

KELLOGG'S™ MLB® NEVER MISS A GAME ONLINE INSTANT WIN GAME

OFFICIAL RULES

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST HAVE INTERNET ACCESS IN ORDER TO PARTICIPATE. VOID WHERE PROHIBITED.

- PROMOTION DESCRIPTION:** The **Kellogg's™ MLB Never Miss A Game Online Instant Win Game** ("Game") begins at 12:00:00 AM Eastern Time (ET) on 2/1/14 and ends at 11:59:59 PM (ET) on 12/31/14 ("Promotion Period"). In order to play the Game, 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 ("KFR Website") and follow the instructions to complete the registration. Becoming a KFR program member and Game play is free. By participating in the Game, 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/en_US/termsAndConditions.html.
- ELIGIBILITY:** Open to legal residents of the fifty (50) United States and District of Columbia who are 18 years of age or older (except in the case of legal residents of certain states where the legal age of majority is greater than eighteen (18) years of age, such legal age of majority) at time of entry and are a registered member of the KFR program. Employees of Kellogg Company, the MLB Entities (defined below), their respective parent companies, affiliates, subsidiaries, suppliers, advertising and promotion agencies (collectively, the "Promotion Entities") and their immediate family members and/or those living in the same household of each are not eligible to participate. The "MLB Entities" shall mean the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs ("Clubs"), Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc. ("MLBP"), MLB Advanced Media, L.P. ("MLBAM"), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.
- HOW TO PLAY:** At participating retailers, purchase any specially marked **Cheez-It® Caddy** (12 ct.); **Keebler® Bug Bites®/Kellogg's® Rice Krispies Treats®/Keebler® Scooby Doo!™ Caddy** (12 ct.); **Cheez-It®/Fudge Shoppe®/Chips Deluxe® Caddy** (12 ct.); **Gripz® Variety Caddy** (14 ct.); **Cheez-It® cup** (2.2 oz.); **Keebler® Fudge Shoppe® Fudge Stripes™ Minis cup** (2.6 oz.);

Kellogg's® Nutri-Grain® bars (8 ct. – Mixed Berry; Apple Cinnamon; Blueberry; Strawberry); **Kellogg's® Nutri-Grain® Fruit Crunch™** bars (5 ct. – Strawberry Parfait; Apple Cobbler; Chocolatey Chip; Chocolatey Toffee); **Kellogg's® Rice Krispies Treats®** (16 ct.); **Kellogg's® Fruit-flavored** snacks (10 ct. & 20 ct.); **Kellogg's® MLB Fruit-flavored** snacks (30 ct.); **Kellogg's® Harvest Acres™ Fruit-flavored** snacks (10 ct. – Strawberry; Mixed Fruit); **Keebler® Club® Original** crackers (13.7 oz.); **Keebler® Club® Multi-Grain** crackers (15 oz.); **Keebler® Town House®** crackers (13.8 oz. – original only); **Keebler® Club® & Cheddar** sandwich crackers (11 oz.); **Keebler® Toast & Peanut Butter** sandwich crackers (11 oz.); **Keebler® Cheese & Peanut Butter** sandwich crackers (11 oz.); **Cheez-It® Original** crackers (7 oz., 12.4 oz. & 13.7 oz.); **Cheez-It® Reduced Fat** crackers (11.5 oz.); **Cheez-It® White Cheddar** crackers (12.4 oz.); **Cheez-It® Snack Mix Original** (10.5 oz.); **Cheez-It® Snack Mix Double Cheddar** (9.8 oz.); **Cheez-It® Zingz™ Chipotle Cheddar** crackers (12.4 oz.); **Cheez-It® Zingz™ Queso Fundido** crackers (12.4 oz.); **Keebler® Fudge Shoppe® Fudge Stripes™** cookies (11.5 oz.); **Keebler® Coconut Dreams™** cookies (8.5 oz.); **Keebler® Coconut Dreams™ Fudge Covered** cookies (8.5 oz.); **Keebler® Fudge Shoppe® Grasshopper®** cookies (10 oz.); **Keebler® Fudge Shoppe® Deluxe Grahams** crackers (12.5 oz.); **Keebler® Fudge Shoppe® Fudge Sticks** cookies (8.5 oz.); **Keebler® Fudge Shoppe® Fudge Stripes™ Dark Chocolate** cookies (11.5 oz.); **Keebler® Simply Made** cookies (10 oz. – butter flavor; and chocolate chip flavor); **Kellogg's Frosted Flakes®** cereal (10.5 oz.); **Kellogg's Frosted Flakes® Chocolate** cereal (14.7 oz.); **Kellogg's® MLB Limited Edition** cereal (8.3 oz.) (“Participating Products”), and look inside the box/package to find a **Kellogg's Family Rewards™** code (“Code”). Then, go online to www.kfr.com/NeverMissAGame (“Website”) to register (for new members) or log in (for existing members) and enter your Code. If you receive a winning message during your online session at the Website or winning email notification upon entering your Code, then you are a winner – subject to verification. If you do not receive a winning message during your online session at the Website or winning email notification upon entering your Code, you are not a winner. You may also request a free Code and a copy of the Official Rules by sending a self-addressed, stamped envelope to: **Kellogg's™ MLB Never Miss A Game Online Instant Win Game**, P.O. Box 7527, Kalamazoo, MI 49003-7527. VT residents may omit return postage. Request for free Code/rules must be postmarked by 12/31/14 and received by 1/7/15. Game ends 12/31/14 and Codes must be entered by 11:59:59 PM (ET) on 1/31/15. Limit one (1) Code mail-in request per outer stamped mailing envelope. Kellogg Company (“Sponsor”) not responsible for lost, late, misdirected, illegible, incomplete, damaged, postage due or mutilated mail. Sponsor is not responsible for any Code that is illegible, mutilated, altered, duplicated, tampered with, forged, cut, torn, contains printing, typographical or other errors, distributed where prohibited by law or not obtained legitimately.

