

## The Nestle Back to School Giveaway

### TERMS AND CONDITIONS

**Message and data rates may apply. Text STOP to 35350 to opt out and to discontinue further participation in the Giveaway. Text HELP to 35350 for information. By texting NESTLEFAMILY to 35350, you will receive 4 text messages in response to your request from an automated system. Consent is not required to buy goods and services. You may not be able to participate by text messages through all wireless carriers.**

**1. Eligibility:** The Nestle Back to School Giveaway (the "Giveaway") is open to legal residents of the fifty (50) United States and D.C. who are eighteen (18) years old or older at the time of initial submission of a redemption request. Employees of Nestle Prepared Foods, Wal-Mart Stores, Inc., Geometry Global, HelloWorld, Inc., and their parent and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, are not eligible. Void where prohibited. Subject to availability.

**2. Timing:** The Giveaway begins on July 25, 2016 and ends on December 31, 2016 (the "Giveaway Period"). Administrator's computer is the official time-keeping device for the Giveaway.

**3. How to Redeem Offer:** During the Giveaway Period, visit a participating Wal-Mart store location and, in a single transaction, purchase any two (2) 30 oz. or larger Stouffers products and at least one (1) refrigerated Tollhouse cookie dough product as described in Appendix A below (a "Qualifying Purchase"). Please see Appendix A for a complete list of Qualifying Purchases. **Be sure to keep your receipt.** Take a photo of your receipt. The receipt image must be clear and legible, include the purchase date on your receipt, and show the Qualifying Purchase you purchased on your receipt. Using a two-way text-messaging capable device ("Device"), text NESTLEFAMILY to 35350. Then, confirm that you want to continue to participate by responding with a "Yes" or a "No" text message. If you respond "Yes", MMS/text the image of your receipt to 35350. Once the image depicting your receipt has been received and validated, you will receive a digital \$5 Wal-Mart gift card (the "Offer"). Terms and conditions of gift card apply. Sponsor reserves the right in its discretion to substitute for the Offer something of equal or greater retail value.

**Message and data rates may apply. Text STOP to 35350 to opt out and to discontinue further participation in the Giveaway. If you text STOP before you receive your Offer, no Offer will be provided. Text HELP for information. Send questions to [questions@helloworldfulfillment.com](mailto:questions@helloworldfulfillment.com).** You will receive 4 text messages in response to your entry from an automated system. Participating carriers include: ACS Wireless, AIO Wireless, ALLTEL, AT&T, Bluegrass Cellular, Boost, Carolina West Wireless, Cellcom, Cellular One, Cellular One of East Central Illinois, Cellular South, Chat Mobility, Cincinnati Bell, Cricket, ECIT, Element Wireless, GCI, Golden State Cellular, Illinois Valley, Immix Wireless, Inland Cellular, iWireless, LongLines Wireless, MetroPCS, Nex-Tech, Northwest Missouri Cellular, Ntelos, Plateau Wireless, PTCI, Sprint, T-Mobile, Thumb Cellular, U.S. Cellular, Verizon Wireless, Virgin Mobile USA, West Central Wireless and other carriers that may be added from time to time. Service may not be compatible with all handsets. Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy, <http://www.nestleusa.com/privacy>. To view Administrator's Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>.

**Limit:** Each participant may receive a maximum of one (1) Offer in connection with the Giveaway Period, regardless of the number of Qualifying Purchases made. Multiple participants are not permitted to share the same Device. Any attempt by any participant to obtain more than one (1) Offer by using multiple/different identities, Devices or other methods may result in disqualification of the participant and voiding of any Offer provided to that participant. The Offer will be provided via text message within twenty-four (24) hours after validation of the participant's receipt.

**4. Sponsor:** Nestle Prepared Foods, 30003 Bainbridge Road Solon, OH 44139. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**5. Release:** By submitting a redemption request, each participant releases and agrees to hold harmless Sponsor, Wal-Mart Stores, Inc., Geometry Global, Administrator, and their suppliers, distributors and advertising/promotion agencies, and each of their respective parent companies, subsidiaries and affiliates, and the officers, directors, employees and agents of each of the foregoing (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Giveaway or receipt or use or misuse of any Offer.

**6. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failure, human error or any other factor impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the redemption process or the operation of the Giveaway or to be acting in violation of these Terms and Conditions or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

**7. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by any participant, any printing error, any of the equipment or programming associated with or utilized in the Giveaway or any other cause; (2) any technical failure of any kind, including, but not limited to, any malfunction, interruption, or disconnection in phone lines or network hardware or software; (3) any unauthorized human intervention in any part of the redemption process or the Giveaway; (4) any technical or human error or any data loss or corruption that may occur in the administration of the Offer or the processing of redemption requests; or (5) any injury or damage to any person or property that may be caused, directly or indirectly, in whole or in part, from participation in the Giveaway or receipt or use or misuse of any Offer.

**8. Dispute Resolution:** You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Giveaway, the Terms and Conditions, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions) will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Giveaway, the Terms and Conditions, the Sponsor's Privacy Policy and/or Administrator's Privacy Policy (including Mobile Terms and Conditions), you will send a written notice to the Administrator (“Demand”). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Terms and Conditions or the Sponsor's and/or Administrator's Privacy Policy (including Administrator's Mobile Terms and Conditions). You must send the Demand to the following address (the “Notice Address”): Legal Department, HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the “Arbitrator”). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or

federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 15, 2005 (and as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Terms and Conditions, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions), if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Giveaway, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be Oakland County, Michigan.

