



ProgressOh! Wardrobe Makeover Contest Official Rules

NO PURCHASE NECESSARY. Void where prohibited by law. Many will enter, few will win. A purchase or payment of any kind will not increase your chances of winning.

Official Winners are solely responsible for all federal, state, and local taxes and any additional costs, fees and/or expenses associated with the actual retail value the prize as may be required.

Sponsor: General Mills Sales, Inc., One General Mills Blvd., Minneapolis, MN 55440.

Administrator: Arrowhead Promotion & Fulfillment Co., 1105 SE 8th Street, Grand Rapids, MN 55745.

1. Eligibility. The "ProgressOh! Wardrobe Makeover Contest" (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least 21 years of age at the time of entry. Employees of Sponsor, PopSugar or any promotion, advertising, judging or public relations company doing business with any of the above or any of their respective 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 to enter. The Contest is subject to applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Contest constitutes your full and unconditional agreement to be bound by these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Timing. The Contest includes an entry period and a public voting period. The entry period begins on October 1, 2014 at 12:00 a.m. Central Time ("CT") and ends on November 10, 2014 at 11:59 p.m. CT (the "Entry Period"). The public voting period begins on December 8, 2014 at 12:00 a.m. Central Time ("CT") and ends on January 5, 2015 at 11:59 p.m. CT (the "Voting Period"). For the purposes of this Contest a day ("Day") is defined as a calendar day beginning at 12:00:01 a.m. CT and ending at 11:59:59 p.m. CT. Administrator's computer is the official time-keeping device for the Contest.

3. How to Enter. To enter during the Entry Period, visit www.Progresso.com/ProgressOh (the "Contest Site"), click on the Contest's application page and follow the online instructions to obtain an entry. You will be invited to complete an Official Entry Form at the Contest Site and submit answers to the following two questions (limit 140 characters per answer):

- 1) Why do you deserve a wardrobe makeover?
- 2) What inspires you to look and feel your best?

In addition, you are required to submit a photo of yourself that visually reinforces the theme of your answers to the two questions. The answers to the two questions and photo together with the Official Entry Form shall be collectively referred to as the "Entry". Only Entries which contain both answers to the two questions and photo will be considered eligible. Limit one (1) Entry per person, per email address.

Entries received from any person or email address in excess of the limitation will be void. All Entries become the sole property of the Sponsor and will not be returned.

Use of any automated system to participate is prohibited and will result in disqualification. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Entries. In the event of a dispute as to who submitted an Entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. 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. Potential winners may be required to show proof of being an authorized account holder.

4. ENTRY REQUIREMENTS. All Entries must comply with the following additional requirements to be considered eligible:

- a. Answers to each of the two questions must be 140 characters or less and in English.
- b. Your photo must be in .jpeg, .gif or .png format and no larger than 5mb.
- c. The Entry submitted must not make product claims about Progresso Soup or state that Progresso Soup caused a particular health or similar benefit or any other claim which does not reflect a typical consumer experience.
- d. The Entry may not contain any content that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, or that otherwise contains inappropriate content or objectionable material as determined by Sponsor in its sole and unfettered discretion.
- e. The Entry must be your original work, created solely by you, and must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any person or entity.
- f. Your photo must contain only you. If other individuals are included, you must provide all releases and consents necessary to permit the exhibition and use of the Entry by Sponsor as set forth in these Official Rules. If any person appearing in your Entry is under the age of majority in their state, country or province of residence, the signature of a parent or legal guardian is required on the release.
- g. The Entry must not contain any personally identifiable information or likeness without the person's consent.
- h. You may not be, nor may you work with parties in conjunction with your Entry, who: 1) are represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's ability to display the Entry in any media form; 2) have an acting or modeling contract that would make their appearance in the Entry a violation of any third party rights; or 3) are under any other contractual relationship, including but not limited to guild and/or union memberships, that may prohibit them from participating fully in this Contest, or from allowing Sponsor to use royalty-free, the Entry worldwide in all media in perpetuity.
- i. The Entry must not contain any commercial content or logos other than that of Progresso™ brand.
- j. The Entry may not have been previously published and may not have won previous awards.
- k. The Entry may not contain any material or elements that are not owned by you and/or which are subject to the rights of third parties.

By submitting your Entry, you agree that your Entry conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify your Entry for any reason at any time, including if it determines, in its sole discretion, that your Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion. In addition, you hereby grant permission for the Entry to be posted on the Contest Site or other websites, and within other promotions and/or advertisements. You agree that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry. You agree that you will not use the Entry for any other purpose without the express consent of Sponsor in each instance.

5. Judging. All eligible Entries received by Sponsor will be judged by a panel of judges (“Judges”) based on the following criteria:

- Creativity (20%)
- Relevancy to wardrobe makeover theme (40%)
- Inspiration (40%)

The ten (10) Entries with the highest scores from the Judges will be deemed the finalists (each, a “Finalist”). Finalists will be notified on or about November 25, 2014. Each Finalist will be required to identify three (3) people (each, a “Guest”) that are willing to partner with that Finalist to collectively have a wardrobe makeover party. Each finalist and his/her three guests will be required to sign and return a release and return by December 1, 2014.

During the Voting Period, Finalist entries will be posted online at www.Progresso.com/ProgressOh for public vote from December 8, 2014 through January 5, 2015. The four (4) Finalists receiving the highest number of eligible votes during the Voting Period will be deemed potential winners (each individually a “Potential Winner”, collectively the “Potential Winners”). In the event of a tie, the Finalist among the tied Finalists with the highest score from the Judges will be declared the Potential Winner. Sponsor reserves the right to choose fewer than ten (10) Finalists if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Prize awards are subject to verification of eligibility and compliance with these Official Rules. A total of three (3) alternate Finalists will be determined, after which the applicable prize will remain un-awarded. A Potential Winner must be able to provide proof that he/she is eligible to be deemed an official winner to Sponsor and/or Administrator’s satisfaction before being declared an official winner (“Official Winner”). If the Contest Site fails for any reason any Entry received during that time will be deemed a defective Entry.

