2021 CELEBRITY CRUNCH CLASSIC SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY

 PROMOTION DESCRIPTION: The 2021 Celebrity Crunch Classic Sweepstakes consists of a Grand Prize Sweepstakes ("Grand Prize Sweepstakes") and a First Prize Sweepstakes ("First Prize Sweepstakes") (collectively, the "Sweepstakes"). The Grand Prize Sweepstakes begins at 12:00:00 AM Eastern Time ("ET") on 1/11/21 and ends at 11:59:59 PM (ET) on 4/8/21 ("Grand Prize Sweepstakes Entry Period") for all methods of entry. The Grand Prize Sweepstakes will award five (5) Grand Prizes in the Sweepstakes. The First Prize Sweepstakes is a periodic Sweepstakes that begins at 12:00:00 AM (ET) on 1/11/21 and ends at 11:59:59 PM (ET) on 7/29/21 for all methods of entry (the "First Prize Sweepstakes Entry Period" – see chart below for details). Sweepstakes entry will be available via the Twitter.com (the "Social Platform") or at www.KFR.com/CelebrityCrunchClassic and/or www.KFR.com/FrostedFlakesCrunch (collectively, the "Websites"). Entries received after the expiration of the Grand Prize Sweepstakes Entry will not be included as entries into the Grand Prize Sweepstakes.

<u>First Prize Sweepstakes</u> will award two hundred (200) First Prizes from among all eligible entries received via the Social Platform Entry and Websites Entry as further described below. First Prize Sweepstakes Entry Periods are as follows:

First Prize Sweepstakes Entry Periods	Dates	# of First Prizes to be Awarded
1	1/11/21 – 4/8/21	100
2	4/9/21 – 5/29/21	70
3	5/30/21 - 7/29/21	30

The Grand Prize Sweepstakes Entry Period and the First Prize Sweepstakes Entry Period are collectively known as the "**Promotion Period**". For purposes of these Official Rules, a "Day" is defined as each twenty-four (24) hour period during the Promotion Period beginning at 12:00:00 AM (ET) and ending at 11:59:59 PM (ET). For purposes of these Official Rules, the First Prize Sweepstakes Entry Period is defined in the chart above. Non-winning First Prize Sweepstakes drawings. Additionally, all eligible First Prize Sweepstakes entries will be automatically rolled over into subsequent First Prize Sweepstakes drawings. Additionally, all eligible First Prize Sweepstakes entries will be automatically entered into the Grand Prize Sweepstakes drawing.

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 the time of entry. Employees of Kellogg Company ("Sponsor"), its parent company, affiliates, subsidiaries, suppliers, advertising and promotion agencies and anyone else connected with the production and distribution of this Sweepstakes (collectively, the "Promotion Entities") and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and/or those living in the same household of each are not eligible to participate. Void where prohibited.

- 3. HOW TO ENTER THE GRAND PRIZE SWEEPSTAKES: There are two (2) methods of entry.
 - A) <u>Social Media</u>. To enter the Grand Prize Sweepstakes via Twitter.com (the "Social Platform"), you must be a registered member of the Social Platform with an account set to public. Becoming a member of the Social Platform and entry into the Sweepstakes are both free. Entrants must go to Twitter.com, log into their account and tweet the hashtag **#CrunchClassicEntry** (the "Hashtag"). All Social Platform posts must be posted to a non-private Social Platform account and must include the Hashtag. By using the Hashtag, you affirm that you have read, understand and agree to these Official Rules. Direct any questions, comments, or complaints regarding the Sweepstakes to Sponsor, not Twitter.
 - B) <u>Websites</u>. To enter the Sweepstakes via the Websites, go to <u>www.KFR.com/CelebrityCrunchClassic</u> and/or <u>www.KFR.com/FrostedFlakesCrunch</u>, 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 the Websites and follow the instructions to complete the registration. Becoming a KFR program member is free. To complete an entry at <u>www.KFR.com/CelebrityCrunchClassic</u>, log into your KFR account, vote for your choice of TEAM PRINGLES or TEAM CHEEZ-IT, and then follow the instructions to submit your entry. To complete an entry at <u>www.KFR.com/FrostedFlakesCrunch</u>, simply log into your KFR account or follow the instructions to register for a KFR account (new members only) to earn an entry. Participation via KFR is subject to the *Kellogg's Family Rewards*[®] Terms and Conditions ("Terms") available at

https://www.kelloggsfamilyrewards.com/content/dam/kfr/global/terms/KFRTermsandC onditions.pdf.

- 4. HOW TO ENTER THE FIRST PRIZE SWEEPSTAKES: There are two (2) methods of entry.
 - A) <u>Social Media</u>. To enter the First Prize Sweepstakes via Twitter.com (the "Social Platform"), you must be a registered member of the Social Platform with an account set to public. Becoming a member of the Social Platform and entry into the Sweepstakes are both free. Entrants must go to Twitter.com, log into their account and tweet the hashtag #CrunchClassicEntry. All Social Platform posts must be posted to a non-private Social Platform account and must include the Hashtag. By using the Hashtag, you affirm that you have read, understand and agree to these Official Rules. Direct any questions, comments, or complaints regarding the Sweepstakes to Sponsor, not Twitter.

