

**KELLOGG'S® NUTRI-GRAIN® POWER-FULLS
"HEAD OF HANGER MANAGEMENT" CONTEST**

OFFICIAL RULES

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. **CONTEST PERIOD:** *Kellogg's® Nutri-Grain® Power-Fulls "Head of Hanger Management" Contest* ("Contest") begins at 12:00:01 AM Eastern Time ("ET") on 5/6/24 and ends at 11:59:59 PM (ET) on 6/14/24 ("Contest Period"). The Contest Period consists of:
 - a) an entry phase that begins at 12:00:00 AM (ET) on 5/6/24 and ends at 11:59:59 PM (ET) on 6/14/24 (the "**Entry Period**");
 - b) a "**Judging Period**" that will start on 5/6/24 and will conclude by 6/21/24 to determine up to five (5) Finalists;
 - c) a "**Finalist Judging Period**" that begins on 6/22/24 and ends by 7/1/24 to determine the Grand Prize winner (subject to verification).

Throughout the Entry Period, eligible entrants will have the opportunity to submit an Entry at the Contest Website, as more fully set forth below. There will be one (1) Grand Prize winner in the Contest that will be determined at the conclusion of the Finalist Judging Period using the judging criteria as further described below.

2. **ELIGIBILITY:** Open to legal residents of the United States residing in the fifty (50) United States and District of Columbia who are eighteen (18) years of age or older at the time of entry. Employees, officers, and directors of Kellanova, its parent company, affiliates, subsidiaries, partners, advertising, promotion and other agencies (collectively, "**Contest Entities**") and their immediate family members and/or those living in the same household of each are not eligible to participate. All federal, state and local laws and regulations apply.
3. **HOW TO ENTER:** During the Entry Period, visit www.NutriGrainHangerManagement.com (the "**Website**") and follow the instructions provided to complete the registration form, including: a written response of between one hundred (100) and two hundred (200) words describing a time when you had to deal with hangriness; a written response between one hundred (100) and two hundred (200) words describing tips for managing hanger in your household, and a written response of one hundred (100) words maximum explaining where you keep your emergency snack stashes (collectively, the "**Responses**"); and then following the instructions to submit to your entry. Responses must be submitted in English. Your entry may also be accompanied by an optional video ("**Video**") demonstrating elements of your Responses and/or showing us how you best manage your "hanger". Your submission form, including your Responses and any optional Video, shall collectively be referred to herein as an "**Entry**". Your Entry does not have to include *Nutri-Grain®* product and/or or Video to be eligible. All mandatory items on the submission form must be completed in its entirety for the Entry to be eligible. Entries

generated by script, macro or other automated means or practices, or by any means which subvert the entry process will be void.

4. **ENTRY REQUIREMENTS:** Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous;
- promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, except those belonging to Sponsor;
- contains any personal identification, such as personal names, license plate numbers, street addresses or e-mail addresses;
- contains copyrighted materials owned by others (including music, photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media);
- contains materials embodying the names, likenesses, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains any individual other than the entrant;
- communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or violates any law.

Entry must be the original work of the entrant, in compliance with Sponsor's Terms of Use available at <https://www.kellanova.com/us/en/terms.html>, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on Sponsor's websites and/or social media pages. Entrant agrees that Contest Entities are not responsible for any unauthorized use of Entries by third parties.

Contest Entities do not guarantee the posting of any Entry and reserve the right to remove any posted Entry for any reason and at any time.

By submitting your Entry, you agree that your Entry conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify your Entry for any reason, including if it determines, in its sole discretion, that your Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

Limit one (1) Entry per person/household during the Contest Period. Any attempt by an entrant, or any other person, to participate using more than one (1) email address may result in disqualification by Sponsor, in its sole discretion.

5. **JUDGING AND FINALIST SELECTION:** During the Judging Period, all eligible Entries received by Sponsor will be judged by a panel of qualified judges to select up to five (5) Finalists based on the following criteria:
- a. Relevance to Prompt (10%) – How closely does the Entry answer the prompt? Is it on topic?
 - b. Explanation (25%) – How strong is the entrant’s justification for why they should be named the “Head of Hanger Management”?
 - c. Creativity (25%) – How creative is the Entry? Did they incorporate anything unique or stand-out?
 - d. Quality (25%) – How high of quality is the Entry? Think: level of thoughtfulness, clear to understand, etc.
 - e. Brand Fit (15%) – Does the Entry mention Nutri-Grain directly or otherwise seem to fit Nutri-Grain’s overall tone/brand story?

