

## KELLOGG'S FAMILY REWARDS® 6<sup>TH</sup> BIRTHDAY SWEEPSTAKES

### OFFICIAL RULES

**NO PURCHASE NECESSARY OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- PROMOTION DESCRIPTION:** The ***Kellogg's Family Rewards® 6<sup>th</sup> Birthday Sweepstakes*** ("Sweepstakes") begins at 12:00:00 PM (ET) on 7/16/18 and ends at 11:59:59 PM (ET) on 11/16/18 ("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/kfr/global/terms/KFRTermsandConditions.pdf>.
- 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, its parent company, 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.
- HOW TO ENTER:** There are two (2) ways to enter the Sweepstakes:

  - 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 11/16/18 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 card in an outer mailing envelope with sufficient postage affixed to: ***Kellogg's Family Rewards***<sup>®</sup> **6<sup>th</sup> Birthday Sweepstakes**, Attn: Entry, P.O. Box 7674, Kalamazoo, MI 49003-7674. Mail-in entries must be postmarked by 11/16/18 and received by 11/23/18. 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***<sup>®</sup> 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. 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 and ten (10) First Prize winners will be selected in a random drawing on or about 11/26/18 from among all eligible entries received by Sponsor or its designee, whose decisions are

final and binding. The potential prize winners 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. PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS: One (1) Grand Prize – Grand Prize winner will receive 600,000 **Kellogg's Family Rewards**<sup>®</sup> Points (ARV \$600). Ten (10) First Prizes – Each winner will receive 60,000 **Kellogg's Family Rewards**<sup>®</sup> Points (ARV \$60 ea. winner). **Kellogg's Family Rewards**<sup>®</sup> Points are subject to the terms and conditions associated with their use. Total ARV of all prizes \$1,200. Prize will be credited to the winner's **Kellogg's Family Rewards**<sup>®</sup> account upon verification of eligibility. Unclaimed prizes will not be awarded. All applicable federal, state, and local taxes on prize are the sole responsibility of the prize winners. Odds of winning depend on the total number of eligible entries received from all methods combined. Limit one (1) prize per person.
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 ten (10) days after first notification attempt. 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, 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. Winners acknowledge that neither Sponsor nor its agents have made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including, but not limited to, its

quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize, if any, are subject to the manufacturers' terms therefore and winners agree to look solely to such manufacturers for any such warranty and/or guarantee. By participating in this Sweepstakes, 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 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 prizes 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 names of winners, send a self-addressed, stamped envelope by 2/15/19 to: **Kellogg's Family Rewards® 6<sup>th</sup> Birthday Sweepstakes**, Attn: Winner's List, P.O. Box 7674, Kalamazoo, MI 49003-7674. Winner's list to be available after 12/15/18.
10. **SPONSOR:** Kellogg Company, One Kellogg Square, Battle Creek, MI 49016.

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