

Ready Eater One
Offer Terms and Instant Win Game Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN THE INSTANT WIN GAME. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING THE INSTANT WIN GAME. PROMOTION IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW.

1. Eligibility: Ready Eater One (the "Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age (or 19 if a resident of AL or NE, 21 and older for residents of MS) at the time of participation. Employees, officers, and representatives of Nestlé USA, Inc., Merkle Inc., as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Promotion constitutes participant's full and unconditional agreement to these Offer Terms and Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of an instant win game ("Instant Win Game") and an offer ("Offer").

2. Sponsor: Nestlé USA, Inc., 1812 N. Moore Street, Arlington, VA 22209. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Promotion begins on July 1, 2023 at 12:00 a.m. Eastern Time ("ET") and ends on August 31, 2023 at 11:59 p.m. ET (the "Promotion Period").

The Offer consists of two (2) phases (each a "Phase") as set forth below.

Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET
1 – Make a Qualifying Purchase	July 1, 2023	July 31, 2023
2 – Offer Redemption	July 1, 2023	August 31, 2023

Administrator's computer is the official time-keeping device for the Promotion.

4. How to Play the Instant Win Game: During the Promotion Period, visit readyeaterone.com ("Website") and complete and submit the registration form, (if you haven't already done so), including a valid email address. Then, click/tap on the "LET'S DO THIS" button. By doing so, you will advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each entrant may play the Instant Win Game one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays 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 or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

ALL POTENTIAL WINNING INSTANT WIN GAME PLAYS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND

UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR AND ADMINISTRATOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.

5. How to Participate in the Offer: During Phase 1 of the Promotion Period, purchase Nesquik® and/or Hot Pockets® products (minimum purchase spend of \$30) in a single transaction (on a single receipt), at any participating Walmart retail store location or online (each a "Qualifying Purchase"). Net purchase determined after all discounts, offers and coupons. **Be sure to keep your receipt(s).** Take a photo of your entire receipt. The image must be clear and legible and include the purchase date and timestamp of your receipt, show the Qualifying Purchase(s), including the price of the Qualifying Purchase(s) as well as the total amount of money spent on the receipt. Then, during Phase 2 of the Promotion, visit summergamingwithnestle.com (again "Website"), complete and submit the registration form by providing a valid email address (if you haven't already done so). Then, click/tap on the "UPLOAD NOW" button and where prompted, follow the instructions to upload an image of your receipt(s). Each receipt may only be used once. Once a receipt is validated, if you spent \$30-\$54, you will receive one (1) \$10 gaming gift card if you spent \$55-\$74, you will receive one (1) \$20 gift card; and if you spent \$75 or more, you will receive one (1) \$30 gift card. (each an "Offer"). One (1) Offer per valid receipt. Gaming gift cards are redeemable at the PlayStation Store, Microsoft Store online, Windows 10, Xbox One and Xbox 360 or Nintendo eShop and other Nintendo shopping services, including Nintendo systems that offer access to the Nintendo eShop only and are subject to terms and conditions as described in the PlayStation Store, Xbox and Nintendo eShop sections below.

Limit one (1) Offer per person. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of Offers by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's Offer and that participant may be disqualified. Each Offer will be fulfilled no later than 8-10 weeks after Promotion conclusion.

6. Instant Win Game Prize Selection and Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. Administrator is an independent judging organization whose decisions as to the administration and operation of the Instant Win Game and the selection of potential winners are final and binding in all matters related to the Instant Win Game. There will be four hundred eighty-nine (489) random, computer-generated winning times during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated. If any potential winner cannot be contacted, or fails to provide any other requested information within the required time period, potential winner forfeits the prize. If any potential winner cannot be contacted or if prize is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the applicable prize will remain un-awarded. Unclaimed prizes valued \$25 or less will remain unawarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

7. Instant Win Game Prizes:

Quantity	Prize Description	Approximate Retail Value ("ARV")
1	Winner's choice of one (1) \$500 PlayStation Store gift card†, Xbox Gift Card∞, or Nintendo eShop gift card*	\$500
8	A pair of custom designed shoes	\$300
2	Winner's choice of one (1) \$250 PlayStation Store gift card†, Xbox Gift Card∞, or Nintendo	\$250

	eShop gift card*	
20	Winner choice of one (1) \$50 PlayStation Store gift card†, Xbox Gift Card∞, or Nintendo eShop gift card*	\$50
50	Winner's choice of one (1) \$25 PlayStation Store gift card†, Xbox Gift Card∞, or Nintendo eShop gift card*	\$25
150	Winner's choice of one (1) \$10 PlayStation Store gift card†, Xbox Gift Card∞, or Nintendo eShop gift card*	\$10
250	A pair of socks	\$10