All entries become the property of 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 Game. 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 Game will be disqualified from participation and all entries submitted by that entrant will be void. 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. You may play the Game as often as you wish, but limit one (1) Game play per each KFR code. Entrants to the Game may be given the option to receive commercial emails from MLB.com and/or the Clubs; however, eligibility to participate in the Game is not dependent upon entrant's consent to receive such emails and consenting to receive such emails will not impact any entrant's chances of winning. If you opt-in to receive commercial emails from MLB.com and/or the Clubs, your information will be provided to MLBAM and subject to the MLB.com Privacy Policy available at www.mlb.com/privacy.

4. **TO CLAIM A PRIZE: If you receive a winning message during your online session at the Website or winning email notification upon entering your Code - follow the online instructions to complete the verification process and claim your prize.** Prize winners will receive their prize from Sponsor's fulfillment provider after verification of their prize claim. Be sure to keep your winning Code for your records and possible additional verification. If requested by Sponsor to be submitted, winning Codes become the property of Sponsor and will not be returned. Neither Sponsor, its related, affiliated or subsidiary companies, nor its advertising or marketing agencies or the MLB Entities are responsible for lost, late, damaged, incomplete, illegible, postage due, misdirected or mutilated claims.

Prize claims are subject to verification by Sponsor, the official judge of this Game, whose decisions are final. Please allow 6 - 8 weeks for verification and notification. Any Official Code that is illegible, mutilated, altered, duplicated, tampered with, forged, cut, torn, contains printing, typographical or other errors, distributed where prohibited by law or not obtained legitimately will be void. If by reason of printing or other error, more prizes are claimed than number set forth in Official Rules, all persons making purportedly valid claims will be included in a random drawing to award the prizes in that category. No more than advertised number of prizes will be awarded. **If you do not receive a winning message during your online session at the Website or winning email notification upon entering your Code, you are not a winner and you are not eligible for a prize.** Liability for specially marked package containing printing or other errors is limited to replacement with another

Code, while supplies last. The submission of a prize claim is solely the responsibility of the participant.

