

## **Kellogg's Family Rewards Program Terms and Conditions**

PLEASE READ CAREFULLY. Membership in the Kellogg's Family Rewards Program is subject to the Program's Terms and Conditions set forth below. These Terms and Conditions supersede all previous rewards or loyalty program terms and conditions, rules, regulations, policies and procedures that may have been in effect. The current phase of the Program begins on January 1, 2018, at 12:00:00 a.m. ET and is scheduled to end on December 31, 2018, 11:59:59 p.m. ET ("Program Period"). By opening or creating a Kellogg's Family Rewards Program account ("Account") or by using the Account to earn or redeem Points, you agree that: (1) you have read, understood, accept and agree to abide by these Terms and Conditions; (2) you are eligible for participation; and (3) you consent to the Sponsor's processing of data that is personal to you, and disclosure of such data to third parties, in accordance with the Sponsor's Privacy Policy. If you require clarification or further information regarding the Program or these Terms and Conditions, please send an email to us using the Contact Us link, [https://www.kelloggsfamilyrewards.com/en\\_US/contactUs.html](https://www.kelloggsfamilyrewards.com/en_US/contactUs.html).

### **A. Overview of the Kellogg's Family Rewards Program**

The Kellogg's Family Rewards Program (the "Program") is a program sponsored by Kellogg Company ("Kellogg"/"Sponsor") through which individuals ("Participants") can collect program points in two ways ("Proof of Purchase Transactions"): 1) by purchasing participating Kellogg's® products and uploading receipts to [www.KFR.com](http://www.KFR.com) or by texting an image of the receipt from your mobile device to 89332<sup>1</sup>; 2) by linking a participating retailer's loyalty account ID to your Kellogg's Family Rewards profile and confirming the loyalty account ID for purchase of participating Kellogg's® products.

To become a member and participate in the Program, you must have, or create an account ("Account"). Create your Account at [https://www.kelloggsfamilyrewards.com/en\\_US/sign-up.html](https://www.kelloggsfamilyrewards.com/en_US/sign-up.html). Once you have an Account, you can log in and follow the instructions to complete Proof of Purchase Transactions. Each Proof of Purchase Transaction will add points ("Points") to your Account. The number of Points to be earned varies by Kellogg Product and product size. You can then redeem these Points for rewards through the Kellogg's Family Rewards catalog ("Reward Catalog") at [kelloggsfamilyrewards.com/en\\_US/rewards.html](http://kelloggsfamilyrewards.com/en_US/rewards.html).

### **B. Participation in the Program**

Participation in the Program is open to individuals who are legal residents of the fifty (50) United States and the District of Columbia, who are at least thirteen (13) years of age as of the date of registration in the Program. The Program is void where otherwise prohibited. The Program is sponsored by Kellogg Company, One Kellogg Square, Battle Creek, MI 49016 ("Sponsor") and administered by Brierley+Partners, 5465 Legacy Drive Suite 300, Plano, TX 75024 ("Administrator").

Employees of Sponsor ("Sponsor Employees") and employees of Administrator, their suppliers, subsidiaries, advertising, promotion agencies and any other agencies or companies involved in the development or execution of the Program (collectively, "Administrator Employees") and immediate family members (spouse, parents, siblings, and children) and household members of each (collectively, "Family") may participate under the following conditions: (1) Sponsor Employees and Administrator Employees must participate in the Program using their company email address if one was provided to them; (2) the total number of points a Sponsor Employee or his/her Family participant may redeem in the current Program Period is limited to no more than 75,000 Points; (3) Sponsor Employees may not redeem points for gift cards or other cash equivalents (as defined by the Internal Revenue Service); and

(4) Sponsor Employees, Administrator Employees, and Family are not eligible to participate in any Sweepstakes, Instant Win Game, Contest, or any other game of chance offered under the Program.

Participants may maintain only one Account and pooling of Points by multiple individuals is not permitted, except as expressly stated below in C.3. The Program is open to individuals only who register using their legal name. Any registrations made under an alias will be a violation of these Terms and Conditions. Please review individual promotion and sweepstakes rules for details of eligibility and income tax implications.

Participation in the Program constitutes your agreement to be bound by these Terms and Conditions, and your representation that you meet the eligibility requirements set out in these Terms and Conditions. Those who do not comply with these Terms and Conditions may be prohibited from participating in the Program.

Certain promotions may have additional terms and conditions (“Program Terms”) including, but not limited to, shorter/longer submission requirements or different methods of entry/submission. In these cases, the Program Terms will be listed on the Promotional pages of the website, on the product packaging, and in the official rules. The Program Terms will prevail in the event of any conflict between the Program Terms and these Kellogg’s Family Rewards Program Terms and Conditions.

