

# **KELLOGG'S FAMILY REWARDS® – DELTA VACATIONS HAWAII SWEEPSTAKES**

## **OFFICIAL RULES**

### **NO PURCHASE NECESSARY**

1. **PROMOTION DESCRIPTION:** The ***Kellogg's Family Rewards® - Delta Vacations Hawaii Sweepstakes*** ("Sweepstakes") begins at 12:00:00 PM (ET) on 1/10/17 and ends at 11:59:59 PM (ET) on 3/31/17 ("Promotion Period"). In order to enter the Sweepstakes, you must be a registered member of the ***Kellogg's Family Rewards®*** ("KFR") program. To become a registered member of the KFR program, go to [https://www.kelloggsfamilyrewards.com/en\\_US/login.html](https://www.kelloggsfamilyrewards.com/en_US/login.html) and follow the instructions to complete the registration. Becoming a KFR program member and entry into the Sweepstakes is free. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Participation is also subject to the ***Kellogg's Family Rewards®*** Terms and Conditions ("Terms") available at [https://www.kelloggsfamilyrewards.com/content/dam/kelloggsfamilyrewards/en\\_US/terms/KFRTermsandConditions.pdf](https://www.kelloggsfamilyrewards.com/content/dam/kelloggsfamilyrewards/en_US/terms/KFRTermsandConditions.pdf).
2. **ELIGIBILITY:** Open to legal residents of the fifty (50) United States and District of Columbia who are 18 years of age or older at time of entry and are a registered member of the ***Kellogg's Family Rewards®*** program. Employees of Kellogg Company, Delta Vacations ("Prize Provider"), their respective parent companies, affiliates, subsidiaries, suppliers, advertising and promotion agencies ("Promotion Entities") and their immediate family members and/or those living in the same household of each are not eligible to participate.
3. **HOW TO ENTER:** There are two (2) ways to enter the Sweepstakes:
  - A) **KFR Program Points Entry:** During the Promotion Period, you may redeem fifty (50) KFR Program points in exchange for one (1) entry into the Sweepstakes; you may redeem two hundred (200) KFR Program points in exchange for five (5) entries into the Sweepstakes; or you may redeem three hundred fifty (350) KFR Program points in exchange for ten (10) entries into the Sweepstakes. To enter using KFR Program points, go to [https://www.kelloggsfamilyrewards.com/en\\_US/login.html](https://www.kelloggsfamilyrewards.com/en_US/login.html) ("Website"), log-in to your KFR Program account and follow the instructions to redeem points. KFR Program points must be redeemed in exchange for an entry by 11:59:59 PM (ET) on 3/31/17 in order to be entered into the Sweepstakes. The Website's database clock will be the official timekeeper for online entries in this Sweepstakes. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. **NOTE:** Online entry must be made by the entrant, only at the Website. Entries made by any other individual or any entity, and/or originating at any other website or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will

be declared invalid and disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited.

B) Mail-In Entry: To enter the Sweepstakes without redeeming KFR Program points, hand print in ink on a 3" x 5" piece of paper, your full name, complete address and zip code, daytime phone number including area code, age, and the e-mail address associated with your KFR Program account. **It is very important that the email address provided with your mail-in entry matches the email address associated with your KFR Program account. Mail-in entries that contain an email address that does not match the entrant's KFR Program account email address on record will be considered void.** Mail this completed 3"x 5" piece of paper in an outer mailing envelope with sufficient postage affixed to: ***Kellogg's Family Rewards® - Delta Vacations Hawaii Sweepstakes***, Attn: Entry, P.O. Box 7647, Kalamazoo, MI 49003-7647. Mail-in entries must be postmarked by 3/31/17 and received by 4/7/17. No copies, facsimiles or mechanical reproductions will be accepted. Sponsor assumes no responsibility for lost, late, incomplete, stolen, misdirected, illegible or postage due entries or mail.

