

Nature Valley & BJ's Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

Overview: The “Nature Valley & BJ’s Sweepstakes” (the “Sweepstakes”) will be offered at all two hundred thirty-seven (237) BJ’s retailer locations in the United States (each, a “Participating BJ’s Location”). [Click here](#) for the address information of each Participating BJ’s location. There will be one (1) prize allocated for each Participating BJ’s Location prize pool. See Section 4 and 6 below for complete details.

1. Eligibility The Sweepstakes is open only to individuals who are legal residents and physically located in one (1) of the fifty (50) United States (including District of Columbia) and who are at least eighteen (18) years old at the date and time of entry. Employees, officers and directors of General Mills Sales, Inc. (“Sponsor”), BJ’s Wholesale Club, Inc., Merkle Inc. (“Administrator”), and each of their respective parent and affiliate companies, members, advertising and promotion agencies and distributors and other prize suppliers (collectively, “Promotion Entities”), as well as the immediate family (i.e., spouse, parents, siblings, children and grandchildren) and/or those living in the same household of each such employee, officer or director (whether legally related or not) are not eligible to enter or win a prize in the Sweepstakes. The Sweepstakes is void where prohibited by law. Participation constitutes entrant’s full and unconditional agreement to these “Official Rules” and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: General Mills Sales, Inc., One General Mills Blvd, Minneapolis, MN 55426.
Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on April 4, 2023 at 12:00 a.m. Eastern Time (“ET”) and ends on May 1, 2023 at 11:59 p.m. ET (the “Promotion Period”). Administrator’s computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: There are two (2) ways to enter:

- a. Purchase Two (2) Qualifying Nature Valley Products and Enter Product Codes on the Website:** During the Promotion Period, purchase two (2) boxes of qualifying Nature Valley Bars (together, a “Qualifying Purchase”) from a Participating BJ’s Location, while supplies last. See **Appendix A** below for a complete list of qualifying Nature Valley Bar products. Locate the codes which are printed on the outside of the back panel of each package (each, a “Product Code”). Also, during the Promotion Period, visit www.NVBjsSweeps.com and follow the links and instructions to complete and submit the registration form in its entirety, including providing your valid email. Then, on your first visit only, you will be asked to select your Participating BJ’s Location (and enter your zip code), from a provided list. Note that only one (1) Participating BJ’s Location option can be associated with your registration. For every subsequent visit, log in by entering the email address used to register for the Sweepstakes. Finally, follow the links and instructions to enter two (2) Product Codes. Each Product Code may be used more than once, but no more than fifty-six (56) times during the Promotion Period. After entering your two (2) Product Codes, you will automatically receive one (1) Sweepstakes entry for the applicable Participating BJ’s Location prize pool. Administrator is responsible for the functionality of the Sweepstakes.
- b. Mail-in Alternate Method:** To enter without making a Qualifying Purchase, hand print your name, address, day and evening phone numbers, email address, and date of birth on

a 3" x 5" piece of paper and mail it in an envelope with proper postage **and the name of your Participating BJ's Location written on the outside of the envelope** to "Nature Valley & BJ's Sweepstakes" c/o Merkle Inc., P.O. Box 5021, Department 856468, Kalamazoo, MI 49003-5021. You will receive one (1) Sweepstakes entry for the applicable Participating BJ's Location prize pool. **NOTE: If you do not include the Participating BJ's Location you wish to enter written on the outside of the envelope, you will not receive one (1) Sweepstakes entry for the applicable Participating BJ's Location prize pool.** Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by May 1, 2023 and received by May 8, 2023. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: Each entrant may enter the Sweepstakes one (1) time per day, for a maximum of twenty-eight (28) times during the Promotion Period, regardless of method of entry or combination of methods of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant provided that person meets the eligibility requirements to participate in the Sweepstakes. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All Potential Winners may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to the Administrator's satisfaction, the entry will be deemed ineligible. The submission of an entry is solely the responsibility of the entrant. Proof of sending (such as an automated computer receipt confirming delivery of email or "thanks for entering" message does not constitute proof of actual receipt by Administrator of an entry for purposes of this Sweepstakes. Only eligible entries actually received by Administrator's server before the end of the Promotion Period will be included in the Sweepstakes

5. Grand Prize Drawing: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, *one (1) winner per Participating BJ's Location*, on or around May 11, 2023. The potential winners will be notified by email. Potential winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her/their prize. Receiving a prize is contingent upon compliance with these Official Rules.