### C. Earning Points

2. RECEIPTS: Within thirty (30) days of the purchase transaction, Participants can upload an image or images of the entire receipt that contains Participating Products to the Kellogg’s Family Rewards website at [www.KFR.com](http://www.KFR.com) or by texting an image from your mobile device to 89332<sup>1</sup>. Enrollment in our text program is optional. You do not need to consent to receive text messages from Kellogg as a condition of enrolling in Kellogg’s Family Rewards but your mobile number must be saved to your profile in order to send receipts via text.

Receipts may be sent via email to [submit@receipts.kfr.com](mailto:submit@receipts.kfr.com) – only one receipt per email can be sent, if the receipt is long, include multiple images. Email must be sent from the email address tied to your KFR account. In the subject line, please include your KFR account number, which can be found in [Your Account](#).

Receipts may also be mailed to KFR to receive credit in the program. Print and fill out the [Receipt Submission Form](#). You will need to locate your KFR account number, which can be found after logging in, on your [Dashboard](#) page, or by clicking the Your Account icon at the top of KFR.com. Enclose the form and your original receipt(s) ONLY. (We recommend making a copy for your records.) Mail to the address below. Letter must be postmarked within 30 days of purchase. A maximum of five receipts per envelope will be accepted. If more than 5 receipts are sent in one envelope, only 5 receipts will be processed in no particular order, other receipts will be discarded. Allow up to three weeks from the time we receive the letter for points to be awarded and displayed in your account.

Kellogg's Mail In Program  
PO Box 510317  
Milwaukee, WI 53203

Only receipts from purchases made inside the U.S. or from U.S. Military Commissaries are eligible for the Program. Only those receipts that include in a legible manner the store name, date of purchase, bar code, item names, and prices will be considered as an eligible receipt for the purpose of obtaining Points. No more than five (5) receipts may be submitted per day. Points will typically be added to your account within three (3) days but may take longer in some circumstances. Points for participating Kellogg's® products on a receipt submission may only be credited to one KFR account. In the event an item on the receipt cannot be fully identified or verified, Sponsor reserves the right to credit your account in the amount of one hundred (100) Points for such item. In order to prevent double counting, if you choose to link a participating retailer loyalty card to your account (as described below), then you will not earn any Points if you submit receipts associated with that participating retailer loyalty card. For tips on how to properly submit a receipt, including long receipts, go to [https://www.kelloggsfamilyrewards.com/en\\_US/collect-points/upload-receipt.html](https://www.kelloggsfamilyrewards.com/en_US/collect-points/upload-receipt.html).

3. **LOYALTY CARDS:** Sponsor will work with retailers to make it possible to link a retailer's loyalty account ID to this Program. By doing so, you will automatically be able to earn Points every time you purchase participating Kellogg's® products with the participating retailer's loyalty account ID. Before you can take advantage of this process, you must first link your participating retailer loyalty account ID to the Program by following the steps at [https://www.kelloggsfamilyrewards.com/en\\_US/collect-points/add-loyalty-card.html](https://www.kelloggsfamilyrewards.com/en_US/collect-points/add-loyalty-card.html). Approval and linking of the retail loyalty account ID usually takes three (3) to five (5) business days, and Points will be awarded from the time a Participant links the loyalty account ID to the Account and the account ID is validated. No more than eleven (11) retailer loyalty cards can be linked to your Account at any given time. To accommodate households that may have more than one loyalty card from the same retailer, Participants can link up to three (3) participating loyalty cards from the same retailer per Account. Any individual retailer loyalty account ID may be linked to only one KFR account. Points will typically be added to your account within two (2) to seven (7) days but may take longer in some circumstances. Participating retailer loyalty accounts are subject to change at any time. If for some reason a retailer decides to stop being associated with the Program, your linked retailer loyalty account ID will no longer be able to earn Points based on Participating Products purchases. As soon as Sponsor is able to do so, Sponsor will notify you either via email or with a notice on the website instructing you to link another participating retailer loyalty account ID or to earn Points through another approved manner. Participant hereby releases Sponsor from any and all claims relating to uncredited Points that are a result of a retailer opting out of the Program. For questions on how to link a participating retailer loyalty account ID to the Program, go to [https://www.kelloggsfamilyrewards.com/en\\_US/collect-points/add-loyalty-card.html](https://www.kelloggsfamilyrewards.com/en_US/collect-points/add-loyalty-card.html). Sponsor is not responsible for technical failures that may prevent a participating retailer from sending purchase data for members that have linked their loyalty account to their Kellogg's Family Rewards profile.