5. PRIZES/APPROXIMATE RETAIL VALUE (ARV)/ODDS: One (1) Grand Prize – One (1) four (4)-pack of Season Tickets for winner and three (3) guests for 2015 regular season home games of the **MLB®** team of the winner's choice (81 homes games/subject to availability) (ARV: \$48,000; \$12,000 per ticket x 4 season tickets). Games and game tickets are subject to availability, and tickets are subject to the terms and conditions associated with their use. Ten (10) First Prizes – One (1) MLB.TV Yearly Subscription for the **MLB®** 2015 regular season and a Flat Screen TV (ARV: \$1,320 ea. winner ; MLB.TV subscription to be awarded in the form of \$320 in Baseball Cable Cash™; Flat Screen TV to be awarded to the winner in the form of a \$1,000 MasterCard® Gift Card). Games are subject to availability, and subscription/Baseball Cable Cash/Gift Card is subject to the terms and conditions associated with their respective use. One Hundred (100) Second Prizes - Two (2) Tickets for winner and one (1) guest for one (1) 2015 **Major League Baseball®** regular season game of winner's choice (ARV: \$200 ea. winner). Tickets are subject to availability, and are subject to the terms and conditions associated with their use. **Transportation to/from any game is not included as part of any prize and is sole responsibility of each winner.** Total ARV of all prizes \$81,200. For Grand and Second Prize winners: In the event the scheduled MLB regular season game associated with the prize and/or any other component of the prize is cancelled, delayed, or postponed for any reason outside the control of the Sponsor, Sponsor will have no further obligation, other than to award the remainder of the prize. Seat locations shall be determined in the sole discretion of Sponsor, MLBP and/or the applicable Club, as applicable. Winners' companion(s) must be of legal age of majority in their jurisdictions of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. Major League Baseball game, event and exhibition dates and times are determined in the sole discretion of the BOC and/or the applicable Club, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of any prize may govern in the event a legal game, event or exhibition, as defined by Major League Baseball, is not played due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Each winner and his/her guest(s) agree to comply with all applicable ballpark regulations in connection with the prize. Sponsor and the applicable MLB Entities reserve the right to remove or to deny entry to any winner and/or his/her guest who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Promotion Entities will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Major League Baseball game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded as prizes may not be resold or offered for resale. Any such resale may result in disqualification and prize forfeiture, and may invalidate the license granted by the game ticket(s). All prizes provided by Sponsor. Odds of winning depend on the total number of eligible entries received

from all entry methods combined and the time at which they are received. Unclaimed prizes will not be awarded. All applicable federal, state, and local taxes on prize are the sole responsibility of the prize winner. Limit one (1) prize per person. **Grand and First Prize winners will receive a 1099 tax form for the approximate retail value of the prize.**

6. GENERAL: Potential prize winners 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. If prize notification or prize is returned as non-deliverable, prize may be forfeited and an alternate winner may be selected from among all remaining eligible entries received. No correspondence will be acknowledged. 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. Ticket prizes will be awarded whenever possible, and in the event that a ticket prize cannot be awarded, the value of the prize will be awarded in the form of a MasterCard® Gift Card. Subject to all federal, state and local laws/regulations. Promotion Entities and the MLB Entities will have no 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 Game or any prize-related activities. By participating, winners release and agree to hold harmless Promotion Entities and the MLB Entities and each of their respective affiliates, directors, employees, officers and agents, including without limitation, their advertising/promotional agencies 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 Game, or the awarding, receipt, possession, use or misuse of any prize and/or with respect to participation in any travel or prize related activity. Acceptance of a prize shall be construed as and signify prize winner's agreement and consent that Sponsor and the MLB Entities may use the prize winner's name, photograph, likeness, voice, biographical information, prize information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation, review, approval or payment, where allowed by law. By participating in this Game, entrants agree to be bound by the Official Rules and the decisions of the Sponsor, 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 Game.
7. LIMITATIONS AND RELEASES: Promotion Entities and the MLB Entities are 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 and/or wireless network or any combination thereof. Sponsor reserves the right to

modify, extend, suspend, or terminate the Game if it determines, in its sole discretion, that the Game 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 Game as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Game as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Game. 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. WINNERS' LIST: For names of winners, send a self-addressed, stamped envelope by 4/30/15 to: **Kellogg's™ MLB Never Miss A Game Online Instant Win Game**, Attn: Winners' List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winners' list to be available after 2/28/15.
10. SPONSOR: Kellogg Company, One Kellogg Square, Battle Creek, MI 49016.

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