KELLOGG'S[™] POP-TARTS[™] GAMING GIVEAWAY

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

ENTRY IS LIMITED TO ENTRANTS WHO HAVE EMAIL ADDRESSES FROM THE FOLLOWING DOMAINS: YAHOO.COM, GMAIL.COM, HOTMAIL.COM, AOL.COM, COMCAST.NET, MSN.COM, LIVE.COM, SBCGLOBAL.NET, ATT.NET, VERIZON.NET, YMAIL.COM, BELLSOUTH.NET, OUTLOOK.COM, ICLOUD.COM, COX.NET, CHARTER.NET, ROCKETMAIL.COM, AIM.COM, JUNO.COM, WINDSTREAM.NET, MAIL.COM, OPTONLINE.NET, EARTHLINK.NET, ZEDIAN.BIZ, ME.COM.

- PROMOTION DESCRIPTION: The Kellogg's[™] Pop-Tarts[™] Gaming Giveaway (the "Promotion") consists of an online Instant Win Game (the "Game") that is available via a promotional website on the internet using a desktop computer, laptop computer or other web-enabled wireless device. Entry into the Promotion is free. Promotion begins on 6/26/23 at 12:00:00 AM Eastern Time ("ET") and ends on 7/17/23 at 11:59:59 PM (ET) ("Promotion Period").
- 2. ELIGIBILITY: Open to legal residents of the fifty (50) United States and District of Columbia who are eighteen (18) years of age or older at the time of entry. Employees of Kellogg Company ("Sponsor"), its parent company, affiliates, subsidiaries, advertising, promotion and other agencies (collectively, "Promotion 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 PLAY THE GAME: To enter the Promotion and play the Game, you must agree to receive marketing communications from the Sponsor. If you unsubscribe or otherwise request to no longer receive marketing communications, you will not be eligible to receive a prize in the Promotion. To be eligible to win, you must be subscribed to marketing communications at time of winner selection and notification. To play the Game via the Promotion Website method, go online to www.PopTartsGaming.com ("Website") and follow the instructions to register and play the Game. To play the Game, you must successfully complete the puzzle within the allotted time. Upon successful completion of the puzzle within the allotted time, if you receive a winning message at the Website, then you are a winner of an Instant Win Game prize – subject to verification. If you do not successfully complete the puzzle within the allotted time and/or do not receive a winning message upon completion of your Game play at the Website, then you are not a winner. The email address associated with an entry into the Promotion must be from one of the following domains: yahoo.com, gmail.com, hotmail.com, aol.com, comcast.net, msn.com, live.com, sbcglobal.net, att.net, verizon.net, ymail.com, bellsouth.net,

outlook.com, icloud.com, cox.net, charter.net, rocketmail.com, aim.com, juno.com, windstream.net, mail.com, optonline.net, earthlink.net, zedian.biz, me.com. Limit of one (1) Game play per person/email address, per day for the Promotion Period. Game plays must be completed by 11:59:59 PM (ET) on 7/17/23.

 TO CLAIM A GAME PRIZE: If you successfully complete the puzzle within the allotted time and receive an Instant Win Game winning message at the Website
follow the instructions provided to complete the prize claim process. Promotion Entities are not responsible for lost, late, damaged, incomplete, illegible, invalid or misdirected claims.

If by reason of printing or other error, more Game 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. All potential winning Game plays are subject to verification by Sponsor, whose decisions are final and binding. A "Screen Shot" is not proof or evidence of winning a Game play and/or Game prize. An entrant is not a winner of any prize, even if the Website should so indicate, unless and until said entrant's eligibility has been verified and said entrant has been notified that verification is complete. Sponsor will not accept Screen Shots or other evidence of winning in lieu of its validation process. Any Game play that occurs after the system has failed for any reason is deemed a defective Game play and is void and will not be honored. If you do not complete the puzzle within the allotted time and/or do not receive an Instant Win Game prize winning message at the completion of the puzzle within the allotted time at the Website, you are not a winner and you are not eligible for a Game prize. Liability for a Game play containing printing or other errors is limited to replacement with another Game play. The submission of a prize claim is solely the responsibility of the entrant.

No automated entry devices, bots and/or other programs and/or software are permitted in the Promotion. All entries become the sole property of Sponsor and will not be returned. Sponsor is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human or electronic. Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of entries in the Promotion. Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

Any entrant who attempts to play/enter more than stated entry limits using multiple telephone numbers, multiple email addresses or under multiple identities will be disqualified from participation in the Promotion and all entries from that individual will be considered void. Sponsor is not responsible for any change of mailing address and/or telephone number of entrants. In the event of a dispute over the identity of a

participant in the Promotion, participation will be deemed completed by the authorized account holder of the email address provided at the time of participation. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provided, online service provider, wireless carrier, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the email address or wireless telephone number associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. Only fully completed entries are eligible.

5. PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS:

<u>One (1) Grand Prize is available.</u> Grand Prize consists of a custom gaming package (ARV \$4,924 max.). Grand Prize winner will have their choice of one (1) of the following: **PC Gaming Bundle** which includes one (1) gaming desktop computer, one (1) gaming monitor, one (1) gaming headset, one (1) charging dock, one (1) gaming keyboard and one (1) gaming chair (ARV \$3,099); <u>OR</u>, **Gaming Console Bundle** which includes one (1) gaming console, two (2) wireless controllers, one (1) gaming headset, one (1) portable hard drive; one (1) charging station, one (1) gaming chair and one (1) 75" 4K Smart TV (ARV \$4,924). Actual items to be awarded as part of the Grand Prize are at Sponsor's sole discretion.

Secondary Prizes

<u>Two Thousand Six Hundred (2,600) Twitch \$15 code Prizes are available.</u> Prize consists of one (1) Twitch \$15 code. Use of this gift card constitutes acceptance of the following terms and conditions: This card may be redeemed only on Twitch.tv, only by persons age 13 and up, and only for goods and services offered by Twitch or for goods sold on Twitch.tv or its applications. This card cannot be returned, refunded, resold or redeemed for cash, except where required by applicable law. This card cannot be used to buy other gift cards. This card is not redeemable for non-U.S. residents. This card and the value underlying this card do not expire. This card like cash. Twitch is not responsible for lost, stolen, damaged, destroyed or misplaced cards, or cards used without your permission. This card is issued by Twitch Interactive, Inc. Please see additional terms and conditions, including instructions for redeeming this card, at twitch.tv/legal/giftcard. For customer service, visit: help.twitch.tv.

<u>Seven Thousand Eight Hundred Twenty (7,820) Xbox \$5 code Prizes are available.</u> Prize consists of one (1) Xbox \$5 code. Works with Microsoft Store online, Windows 10, Xbox One and Xbox 360 (Xbox Live required). Once redeemed to your U.S. Microsoft account, the full code value will be applied and may be used for eligible purchases (exclusions apply) made directly at select Microsoft digital stores. Eligible purchases and prices vary by region, device, and over time. Geography limitations, country and balance restrictions, taxes, and Internet connection fees may apply. Paid subscriptions required for some content. Age restrictions apply. Except as required by law, credit cannot be redeemed or exchanged for cash and is not refundable. To read full terms and conditions (which may change without notice), go to microsoft.com/cardterms. Void where prohibited or restricted by law. Cards and codes issued by and ©/™/® Microsoft Corp, a Washington Corporation, and/or its affiliates.

<u>Eleven Thousand Two Hundred Fifty (11,250)</u> *Kellogg's[®] Pop-Tarts[®] Prizes are* <u>available.</u> Prize consists of one (1) 8 ct. package of *Kellogg's[®] Pop-Tarts[®]* to be awarded in the form of a digital coupon good at participating retailers (ARV – up to \$3.89 each). Digital coupon must be added to mobile wallet and redeemed at a participating retailer by 8/17/23. Digital coupon can be redeemed at participating retailers found in the link provided in each winner notification email notification.

Odds of winning depend on the total number of eligible entries received, the order in which they are received and the successful completion of a Game play in the allotted time. Unclaimed prizes will not be awarded. All applicable federal, state, and local taxes on prize are the sole responsibility of the prize winners. Total ARV of all prizes \$126,786.50 max. Limit one (1) prize per person in the Promotion. **Grand Prize winner will receive an Internal Revenue Service Form 1099 for the ARV of the prize for the tax year in which the prize was awarded**.

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 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 for any reason. By participating in the Promotion, each entrant agrees that the Promotion Entities (i) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Promotion or in any Promotion related activity, or from entrant's acceptance, receipt, possession and/or use or misuse of any prize, and (ii) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. The Promotion Entities assume no responsibility for any damage to an entrant's or any other person's computer system which is occasioned by participating in the Promotion, 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.

- 7. LIMITATIONS AND RELEASES: Any attempted form of entry into the Promotion, other than the entry methods stated, is prohibited. 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 Promotion if it determines, in its sole discretion, that the Promotion 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 Promotion as contemplated herein. In the event Sponsor is prevented from awarding prize or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select the Grand Prize winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination; no further Instant Win Game prizes will be awarded in this event. 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. 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 PROMOTION 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.
- 9. PRIVACY: For information about how the Sponsor uses your personal information, please see its respective privacy statements, located at <u>https://www.kelloggcompany.com/en_US/privacy-policy.html</u>.

- 10. WINNER'S LIST: For name of Grand Prize winner, send a self-addressed, stamped envelope by 10/1/23 to: *Kellogg's*[™] *Pop-Tarts*[™] *Gaming Giveaway*, Attn: Winner's List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winner's list to be available after 8/1/23.
- 11. SPONSOR: Kellogg Company, One Kellogg Square, Battle Creek, MI 49016
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