In the event of a tie, an additional, “tie-breaking” judge will determine the Finalist based on the criteria listed herein. The judging panel will select a maximum of five (5) Finalist Entries to advance to the Finalist Judging Period. Sponsor may choose less than five (5) Finalists in the event there are not a sufficient number of eligible Entries received. The five (5) Entries with the highest overall scores from the judging panel at the conclusion of the Judging Period will be determined to be the Finalists. Once selected, the five (5) Finalists will be contacted by a representative of the Sponsor or its designee via email; and must agree to a background check and complete a background check authorization form. Sponsor shall have no liability for any Finalist notification that is lost, intercepted or not received by a potential Finalist for any reason. If, despite reasonable efforts, a potential Finalist does not respond within forty-eight (48) hours of the first notification attempt and/or provide their completed authorization within this time period, an alternate Finalist may be selected in accordance with the judging criteria noted herein. Sponsor, in its sole discretion, will attempt to contact up to two (2) potential Finalists in accordance with the above procedure, after which no more potential Finalists will be contacted.

6. **FINALIST JUDGING / GRAND PRIZE SELECTION.** The judging panel will judge the

Finalist Entries using the above noted judging criteria during the Finalist Judging Period in order to determine the Grand Prize winner. The Finalist Entry with the highest overall score from the judging panel at the conclusion of the Finalist Judging Period will be the Grand Prize winner (subject to verification). In the event of a tie between any Finalist Entries, an additional, "tie-breaking" judge will determine the Finalist based on the judging criteria listed herein. The potential Grand Prize winner will be notified via email and will be required to have notarized and return an Affidavit of Eligibility, Release of Liability/Publicity, along with the Winner's Requirements ("**Agreement**") to act as "Head of Hanger Management" including agreement to participate in advertising and promotional activities related to the Contest, and complete / return an IRS Form W-9 (for tax reporting purposes) as described below (collectively, "**Winner's Documents**"). Winner's Documents must be completed and returned within five (5) days of date of notification, or a shorter time if required by exigencies, or a runner-up may be selected. If such documents are not returned within the specified time period, Sponsor is unable to contact any potential winner, potential winner is unable or unwilling to agree to the "Winner's Requirements" (as noted in rule #9) or any potential winner is not in compliance with these Official Rules, winner status and any prize may be forfeited and, at Sponsor's discretion, a runner-up may be selected as the potential winner. Sponsor reserves the right to disqualify a potential winner based on the results of such background check if Sponsor determines in its sole discretion that selecting such potential prize winner might reflect negatively on the Sponsor.

7. **WINNER NOTIFICATION:** The potential winner will be notified by email. Contest Parties 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 seventy-two (72) 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 their prize and an alternate winner may be selected based on the judging criteria as set forth in these Official Rules. 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 winner is found to be ineligible, or if they have not complied with these Official Rules or decline the prize for any reason prior to award, such potential winner will be disqualified and an alternate prize winner may be selected.

8. **PRIZE:**

One (1) Grand Prize is available. The Grand Prize consists of \$20,000 cash (to be awarded in the form of a check to the winner); a one (1) year supply of **Kellogg's® Nutri-Grain® Power-Fulls** (24 boxes total - to be delivered in four (4) shipments of six (6) 4-ct. boxes within the window of July 2024 to August 2025) and the opportunity to be named the official "Head of Hanger Management" for one (1) year. The approximate retail value ("**ARV**") of the Grand Prize is \$20,095.76. The role of "Head of Hanger Management" is subject to the potential winner's agreement with Sponsor

relating to the role with the expectation for the winner to participate in the “Head of Hanger Management” tasks outlined in the “Winner Requirements” section. Sponsor reserves the right to withhold sending product/prize money if the confirmed winner does not fulfill the winner requirements by 8/30/24. Winner’s check and first round of product to be delivered after all required content is submitted. Remaining product to be delivered every 3-months thereafter. Sponsor reserves the right to rescind the title, at its sole discretion.

- 9. WINNER REQUIREMENTS:** The winner will be required to collaborate with the Nutri-Grain brand team on at least four (4) pieces of social content (collectively, “**Winner Content**”). The first two (2) pieces of Winner Content are due by 7/31/24; the second two (2) pieces of Winner Content are due by 8/30/24. Winner Content can be shared by winner in the form of written response, static image and/or video; and Winner Content should include tips and tricks for managing hanger in their household. Any rounds of revision to be mutually agreed upon based on timing and winner comfortability. Winner will also provide 2-5 ideas for future **Kellogg’s® Nutri-Grain®** product flavors/platforms by 7/31/24, via email.

Winner Content may be shared on a combination of Sponsor’s platforms including a mix of Instagram, Facebook, TikTok or Nutri-Grain website with a possibility of finalized Winner Content being cross-posted on winner’s social media channels, at the sole discretion of Sponsor. Winner Content supplied by winner must incorporate mutually approved brand key messages that follow the Program brief (to be provided by Sponsor at a later date), **Kellogg’s® Nutri-Grain® Power-Fulls** product (supplied by brand), and feature the winner and/or their family members. All Winner Content will be submitted via email to a designated Nutri-Grain brand team contact. Winner grants permission to the Sponsor/brand to use their likeness across all channels in relation to the Contest and their role as “Head of Hanger Management.” Should winner’s family be included in Winner Content, Sponsor will require such family members to sign separate publicity releases.