4. You will be responsible for ensuring the accuracy of your Account. If you believe your Account is not accurate, or that Points were not credited properly, please send an email to Consumer Affairs using the Contact Us link, [https://www.kelloggsfamilyrewards.com/en\\_US/contactUs.html](https://www.kelloggsfamilyrewards.com/en_US/contactUs.html). In addition, from time to time, Sponsor will communicate additional Bonus Offers including, but not limited to, additional Bonus Points on Participating Products, reduced points for redemption of certain items in the Rewards Catalog, completing certain activities on the website, and Bonus Codes. For current Bonus Offers, please visit [kelloggsfamilyrewards.com](https://www.kelloggsfamilyrewards.com) and click [Offers](#). Sponsor shall have no liability for any printing, production, typographical, mechanical or other errors in the Codes, or Point balances in a Participant's

Account. Sponsor reserves the right to delay the processing of Proof of Purchase Transactions, restrict access to your Account or remove Points from an Account if it determines that such Codes were obtained fraudulently or Points were improperly credited to such Account.

5. As a Participant, you are solely responsible for maintaining the accuracy and confidentiality of your Account, email address and password and you agree to accept responsibility for all activities that occur under your Account. Failure to abide by the Program Terms and Conditions or any policies or procedures implemented by Sponsor, any conduct detrimental to Sponsor, or any misrepresentation or fraudulent activities in connection with the Program may result, in addition to any rights or remedies available to Sponsor in law or equity, in the termination of participation in the Program, as well as forfeiture of Points accrued to date and any other benefits you've earned in connection therewith including, but not limited to, the cancelation of pending orders, in Sponsor's sole discretion.

6. Each Participant is responsible for reading the Program Terms and Conditions, and any newsletters and/or Account statements that the Sponsor may send, in order to understand his or her rights, responsibilities and status in the Program, as well as the structure for earning rewards ("Rewards," individually, a "Reward") and to remain knowledgeable as to the number of Points in his or her Account.

7. There is a maximum limit of 50,000 Points per week regardless of the method of Proof of Purchase Transaction used. For purposes of the maximum points per week limit, a week is defined as Sunday, 12:00:00 a.m. ET to Saturday 11:59:59 p.m. ET.

8. Codes and Points do not constitute property, do not entitle a Participant to any vested right or interest and have no cash value. As such, Codes and Points are not redeemable for cash, transferable or assignable for any reason, and are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law. The sale, barter, transfer, or assignment of any Codes or earned Points, other than by Sponsor, is strictly prohibited.

#### D. Redeeming Points for Rewards

1. Participants may redeem their Points for merchandise, discounts, sweepstakes entries, and other offers and items ("Rewards") listed in the "Rewards Catalog" located at [kelloggsfamilyrewards.com/en\\_US/rewards.html](http://kelloggsfamilyrewards.com/en_US/rewards.html). The Rewards Catalog will change periodically and without notice, so be sure to visit [kelloggsfamilyrewards.com](http://kelloggsfamilyrewards.com) often to see what items are currently available. Rewards are offered while supplies last and are not guaranteed to be available throughout the entire Program Period. The Rewards Catalog will list the corresponding Point value required to obtain each item. For details, please review the Rewards Catalog at [kelloggsfamilyrewards.com/en\\_US/rewards.html](http://kelloggsfamilyrewards.com/en_US/rewards.html). All redemptions are subject to the Terms and Conditions of the Program and any conditions or limitations stated in the Rewards Catalog.

2. To redeem Points for Rewards, click on the Rewards Catalog and follow the links and instructions to browse through the available Rewards. Once you have located an item you would like, you can obtain the item by clicking on "Add to Cart" and following the steps to "Checkout". You will receive an email confirmation that the reward has been ordered and the associated Points will be deducted from your Account for that item.

3. Once you have ordered an item from the Rewards Catalog, the order is final and the appropriate number of Points will be deducted immediately from your Account. Points will not be refunded or

placed back into a Participant's Account after an order has been placed. Additionally, Reward items may not be returned, except in limited circumstances as determined in Sponsor's sole discretion, such as with damaged items. For questions regarding damaged items, please Contact Us at [https://www.kelloggsfamilyrewards.com/en\\_US/contactUs.html](https://www.kelloggsfamilyrewards.com/en_US/contactUs.html).

4. To check your order status on any rewards, go to [https://www.kelloggsfamilyrewards.com/en\\_US/your-account/order-history.html](https://www.kelloggsfamilyrewards.com/en_US/your-account/order-history.html). Fulfillment times may vary depending on the rewards(s) ordered. Multiple items ordered at the same time may arrive separately.

5. Sponsor makes no warranties or guaranties, express or implied, including implied warranty of merchantability, fitness for a particular purpose, and implied warranties arising from course of dealing with respect to any rewards obtained through the Program. Please look to the individual manufacturers for whether they provide any guarantees or warranties on items; links to the manufacturers' websites can be found in the Rewards Catalog. Sponsor, at its discretion, may refund points for any redeemed items that are no longer available due to partner discontinuing product or no longer a partner in the Program.

