

RXBAR™ MANIFX INSTANT WIN GIVEAWAY

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS REQUIRED. VOID WHERE PROHIBITED.

1. **PROMOTION DESCRIPTION.** The **RXBAR™ ManifX Instant Giveaway** is an online entry only Daily Instant Win Giveaway (the “**Giveaway**”) that begins at 12:00:00 AM Eastern Time (“**ET**”) on 9/7/23 and ends at 11:59:59 PM (ET) on 9/21/23 (the “**Promotion Period**”). There will be a total of four hundred fifty (450) Grand Prizes available in the Giveaway (thirty (30) Grand Prizes available each Day of the 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, officers, and directors of Kellogg Company (“**Sponsor**”), its parent company, affiliates, subsidiaries, partners, 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 ENTER.** To enter, 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 as part of this Giveaway. To be eligible to win, you must be subscribed to marketing communications at time of winner selection and notification. During the Promotion Period, you may participate by going online to www.RXBARManifX.com (“**Website**”) and following the instructions to complete an online entry, as directed. If you receive a winning message upon completion of your entry at the Website, then you are a winner of an Instant Win prize – subject to verification. If you do not receive a winning message upon completion of your entry at the Website, then you are not a winner. Online entries must be completed by 11:59:59 PM (ET) on 9/21/23.

Limit one (1) entry per person/email address per Day. For purposes of this Giveaway, a “Day” is defined as a 24-hour period of time beginning at 12:00:00 AM (ET) and ending at 11:59:59 PM (ET). No automated entry devices, bots and/or other programs and/or software are permitted for entry. No mechanically reproduced, altered, forged, or facsimile entries will be accepted. 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 Giveaway or by any technical or human error which may occur in the processing of the entries in the Giveaway. Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Only fully completed entries are eligible.

Use of any automated system to participate is prohibited and will result in disqualification. All potential winning entries are subject to verification by Sponsor, whose decisions are final and binding. Any entry that occurs after the system has failed for any reason is deemed a defective entry and is void and will not be honored.

Sponsor is not responsible for any change of mailing address, email address and/or telephone number of entrants. In the event of a dispute over the identity of an online entrant in the Giveaway, 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 provider, 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. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the email address account associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

4. **TO CLAIM A PRIZE: If you receive an Instant Win winning message upon completion of your entry at the Website – you will also receive an email at the email address used to participate in the Giveaway with information regarding the prize fulfillment process.** Promotion Entities are not responsible for lost, late, damaged, incomplete, illegible, or misdirected claims.

If by reason of printing or other error, more 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 entries are subject to verification by Sponsor, whose decisions are final and binding. A "Screen Shot" is not proof or evidence of winning a entry and/or Giveaway 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 Giveaway entry that occurs after the system has failed for any reason is deemed a defective entry and is void and will not be honored. **If you do not receive an Instant Win winning message at the completion of your entry at the Website, you are not a winner and you are not eligible for a prize.** Liability for an entry containing printing or other errors is limited to replacement with another entry.

5. **PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS: Four hundred fifty (450) Grand Prizes are available in the Giveaway (thirty (30) Grand Prizes available each Day of the Promotion Period).** Each Grand Prize is one (1) RXBAR ManifX kit consisting of one (1) 12-ct. box of custom RXBAR® ManifX bars; one (1) RXBAR-branded notepad; one (1) RXBAR notecard with information about the program; and one (1) marker (ARV \$40 each winner). Total ARV of all prizes \$18,000. Unclaimed prizes will not be awarded. Odds of

winning depend on the total number of eligible entries received and the order in which they are received. All applicable federal, state, and local taxes on prize are the sole responsibility of the prize winner. Limit one (1) prize per person in the Giveaway.

6. GENERAL: 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. By entering Giveaway, entrants agree to release and hold harmless, Kellogg Company, related companies, their parent companies, subsidiaries, limited liability companies, affiliates, directors, officers, employees, assigns and the Promotion Entities ("**Released Parties**") from and against any claim or cause of action arising out of participation or attempt to participate in the Giveaway or receipt or use of any prize. Entrants and winners (i.e. entrants that accept a prize) release and agree to indemnify and hold the Released Parties harmless against any and all claims and liability out of acceptance, possession, use or misuses of the prize, or participation in this Giveaway. Released Parties will have no liability whatsoever for any injuries, losses or damages of any kind (including property damage, personal injuries or death) resulting from acceptance, possession, use and/or misuse of any prize or participation in the Giveaway 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 in any and all media now known or hereafter devised throughout the world, in perpetuity, without additional compensation or consideration, review, approval, notification or permission, unless prohibited by law. By participating in this Giveaway, entrants agree to be bound by the Official Rules and the decisions of the Sponsor, which are final and binding in all respects. Sponsor is not responsible for any typographical or other error in the printing of the offer or in administration of the Giveaway.
7. LIMITATIONS AND RELEASES: Any attempted form of entry into the Giveaway, other than the entry methods stated, is prohibited. Promotion Entities, their respective affiliates, partners and promotion and advertising agencies 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, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, lost or unavailable network connections, telephone connections, wireless phone connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture or entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict an participant's ability to enter the Giveaway, including any injury or damage to participant's or any other person's phone, or other matter relating to or resulting from participating in this Giveaway or downloading any materials in the Giveaway. If for any reason the online entry portion of the Giveaway 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 Giveaway, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Giveaway. Caution: Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Giveaway is a violation of criminal and civil laws 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 Sponsor uses your personal information, please see its privacy statements, located at http://www.kelloggcompany.com/en_US/privacy-policy.html.
9. **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 GIVEAWAY 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.
10. **WINNER'S LIST:** For names of Grand Prize winners, send a self-addressed, stamped envelope by 11/25/23 to: **RXBAR™ Instant Win Giveaway**, Attn: Winner's List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winner's list to be available after 9/25/23
11. **SPONSOR:** Kellogg Company, One Kellogg Square, Battle Creek, MI 49016

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