B) <u>Websites</u>. To enter the First Prize Sweepstakes via the Websites method of entry, you must be a registered member of the *Kellogg's Family Rewards*[®] ("KFR") program. Follow the entry instructions in rule #3B to enter via the Websites at www.KFR.com/CelebrityCrunchClassic and/or www.KFR.com/FrostedFlakesCrunch.

Limit of (five) (5) entries per person, per entry method, per Day during the Promotion Period.

ALL ELIGIBLE SWEEPSTAKES ENTRIES RECEIVED DURING THE GRAND PRIZE SWEEPSTAKES PERIOD WILL BE ENTERED INTO THE GRAND PRIZE SWEEPSTAKES DRAWING. ALL ELIGIBLE SWEEPSTAKES ENTRIES RECEIVED DURING THE FIRST PRIZE SWEEPSTAKES PERIOD WILL BE ENTERED INTO THE RESPECTIVE FIRST PRIZE SWEEPSTAKES DRAWINGS. ADDITIONALLY, ALL ELIGIBILE FIRST PRIZE SWEEPSTAKES ENTRIES RECEIVE DURING THE GRAND PRIZE SWEEPSTAKES PERIOD WILL BE AUTOMATICALLY ENTERED INTO THE GRAND PRIZE SWEEPSTAKES. If for any reason during the Promotion Period a submission is not compliant with these Official Rules as solely determined by Sponsor, the submission will be disqualified from the Sweepstakes. All entry materials become the property of Sponsor and will not be returned.

NOTE: Entries must be made solely by the entrant. Entries made by any other individual or any entity, and/or originating at any other website, email address, or Social Platform account, 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. Sponsor is not responsible for any change of email address, mailing address and/or phone number of entrants.

The Websites' 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. Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

In the event of a dispute regarding entries, any entries will be deemed to have been submitted by the Authorized Account Holder of the KFR Account and/or Social Platform 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 an account by Sponsor, or its KFR program administrator, Social Platform administrator, Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address, retailer loyalty card account or other organization that is responsible for assigning KFR Accounts associated with the KFR program. Entrants may not participate with multiple KFR accounts, Social Platform

accounts, retailer loyalty card accounts and/or email addresses 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 Social Platform accounts, multiple retailer loyalty card accounts, multiple email addresses, under multiple identities or uses any other device or artifice to enter multiple times beyond the entry limitation stated above 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.

- 5. GRAND PRIZE WINNER SELECTION AND NOTIFICATION: Five (5) Grand Prize winners will be selected in a random drawing on or about 4/12/21 from among all eligible Social Platform and Websites entries received by Sponsor or its designee. Any potential Grand Prize winner(s) that entered via the Social Platform will initially be notified via Direct Message ("DM") and any potential Grand Prize winner(s) that entered via the Websites will initially be notified by email from the Sponsor. Decisions of the Sponsor or its designee are final and binding. 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 upon immediate notification (for Secret Shopper potential winner) or within forty-eight (48) hours 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 randomly selected in Sponsor's sole discretion. Sponsor, in its sole discretion, will attempt to contact up to two (2) alternate 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 provided there is sufficient time remaining to award the prize.
- FIRST PRIZE SWEEPSTAKES WINNER SELECTION AND NOTIFICATION: First Prize Sweepstakes winners will be selected in a random drawing on or about the drawings dates as noted in chart in rule #1 from among all eligible entries received by Sponsor or its designee, whose decisions are final and binding, during the respective First Prize Sweepstakes Entry Period. Any potential First Prize winner(s) that entered via the Social Platform will initially be notified via Direct Message ("DM") and any potential First Prize winner(s) that entered via the Websites will initially be notified by email from the Sponsor. 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 randomly selected in Sponsor's sole discretion. Sponsor, in its sole discretion, will attempt to contact up to two (2) 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

7. PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS: GRAND PRIZE

SWEEPSTAKES - Five (5) Grand Prizes - Each winner will receive a 3-day/2-night trip for winner and one (1) guest to attend a Fantasy Basketball Game in Atlanta, GA with select former college players, coaches and/or celebrities (ARV \$3,500 for each Grand Prize). Additionally, winner **or** his/her guest will have the opportunity to play in the Fantasy Basketball Game. Note: Participation as a player in the Fantasy Basketball Game is physical in nature; individual selected to participate must be able to engage in a moderate to high level of physical activity associated with playing in a full court basketball game. Guest of any Grand Prize winner must be eighteen (18) years of age or older. Selection of individual to participate in the Fantasy Basketball Game is at winner's sole discretion. Each trip includes: round-trip coach air transportation for winner and one (1) guest between a major commercial airport closest to the winner's primary U.S. residence (as selected by Sponsor in its sole discretion) and Atlanta, GA; standard quad-occupancy hotel accommodations consisting of one (1) room for two (2) nights; the opportunity for winner or his/her guest to play in a Fantasy Basketball Game during a Sponsor-selected time period between August 2021 – October 2021 on a team consisting of Sponsor-selected former college players, coaches and/or celebrities. Trip must be taken during the Sponsor-selected time period or prize will be forfeited in its entirety. No transfer or substitution of trip elements will be permitted. Winner and his/her travel companions must depart/return from the same major airport and travel on same itinerary. Trip does not include taxes, meals, tips, gratuities, service charges, hotel room service, laundry service, alcoholic beverages, merchandise, souvenirs, local and long distance telephone calls, airport charges, or any other service or item not specifically described above. Trip is not redeemable for cash. Actual retail value of prize may vary depending on location of winner's residence and may fluctuate due to market conditions, changes in value of components, (e.g. air transportation and hotel rates) and other reasons. If winner lives within two hundred fifty (250) miles of Atlanta, GA, Sponsor will substitute air transportation with ground transportation between winner's residence and hotel in the destination city, and the difference in value will not be awarded. In the event any scheduled event 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. Should Grand Prize winner and/or guest engage in anti-social, belligerent, unruly or otherwise inappropriate conduct in conjunction with award of Grand Prize trip (including but not limited to attendance at Celebrity Crunch Classic activities), the Grand Prize trip will be terminated for Grand Prize winner and/or guest, as appropriate), with Sponsor having no further liability to Grand Prize winner and/or guest, as appropriate, under any legal theory. Should such behavior of Grand Prize winner and/or guest be deemed by Sponsor to be particularly egregious or offensive, Sponsor reserves the right to seek all available legal remedies against Grand Prize winner and/or guest, as appropriate, so as to protect its rights. In the event any scheduled activity associated with the prize and/or any other component of the prize is cancelled for any reason, including safety, health and/or welfare concerns, scheduling conflicts, cancellations, postponement, an event of force majeure, or for any other reason, Sponsor reserves the right, if possible, to reschedule such Grand Prize trip for alternate dates in its sole determination, but if the

Grand Prize trip is not rescheduled, it shall have no obligation other than to award the remainder of the prize. The terms and conditions of any prize related event tickets awarded as part of the prize will govern in the event it cannot be offered due to safety and health conditions, weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Promotion Entities will not be responsible for health and safety conditions, weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage, epidemics or pandemics, or any other natural disaster outside their control that may cause the cancellation or postponement of any prize related event. Prize related tickets awarded as part of the Grand Prize are subject to venue restrictions, other terms and conditions as indicated thereon and may not be resold or offered for resale. Any such resale may result in disgualification and prize forfeiture without compensation of any kind. Odds of winning a Grand Prize depend on the total number of eligible entries received from all entry methods combined during the Grand Prize Sweepstakes Entry Period. FIRST PRIZE SWEEPSTAKES – Two Hundred (200) First Prizes (see chart in rule 1 for Prize distribution) – A \$100 Ticket Cash (to be awarded in the form of a \$100 check to the winner) / ARV \$100 for each First Prize. Odds of winning a First Prize depend on the total number of eligible entries received from all entry methods combined for the respective First Prize Sweepstakes Entry Period. Total ARV of all prizes \$37,500. Unclaimed prizes will not be awarded. All applicable federal, state, and local taxes on prizes are the sole responsibility of the prize winners. Limit one (1) Grand Prize and one (1) First Prize per person in the Sweepstakes. Grand Prize winners will receive an Internal Revenue Service Form 1099 for the ARV of the prize for the tax year in which the prize was awarded.

8. GENERAL: Potential Grand Prize winners will be required to sign and return a notarized Affidavit of Eligibility/Liability Release and, where permitted by law, Publicity Release within seven (7) days after first notification attempt. Guest of a Grand Prize winner (if a minor in his/her state of residence, his/her parent or legal guardian must be the prize winner and must sign on his/her 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 and an alternate winner may be selected. 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. Subject to all federal, state and local laws/regulations. Promotion 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 Sweepstakes or any prize-related activities. By participating, winners release and agree to hold harmless Promotion 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 Sweepstakes, 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 may use the prize winner's name, photograph, likeness, voice, biographical information, prize information, statements, Twitter handle, name 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 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.

- 9. LIMITATIONS AND RELEASES: Promotion 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 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. If for any reason any entry portion of the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disgualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes; and award any remaining prizes from among all eligible entries received up to the action taken by the Sponsor provided a sufficient number of eligible entries have been received. 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 SWEEPSTAKES 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.
- 10. PRIVACY: For information about how Kellogg Company uses your personal information, please see its privacy policy, located at <u>https://www.kelloggcompany.com/en_US/privacy-policy.html</u>.
- 11. GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE GAME SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MICHIGAN WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF

LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

12. WINNER'S LIST: For names of winners, send a self-addressed, stamped envelope by 10/20/21 to: **2021 Celebrity Crunch Classic Sweepstakes**, Attn: Winner's List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winner's list to be available after 8/20/21.

13. SPONSOR: Kellogg Company, One Kellogg Square, Battle Creek, MI 49016.

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