6. All rewards are fulfilled subject to product availability. Items shown in the Rewards Catalog, on the Program website or in other communications are the models available at the time of publication.

#### **E. Inactive Accounts**

Kellogg reserves the right to remove all Rewards Points from an Account in the event of inactivity for ninety (90) consecutive days. Except as explained below in connection with loyalty cards, inactivity is defined as no Proof of Purchase Transactions, no Points or Bonus Points earned, no Login to website or no Point redemption. Kellogg is not obligated to provide extensions and no cash refunds or other exchanges will be allowed for Points that have been removed from an Account based upon inactivity. Participants will be notified after approximately 60 days of inactivity via the email associated with Participant's Account. Please note that the only ways to keep your Account active if you are only using a participating retailer's loyalty card to earn Points will be to log in to the website or to redeem Points.

#### **F. Modification and/or Termination of Program**

1. Sponsor reserves the right to modify the Program, including the Terms and Conditions governing the Program, at any time, with or without notice, even though these changes may affect a Participant's ability to enter Codes and to accumulate and redeem Points. Continued participation in the Program after such action by Sponsor constitutes acceptance of any modification to the Program, including changes to the Terms and Conditions.

2. The current phase of the Program begins on January 1, 2018, at 12:00:00 a.m. ET and is scheduled to end on December 31, 2018, 11:59:59 p.m. ET. Sponsor in its sole discretion reserves the right to shorten, extend, suspend, modify or cancel the Program at any time. Points may be earned and participants will be able to redeem Points at any time during the Program Period as set forth in section D. In the event any of these actions are taken by Sponsor, this may affect a Participant's ability to enter Codes and to accumulate and redeem Points. In the event the Program is terminated, Sponsor will notify Participants of such termination and will provide information on the last day to earn points and enter Codes, to accumulate Points and to redeem Points, if applicable. After that time, any Points remaining in a Participant's Account will be forfeited.

3. Sponsor reserves the right to extend the Program Period in its sole discretion. In the event of an extension of the Program Period, Participants will not be notified and all Points will automatically roll over to the new Program Period.

#### **G. General Terms and Conditions**

1. By participating in this Program, you agree to release and hold harmless Sponsor, its subsidiaries, affiliates, representatives and agents (including any third parties who assist in the administration and fulfillment of the Loyalty Program) and the respective directors, officers and employees of each from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any reward, participation in the Program or any Program-related activities.

2. Sponsor reserves the right to suspend or discontinue the eligibility of any Participant who uses, or is suspected of using, the Program in a manner inconsistent with these Terms and Conditions or any federal or state laws, statutes or ordinances. In addition to suspension or discontinuance of the Program eligibility, Sponsor shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

3. Sponsor is not liable for problems related to any of the equipment or programming associated with or utilized by the Participant, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access any website or online service, for any other technical or non-technical error or malfunction, for lost, late, stolen, illegible, incomplete, garbled, misdirected, mutilated or postage due mail or other mail or email for any reason.

4. Any attempt by any Participant to undermine the legitimate operation of the Program 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.

5. All questions or disputes regarding eligibility for the Program, the availability of items, Points balances or a Participant's compliance with these Terms and Conditions will be resolved by Sponsor in its sole discretion. For all such questions and disputes, please send an email to Consumer Affairs using the Contact Us link, [https://www.kelloggfamilyrewards.com/en\\_US/contactUs.html](https://www.kelloggfamilyrewards.com/en_US/contactUs.html).

6. Neither Sponsor nor Administrator is responsible for any incorrect or inaccurate information supplied by Participants while participating in the Program.

7. Participants are responsible for maintaining current Account Information, including email address, as this information will be used to contact Participants regarding their Account and their activity with the Program.

8. The Program is subject to all applicable laws and regulations. The laws of the State of Michigan, without regard to its conflict of laws principles, will govern these Terms, as well as your and Kellogg's observance of them. If you take any legal action relating to your use of this Program or these Terms, you agree to file such action only in the state or federal courts located in Calhoun County, Michigan.

9. The failure of Sponsor to comply with the Terms because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state, or local governmental authorities or for any other reason beyond the reasonable control of Kellogg, shall not be deemed a breach of the Terms. If any such contingency shall last for more than sixty (60) days, Kellogg shall have the right to terminate the Program immediately by giving notice and shall have no further obligation to any member.

10. Sponsor's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Sponsor in writing.

11. Please review our Privacy Policy at [www.kelloggs.com/privacy.html](http://www.kelloggs.com/privacy.html) which governs the Program to understand our practices in connection with the use and protection of your personal information.

<sup>1</sup>Standard text message and data rates apply. Please check your carrier for details. We will send a confirmation text message after each code or receipt image sent via this method. To stop these texts, please text STOP to 89332.