Winner agrees that Sponsor shall own the Winner Content submitted (including the copyright thereto and all rights embodied therein) and that it and its designees may exploit, edit, modify, and distribute the Winner Content and all elements of such Winner Content, including, without limitation, the name and likeness of any person or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without any additional compensation, permission or notification to winner or any third party.

The results and proceeds of all Winner Content created by the winner as described above shall be the exclusive property of Sponsor. Sponsor shall have no obligation (express or implied) to use any Winner Content created pursuant to the above, or to otherwise exploit such Winner Content or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of such Winner Content for any reason, with or without legal justification or excuse, and the winner shall not be entitled to any damages or other relief by reason thereof. The winner may

also be required to participate in media interviews, as determined at the sole discretion of the Sponsor. ONLY INTERVIEWS COORDINATED AND APPROVED BY THE SPONSOR WILL BE PERMITTED DURING WINNER'S TERM AS "HEAD OF ANGER MANAGEMENT" UNLESS APPROVED IN WRITING BY THE SPONSOR IN ADVANCE.

10. **OWNERSHIP/USE OF ENTRIES:** By submitting an Entry into the Contest, each entrant agrees Sponsor shall own the Entry submitted (including the copyright thereto and all rights embodied therein) and that it and its designees may exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the Responses and/or optional Video and name and likeness of any person or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party.
11. **PRIZE LIMITATIONS:** No substitution or transfer of any prize (or any prize component) permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize (or prize component) of equal or greater value, if prize, or portion of prize, becomes unavailable. Grand Prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. The Grand Prize winner will be issued an IRS-1099 form by Sponsor for the actual retail value of the Grand Prize received. If it is discovered during prize verification that any potential winner has entered, attempted to enter, or used multiple accounts to enter more than the stated limit, such potential winner will be disqualified at the discretion of the Sponsor. Entries generated by script, macro or other automated means, which subvert the entry process, are void. All Entries become the property of Sponsor and will not be acknowledged or returned. Contest Parties are not responsible for lost, stolen, damaged, delayed, or undelivered prize.

Contest Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered, or misdirected entries, all of which are void. Upon entering the Contest, entrants grant Sponsor and its affiliates, subsidiaries, parents, licensees, and designees the right to print, publish, broadcast, transfer, and use world-wide, in any media now known or later developed, each winner's name, photo and likeness, for publicity purposes, including but not limited to, in advertisements, and other communications, including but not limited to online and in social media, worldwide, in perpetuity, without additional compensation, notification or permission, except where prohibited by law.

Sponsor is not obligated to use the winner's content if they determine it unusable for any reason. Winner must agree to a background check and risk assessment to be conducted by the Sponsor or its designee, as well as sign a written affidavit, prior to being awarded the prize. Sponsor reserves the right to withhold sending product/prize money if the winner does not fulfill their winner obligations by the respective deadlines (7/31/24 for the first two pieces of content and flavor/platform ideas; 8/30/24 for the second two pieces of content). Winner's check and first round of product will

be delivered after all content is submitted. Sponsor reserves the right to rescind the title, at its sole discretion.

12. **GENERAL CONDITIONS:** Entrants agree that the Contest Entities and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, “**Released Parties**”), (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from any entrant’s acceptance, receipt, possession and/or use or misuse of any prize, including any travel/activity related thereto, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize’s quality or fitness for a particular purpose. Released Parties assume no responsibility for any damage to an entrant’s or any other person’s computer system or wireless phone which is occasioned by accessing the Website or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Released Parties are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen Entries or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest 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 Contest as contemplated herein. In the event Sponsor is prevented from awarding prize or continuing with the Contest as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the potential winner from all eligible, non-suspect entries received prior to action taken using the judging procedure outlined above. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly

authorized representative of Sponsor. 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.

13. **GOVERNING LAW:** 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 CONTEST 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.
14. **PRIVACY:** For information about how the Sponsor uses your personal information, please see its privacy policy, located at <https://www.kellanova.com/privacy-notice.html>.
15. **WINNER'S LIST:** For name of winner, send a self-addressed, stamped envelope by 9/15/24 to: **Kellogg's® Nutri-Grain® Power-Fulls "Head of Hanger Management" Contest**, Attn: Winner's List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winner's list to be available after 7/15/24.
16. **SPONSOR:** Kellanova, One Kellogg Square, South Tower, Battle Creek, MI 49016.