All entries become the property of Kellogg Company ("Sponsor") and will not be returned. In the event of a dispute regarding entries, any entries will be deemed to have been submitted by the Authorized Account Holder of the ***Kellogg's Family Rewards®*** Account submitted at the time of entry, provided that person meets all eligibility requirements set forth in these Official Rules. "Authorized Account Holder" means the natural person who is assigned to a KFR Account by a Sponsor, or its KFR program administrator, or other organization that is responsible for assigning KFR Accounts associated with the KFR program. Entrants may not participate with multiple KFR Accounts, nor may entrants use any device or artifice to enter as multiple entrants in the Sweepstakes. Any entrant who attempts to enter with multiple KFR Accounts, multiple email addresses, under multiple identities or uses any other device or artifice to enter multiple times in the Sweepstakes will be disqualified from participation and all entries submitted by that entrant will be void. From time to time, Sponsor may offer a KFR bonus code to select individuals who will be determined solely at the Sponsor's discretion. KFR bonus code may be used by recipient for entry into a designated KFR promotion offered by Sponsor. Sweepstakes entry using the KFR bonus code is subject to the official rules of the designated promotion, including the limit of entries. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of entrants. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Limit one (1) entry per fifty (50) KFR Program points redeemed; five (5) entries per two hundred (200) KFR Program points redeemed; ten (10) entries per three hundred fifty (350) KFR Program points redeemed and/or limit one (1) entry per outer stamped envelope; and/or limit one (1) entry per bonus code or as otherwise stated – maximum of five hundred (500) entries per person for Sweepstakes, regardless of method of entry.

4. WINNER SELECTION AND NOTIFICATION: One (1) Grand Prize winner will be selected in a random drawing on or about 4/10/17 from among all eligible entries received by Sponsor or its designee, whose decisions are final and binding. The potential Grand Prize winner will be notified by email, phone and/or mail, using contact information provided or collected at the time of entry or at the time of setting up the **Kellogg's Family Rewards**<sup>®</sup> Account. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within five (5) calendar days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such prize will be forfeited and an alternate prize winner may be selected.
5. PRIZE/APPROXIMATE RETAIL VALUE (ARV)/ODDS: One (1) Grand Prize - Delta Vacations will provide one (1) certificate to the Grand Prize winner which will consist of round trip Main Cabin air transportation to any Delta Vacations destination in Hawaii for Grand Prize and one (1) guest (with prize winner responsible for any cost in excess of \$850 per person); hotel accommodations at a participating hotel associated with Prize Provider (one (1) room, based on double occupancy, valued up to \$1,200 as selected by prize winner and subject to availability with prize winner able to select a more expensive hotel package by paying the cost in excess of \$1,200). The Grand Prize has an ARV of \$2,900. If any component of the trip, air or land, exceeds the valued specified on the certificate, recipient is responsible for any balance due and must be paid in full at time of booking. Terms and conditions apply. Trip must be booked by 3/31/18 and travel must be completed by 4/30/18; blackout dates apply. **Grand Prize does not include ground transportation, taxes, tips, gratuities, meals, alcoholic beverages, service charges, laundry service, merchandise, souvenirs, local and long distance telephone calls, airport charges, or any other service or item not specifically described above.** Travel is subject to separate terms and conditions imposed by Delta Vacations as more fully described below.

Travel Terms and Conditions: Winner and his/her guest must travel on same itinerary and all travelers must possess required international travel documents necessary for prior to travel. Actual retail value of prize may vary depending on winner's residence, winner's choice of destination, and may fluctuate due to market conditions, changes in value of components, (e.g. air transportation and hotel rates) and other reasons. The vacation package is non-refundable and non-transferable. Certificates issued in conjunction with this promotion have zero cash value. Delta Vacations will provide air transportation via Delta Air Lines from any city in the U.S. 50. Travel is permitted on designated flights operated by Delta Air Lines<sup>®</sup>, the Delta Connection<sup>®</sup> carriers, Chautauqua Airlines, Compass, ExpressJet Airlines, Inc., GoJet Airlines, Endeavor Air, Shuttle America, Shuttle America dba Delta Shuttle