Finalists are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, paying for votes; offering sweepstakes/contest entries, prizes or inducements; agreeing to exchange votes with another person; offering any consideration or incentive of any kind whatsoever to persons in exchange for votes; or other means, as determined by General Mills in its sole discretion. Any attempt by a potential finalist, his/her family or friends, or any other individual to obtain votes using any mechanism that violates these Official Rules, or any other kind of fraudulent or inappropriate mechanism, as determined by General Mills in its sole discretion, shall give General Mills the right to void the votes in question and/or disqualify the potential finalist in its sole discretion. Votes must be entered manually. Votes generated by script, macro, bot or other automated means or which subvert or impair the integrity of the voting process will be void, as determined by General Mills in its sole discretion. Voting must be completed by the actual person casting the vote. A person may not vote on behalf of another person.

6. Verification of Potential Winners. Potential winners will be notified on or about January 8, 2015. Each Potential Winner and his/her Guests will be required to sign an Affidavit of Eligibility, Liability & Publicity Release (unless prohibited) (“Affidavit”), which must be returned by Finalists/Guests and received by Sponsor by January 10, 2015 at 11:59pm CST. Potential Winners and Guests will be required to complete a W9 tax form in order to claim prize. If a Potential Winner cannot be contacted, fails to execute and return the Affidavit within the required time period (if applicable), or prize is returned as undeliverable, Potential Winner forfeits the prize. If a Potential Winner’s Guest(s) cannot be contacted, fails to execute and return Affidavit within the required time period (if applicable) or prize is returned as undeliverable, Potential Winner’s Guest(s) forfeits the prize and only Potential Winner and remaining guests who execute and return the completed documents will receive the prize. In the event that a Potential Winner’s Guest(s) forfeit the prize, the forfeited prize(s) will not be reallocated to the Potential Winner and remaining guests. In the event that a Potential Winner is disqualified for any reason, fails or refuses to claim his or her prize for any reason, or a prize is unclaimed, the prize will be forfeited and Sponsor will select an alternate winner by applying the judging criteria above. Odds of

winning are based on the number of eligible Entries received. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor.

7. Prizes (4). Each prize (the "Prize Package") is a set of four (4) \$1000.00 cash cards and four (4) one year subscriptions to the PopSugar Must Have Box (monthly delivery of full size products and premium items in beauty, fashion, home, fitness, and food categories); one cash card and PopSugar subscription for the Winner and each of his/her three Guests. Cash card and PopSugar subscription are subject to certain terms and conditions as specified by issuers. Approximate Retail Value ("ARV") of each Prize Package: \$5,920.00.

Total ARV of all prizing: \$23,680.00. All federal, state and local taxes and all other costs associated with prize acceptance and use not specified herein as being provided are solely the responsibility of the Official Winners and their Guests.

8. Prize Restrictions. Limit one (1) prize per person/household. The Sponsor is not responsible for any cancellations or substitutions, or any act or omission whatsoever with respect to the PopSugar subscription. No transfer, substitution, or cash equivalent for any prize is allowed except at Sponsor's sole discretion. If Winner chooses fewer than three (3) Guests, any remaining gift cards and PopSugar subscriptions will not be awarded. Sponsor reserves the right in its sole and absolute discretion, to substitute a prize or prize component with a prize of equal or greater value. Prize is non-transferable and may not be given, bartered, substituted, sold, or exchanged for cash or another prize. All prize details are at Sponsor's sole discretion. Prize is awarded "as is" with no warranty or guarantee, either express or implied. After accepting the Prize, the Official Winners and their Guests will be automatically considered ineligible for the next three (3) subsequent Progresso Makeover contests.

9. Publicity. Except where prohibited, accepting a prize in the Contest constitutes your consent for Sponsor to use your Entry, name, likeness, hometown and state for promotional purposes in any media without further payment or consideration. This consent includes, but is not limited to, the Entry and any content gathered by Sponsor.

10. Release. By receipt of any prize, you agree to release and hold harmless Sponsor, and its respective subsidiaries, affiliates, suppliers, distributors, advertising, agencies, and prize suppliers, and each of their respective parent and affiliate 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 Contest or resulting directly or indirectly, from your acceptance, possession, use, or misuse of any prize awarded in connection with the Contest.

11. General Conditions. Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, 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. No more than the stated number of prizes in these official rules will be awarded. Sponsor, in its sole discretion, reserves the right to disqualify any individual who tampers with the entry process or the operation of the Contest or who acts in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

WARNING: Any attempt by any person to deliberately undermine the legitimate operation of the Contest 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.

12. Limited Liability. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, by printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited, to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any aspect of the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the announcement of the prizes or in any Contest-related matter or materials; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Contest and/or downloading of any materials related to this Contest. If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Entry in the Contest.

13. Disputes. Except where prohibited, by participating, entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court or the appropriate Minnesota State Court located in Minneapolis, Minnesota; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

14. Entrant's Personally Identifiable Information. Information collected from entrants is subject to Sponsor's Privacy Policy (<http://www.generalmills.com/corporate/privacy/privacy.aspx>).

15. Winner List. For Rules or a winner list, visit the Contest Site. The winner list will be posted after winner confirmation is complete.