†PlayStation Store: Redeemable only by users aged 18 or older holding an adult account for PSN registered to the U.S. PSN wallet funds can be used by the redeeming account holder (and their child Family Member accounts) to pay for items in the PS Store available to U.S. account holders. Use of Code is subject to these terms, and Terms of Service and User Agreement and applicable Privacy Policy at www.playstation.com/legal/PSNTerms. Terms of this Code may change without notice. Void where prohibited or restricted by law. If you do not accept these terms, do not purchase. Subject to applicable local laws, Code is not redeemable for cash, cannot be returned for cash or credit, and may not be resold, exchanged, or used for any other purpose. Code will not be replaced if lost, destroyed, stolen, or otherwise used without your permission. Valid for one time use only. Compatible system and internet connection are required. PLAYSTATION PLUS: Additional payment may be needed to purchase a specific PS Plus plan. WARNING: PS Plus subscription renews automatically at the then-current PS Store price + applicable tax until you cancel. If your wallet has insufficient funds, your account's default payment method will be charged. You can cancel PS Plus at any time so it expires at the end of the then-current billing period. Read full terms at: <https://www.playstation.com/legal/ps-plus-usage-terms/>. PS Plus is only available to legal U.S. residents aged 7 years or older. Users who have not reached the legal age of majority in your jurisdiction need a parent or legal guardian's consent to establish a PSN Account and may not be able to access certain content or services. Sony Interactive Entertainment LLC, its parent company, affiliated companies and licensors make no express or implied warranties with respect to Card, PSN or the availability of products or services. To the extent permitted by law, your sole and exclusive remedy is the replacement of Card. All rights are reserved.

∞Xbox: Works with Microsoft Store online, Windows 10, Xbox One and Xbox 360 (Xbox Live required). Once redeemed to your U.S. Microsoft account, the full code value will be applied and may be used for eligible purchases (exclusions apply) made directly at select Microsoft digital stores. Eligible purchases and prices vary by region, device, and over time. Geography limitations, country and balance restrictions, taxes, and Internet connection fees may apply. Paid subscriptions required for some content. Age restrictions apply. Except as required by law, credit cannot be redeemed or exchanged for cash and is not refundable. To read full terms and conditions (which may change without notice), go to microsoft.com/cardterms. Void where prohibited or restricted by law. Cards and codes issued by and ©/™/® Microsoft Corp, a Washington Corporation, and/or its affiliates.

* Nintendo eShop: Redeem balance ONLY through the Nintendo eShop and other Nintendo shopping services, including Nintendo systems that offer access to the Nintendo eShop, to download content such as games and other features, or to purchase items (subject to availability). Valid for use in the United States only. Use of this card requires broadband Internet access, and acceptance of a User Agreement, and Privacy Policy. Please review the User Agreement at support.nintendo.com before purchasing. Compatible accessories and software may be required to use certain downloaded content, and are sold separately. When you enter the card's activation code on the Nintendo eShop or other Nintendo shopping service, the card balance will be associated with your Nintendo eShop account and will be non-transferable. There will be no remaining balance on the card. The card balance may only be used on a single Nintendo eShop account. There is a maximum unused account balance that may be stored on a single Nintendo eShop account, and the card may, as a result, be temporarily unredeemable. Card balances do not expire, and there are no fees associated with the card. This card is non-reloadable. Card

balances cannot be redeemed for cash or for third-party stored value, and are non-refundable unless required by law. Card balances will not be replaced by Nintendo or your retailer if the card is lost or stolen. Do not buy this card if the silver area has been scratched off. Please visit support.nintendo.com for more information.

For All Gift Card Prizes: If you choose to purchase items that total more than the provided gift card amount, you will be responsible to pay for the additional cost.

For All Prizes: Odds of winning depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received. The number of prizes available to be won will diminish as they are awarded. Terms and conditions of gift cards apply. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winners are responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. TOTAL ARV OF ALL PRIZES: \$9,650 Limit: One (1) Instant Win Game prize per person per day.

8. Publicity: Except where prohibited by law, each participant grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use their name, likeness, photograph, voice, opinions, biographical information, hometown, and state for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation, notification, or permission.

9. General Conditions: Sponsor reserves the right to cancel or modify the Promotion if fraud, technical failures, human error or any other factor impairs the integrity of the Promotion, 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 Promotion, or to be acting in violation of the Offer Terms or the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Promotion is 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 Offer Terms or failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, and any promotional partners, each of their parent, subsidiary, affiliate, and related companies, and each of its and their respective 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 participation in the Promotion or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Promotion, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants/entrants, printing errors or by any of the equipment or programming associated with or utilized in the Instant Win Game; (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 part of the entry process or the Instant Win Game; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; 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 Promotion, or receipt, or use of any prize or while traveling to or from any prize-related activity. If for any reason an Instant Win Game entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Instant Win Game, if it is 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 the 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.

12. Disputes: Participants agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Promotion 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 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 Offer Terms and Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, 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 (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Entrant's Personal Information: Information collected from participants is subject to the Sponsor's Privacy Policy (<https://www.nestleusa.com/privacy>).

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

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