and SkyWest; or codeshare partners, Alaska Airlines, Horizon Air Industries dba Horizon/Alaska Airlines, SkyWest dba Alaska Airlines and WestJet. Travel via other DL Airlink and DL designated affiliated partner flights is not permitted. The recipient shall be responsible for travel to and from the airport served by such flights. Travel is not permitted on the following dates: **2017:** Mar 19 - Apr 3, Nov 19-23, Dec 17-28; **2018:** Mar 11-31, Nov 17-21, Dec 15-31. Not valid with previously purchased trip. Trip certificate may not be combined with any other coupon, certificates, discount, bonus, infant fare, upgrade, SkyMiles Air Travel Award or promotional offers/tickets. Trip certificate is not valid with Miscellaneous Charge Orders or Prepaid tickets. Trip certificate is non-transferable. Positive identification will be required at time of check-in. Purchased certificates are subject to confiscation and you will not be allowed to travel. Only original certificates will be accepted. Certificates will not be replaced. Void if altered. Travel must be round-trip. Reservations must be made and ticket issued prior to departure. Booking and travel dates must fall into the range as specified. Delta Vacations must make all reservations and issue all travel documentation. Certificate may only be applied towards number of passengers specified on the certificate; passengers must travel on the same itinerary and must be booked through Delta Vacations. Any unused portion of the certificate will not be refunded, and cannot be used towards another booking or another service component. Travel agent commission is not paid/earned on a free trip value, taxes, and fees. If booking exceeds certificate value, recipient is responsible for any balance due and must be paid in full at time of booking. Hotel taxes, state and federal income taxes may apply and are the sole responsibility of the recipient. Checked luggage fees may apply and are the sole responsibility of the recipient. Fees are charged each way, and are subject to change. Refer to delta.com for current rates. Changes to reservations, once made, are not permitted. A per ticket surcharge will apply for paper tickets issued in markets where electronic ticketing is available. Substitutions will not be allowed. Space is subject to availability. Winner must be 18 years of age or older. SkyMiles mileage credit and/or MQDs may be awarded. Flight schedules are subject to change without notice. Delta Vacations is the final authority on the interpretation of these terms and conditions; and reserve the right to change these terms and conditions without prior notice. Standard Delta Vacations Terms and Conditions apply, and are outlined during the booking process; other airline, hotel, or vendor restrictions may apply. Delta Vacations is managed, operated, and marketed by MLT Vacations, LLC. Certain destinations may charge taxes or fees not covered by this certificate or Delta Vacations.

Winner and guest must travel on same itinerary, must possess required travel documents prior to ticketing, and must book travel through the Sponsor designated travel representative. Unclaimed prize will not be awarded. All applicable federal, state, and local taxes on prize are the sole responsibility of the prize winner. Odds of winning depend on the total number of eligible entries received from all methods combined. **Grand Prize winner will receive a 1099 tax form for the value of the prize.**

6. GENERAL: Potential Grand Prize winner will be required to sign and return a notarized Affidavit of Eligibility/Liability Release and, where permitted by law, Publicity Release within fourteen (14) days after first notification attempt. Guest of

Grand Prize winner (for minor child, his/her parent or legal guardian must be the Grand Prize winner and must sign on their behalf) must sign and return a Liability/Publicity Release prior to awarding of prize. If prize notification or prize is returned as non-deliverable, prize may be forfeited. No cash equivalents, substitutions or transfer of prize permitted except that Sponsor reserves the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable. Subject to all federal, state and local laws/regulations. By accepting prize, winner releases and agrees to hold harmless Promotion Entities, their respective affiliates, directors, employees, officers, and agents from any and all liability, injury, loss or damage of any kind, including but not limited to personal injury or death, arising from or in connection with participation in the Sweepstakes, or the awarding, receipt, possession, use or misuse of any prize and/or respect to participation in any prize related activity. Neither Sponsor, its subsidiaries, affiliates, advertising, promotion agencies nor their employees will have any liability whatsoever for any injuries, losses or damages of any kind caused by any prize or resulting from acceptance, possession, use and/or misuse of any prize or participation in the promotion or any prize-related activities. Acceptance of a prize shall be construed as and signify the winner's agreement and consent that Sponsor may use the winner's name, voice, likeness and/or prize information, without limitation, for promotional purposes without further consideration, review, approval or payment, where allowed by law. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the judges, which are final and binding in all respects. Sponsor not responsible for any typographical or other error in the printing of the offer or in administration of the Sweepstakes.

7. **LIMITATIONS AND RELEASES:** Sponsor is not responsible for lost, late, mutilated or illegible entries nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsor is prevented from awarding prize or continuing with the Sweepstakes as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or

otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Caution: Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the game is a violation of law and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent of the law.

8. PRIVACY: For information about how Kellogg Company uses your personal information, please see Kellogg Company privacy policy, located at <http://www.kelloggcompany.com/privacy.aspx>.
9. WINNER'S LIST: For name of winner, send a self-addressed, stamped envelope by 6/30/17 to: **Kellogg's Family Rewards® - Delta Vacations Hawaii Sweepstakes**, Attn: Winner's List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winner's list to be available after 4/30/17.
10. SPONSOR: Kellogg Company, One Kellogg Square, Battle Creek, MI 49016.

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