**10. Participant's Personal Information:** Information collected from participation is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <http://www.nestle.com/info/yourdata>.

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## Appendix A

### Stouffer's Products

UPC	Item Number	Description	Size
0001380014333	9175237	Stouffer's Family Size Meat Lasagna	38 OZ
0001380083662	552236719	Stouffer's Family Size Meat Lovers Lasagna	34 OZ
0001380019020	9185616	Stouffer's Family Size Meatloaf	33 OZ
0001380019086	9152388	Stouffer's Family Size Grandma's Chicken and Vegetable Rice Bake	36 OZ
0001380019021	9185602	Stouffer's Family Size Stuffed Pepper	32 OZ
0001380044677	9156093	Stouffer's EXP Cheesy Garlic Lasagna	35 OZ
0001380042595	550761800	Stouffer's Family Size Chicken Alfredo	31OZ
0001380019074	9152395	Stouffer's Family Size Chicken Broccoli Pasta Bake	40 OZ
0001380055173	9164955	Stouffer's Family Size Chicken Enchiladas	30 OZ
0001380014331	9175216	Stouffer's Family Size Lasagna Italiano	38 OZ
0001380055510	9197393	Stouffer's Family Size Vegetable Lasagna	38
0001380042460	9177982	Stouffer's Family Size Chicken Cordon Bleu	37 OZ
0001380031640	553475646	Stouffer's Family Size Buffalo Mac & Cheese	35
0001380071304	553475652	Stouffer's Family Size Pizza Mac & Cheese	35 OZ
0001380010136	9177989	Stouffer's Family Size Chicken & Noodles	40 OZ
0001380055367	9184891	Stouffer's Cheesy Chicken & Broccoli	31 OZ
0001380019018	9185609	Stouffer's Family Size Chicken Lasagna	39 OZ
0001380010334	9131630	Stouffer's Family Size Mac & Cheese	40 OZ
0001380010410	9117613	Stouffer's Side Dish Scalloped Potatoes	40 OZ
0001380010401	9117585	Stouffer's Side Dish Broccoli & Cheese	35.87Z
0001380010408	9117599	Stouffer's Side Dish Cheesy Potatoes	36.6 Z
0001380015171	9165843	Stouffer's French Bread Pizza Pepperoni 9pk	51.18Z
0001380023260	9154958	Stouffer's Large Family Size Meat Lasagna	57 OZ
0001380023056	552718554	Stouffer's Large Family Size Meat Lovers Lasagna	57OZ
0001380023270	9154965	Stouffer's Large Family Size Chicken Alfredo	57 OZ
0001380019990	550302475	Stouffer's Large Family Size Grandma's Chicken and Vegetable Rice Bake	55.00Z
0001380044460	9193479	Stouffer's Large Family Size 5 Cheese Lasagna	61.37Z
0001380044480	9192681	Stouffer's Large Family Size Cheese Ravioli	52.87Z
0001380063229	551144625	Stouffer's Large Family Size Cheeseburger Bake	55OZ
0001380019736	550302476	Stouffer's Large Family Size Baked Ziti	57.00Z
0001380023280	9154972	Stouffer's Large Family Size Chicken Parmesan	52.5 Z
0001380031227	551144626	Stouffer's Large Family Size Fiesta Bake	55OZ
0001380074778	552718553	Stouffer's Breakfast Sausage & Egg Scramble	48OZ

0001380042388	552718552	Stouffer's Breakfast Southwest Style Scramble	48 OZ
0001380055131	9180236	Stouffer's Party Size Meat Lasagna	90 OZ
0001380019023	9117233	Stouffer's Party Size Chicken Enchiladas	57 OZ
0001380020031	9119733	Stouffer's Party Size Italian Lasagna	90 OZ
0001380003053	9154076	Stouffer's Party Size 5 Cheese Lasagna	96 OZ
0001380019002	9131728	Stouffer's Party Size Vegetable Lasagna	96 OZ
0001380003052	9154069	Stouffer's Party Size Chicken Lasagna	96 OZ
0001380020029	9119726	Stouffer's Party Size Cheese Enchiladas	59.37Z
0001380019003	9131707	Stouffer's Party Size Mac & Cheese	76 OZ
0001380022516	555654708	Family Size Skillets Chicken Alfredo	40OZ
0001380096182	555654701	Family Size Skillets Yankee Pot Roast	40OZ
0001380074323	551553088	Stouffer's Skillets BRSD Beef	30 OZ
0001380096138	555654711	Family Size Skillets Thai Ginger Chicken	40OZ
0001380079622	555654724	Family Size Skillets Harvest Chicken	40OZ
0001380013927	551553091	Stouffer's Skillets Chicken Asiago	30 OZ
0001380066518	551553090	Stouffer's Skillets Meatball	30 OZ
0001380033997	551553087	Stouffer's Skillets Chicken & Dumplings	30OZ

#### Toll House Refrigerated Cookie Dough

UPC	Description
50000-62231	NESTLÉ® TOLL HOUSE® Refrigerated Chocolate Chip Cookie Bar Dough
50000-00926	NESTLÉ® TOLL HOUSE® Ultimates™ Chocolate Chip Lovers Cookie Bar Dough
50000-62242	NESTLÉ® TOLL HOUSE® Refrigerated Mini Chocolate Chip Cookie Dough
50000-00923	NESTLÉ® TOLL HOUSE® White Chip Macadamia Nut Cookie Bar Dough
50000-00928	NESTLÉ® TOLL HOUSE® Ultimates™ Pecan Turtle Delight Cookie Dough