In the event that a potential winner is disqualified for any reason or forfeits the prize or if there is no participation for an applicable Participating BJ's Location, Sponsor will award the applicable prize to an alternate winner by random drawing, as set forth below, based on the applicable scenario:

- (i) For individual Participating BJ's Locations, where we have not confirmed one (1) winner, Administrator will compile a list of all entrants who entered the Sweepstakes for the applicable Participating BJ's Location and award the non-confirmed one (1) prize winner, after the conclusion of the Promotion Period, from among all participating eligible entries, by a random drawing.

- (ii) Prizes for individual Participating BJ's Locations where there were not any entrants that selected the applicable individual Participating BJ's Location upon registration, as outlined above in Section 4, Administrator will award the applicable prize(s), after the conclusion of the Promotion Period, from among all remaining eligible entries across all Participating BJ's Location prize pools, by a random drawing.

Only three (3) alternate drawings will be held, after which the applicable prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

6. Prizes: TWO HUNDRED THIRTY-SEVEN (237) PRIZES (one (1) awarded per Participating BJ's Location): Each winner will receive one (1) \$150.00 BJ's gift card. Terms and conditions of gift card apply, as outlined below:

BJ's Plastic Gift Card: Cards are redeemable only for Membership fees at BJ's Club front-end registers and for merchandise at BJ's Club front-end registers, at checkout at www.bjs.com, and at BJ's Gas locations.

Approximate Retail Value ("ARV") of each prize: \$150.00. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of entries received during the Promotion Period. Limit: One (1) prize per person. Total ARV of all prizes: \$35,550.00.

7. Release: By entering the Sweepstakes, each participant agrees to indemnify, defend, release and hold harmless the Promotion Entities, and their respective subsidiaries, affiliates, suppliers, distributors, partners, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of your participation in the Sweepstakes or resulting directly or indirectly, from your acceptance, possession, use, or misuse of any prize awarded in connection with the Sweepstakes, including, without limitation, personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

8. Publicity: Except where prohibited by law, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, statements, social media posts, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment, notice or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be: (a) violating the Official Rules; or (b) violating the terms of service, conditions of use and/or general rules or guidelines of any Sponsor or Administrator property or service. Any person who supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize will forfeit any prize won and may be prosecuted to the full extent of the law. Any attempt by any person to undermine the legitimate operation of the Sweepstakes 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 Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, including errors or typos in these Official Rules or any Sweepstakes-related communication or materials, whether caused a Released Party or by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software, failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information, any error, omission, interruption, deletion, defect, delay in operation or transmission, failures or technical malfunction of any computer online systems, servers, providers, computer equipment, software, email, players or browsers, whether on account of technical problems, traffic congestion on the Internet or at any website, or on account of any combination of the foregoing; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize or (6) late, lost, misdirected, illegible, incomplete or mutilated entries or for theft, destruction or unauthorized access to, or alteration of entries. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. 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 Sweepstakes or the Official Rules, 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 Sweepstakes or the Official Rules, 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 Official Rules. You must send the Demand to the following address (the "Notice Address"): Legal Department, Merkle 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 30 days after your Demand is received. If the disagreement stated in the Demand is not resolved to your satisfaction within 30 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 or 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 Arbitration Rules effective September 1, 2014 (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 Official Rules, 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 Official Rules, or the rights and obligations of the entrant, Administrator and Sponsor in connection with the Sweepstakes, 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. This arbitration provision shall survive conclusion, modification or termination of the Sweepstakes and suspension, revocation, closure, modification, or amendments to the Official Rules, and any aspect of the relationship of the parties relating to or arising from participation in the Sweepstakes.

12. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy, available at: <http://www.generalmills.com/en/Company/privacy-policies/privacy-policy-US>.

13. Winner's List: For a winner's list, click [here](#). The winner's list will be posted after winner confirmation is complete.

14. Miscellaneous: The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. For entrants, to the extent there is a conflict between these Official Rules and any terms of use or other agreement posted on the website, these Official Rules control.

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Appendix A

Nature Valley Oats & Honey 49CT

Nature Valley Fruit & Nut 48CT

Nature Valley Sweet & Salty Peanut 48CT

Nature Valley PROTEIN 26CT

Nature Valley Almond Peanut Butter Biscuit 30CT

Nature Valley Wafer Bar 20ct