

## **KELLOGG'S™ NSBW OPERATOR PHOTO PROMOTION**

### **OFFICIAL RULES**

1. **PROMOTION DESCRIPTION:** The ***Kellogg's™ NSBW Operator Photo Promotion*** (the “**Promotion**”) is a random draw sweepstakes that begins on 3/1/19 at 12:00:00 AM Eastern Time (“**ET**”) and ends on 3/31/19 at 11:59:59 PM (ET) (the “**Promotion Period**”) and is open only to K-12 Foodservice Operators. As part of the entry process, eligible entrants will upload a picture of their breakfast menu featuring one (1) of the Participating Products (as defined below) in support of National School Breakfast Week (“**NSBW**”) during the Promotion Period. There will be five (5) Grand Prize winners and twenty (20) Second Prize winners for the Promotion that will be randomly selected at the conclusion of the Promotion Period. Limit one (1) entry per person, per Day – regardless of method of entry. For purposes of this Promotion, a “Day” is defined as a 24-hour period beginning at 12:00:00 AM (ET) and ending at 11:59:59 PM (ET).

2. **HOW TO ENTER:** There are two (2) ways to enter the Promotion:

A. Photo Entry. During the Promotion Period, K-12 Foodservice Operators may enter the Promotion by menuing one (1) of the following products – ***Kellogg's® Nutri-Grain*** cereal bar (Strawberry 38000-59772); ***Kellogg's® Nutri-Grain*** cereal bar (Apple Cinnamon 38000-59779); ***Kellogg's® Nutri-Grain*** cereal bar (Blueberry 38000-90819); ***Kellogg's® Eggo Bites® Mini French Toast*** (Original 38000-80693); ***Kellogg's® Eggo Bites® Mini French Toast*** (Chocolate Chip 38000-80801); ***Kellogg's® Eggo Bites® Mini Pancakes*** (Maple 38000-92562); ***Kellogg's® Eggo Bites® Mini Pancakes*** (Confetti 38000-18574); ***Kellogg's® Eggo Bites® Mini Pancakes*** (Blueberry 38000-92560); ***Kellogg's® Eggo Bites® Mini Waffles*** (Maple 38000-92315); ***Kellogg's® Eggo Bites® Mini Waffles*** (Cinnamon 38000-92313); ***Kellogg's® Pop-Tarts® Made with Whole Grain*** (Frosted Strawberry 38000-55130/Single Pack); ***Kellogg's® Pop-Tarts® Made with Whole Grain*** (Frosted Cinnamon 38000-55122/Single Pack); ***Kellogg's® Pop-Tarts® Made with Whole Grain*** (Fudge 38000-12070/Single Pack); ***Kellogg's® Pop-Tarts® Made with Whole Grain*** (Frosted Blueberry 38000-17196/Single Pack); ***Kellogg's® Pop-Tarts® Made with Whole Grain*** (Frosted Strawberry 38000-55133/Twin Pack); ***Kellogg's® Pop-Tarts® Made with Whole Grain*** (Frosted Cinnamon 38000-55125/Twin Pack); ***Kellogg's® Pop-Tarts® Made with Whole Grain*** (Fudge 38000-12073/Twin Pack); ***Kellogg's® Pop-Tarts® Made with Whole Grain*** (Frosted Blueberry 38000-17199/Twin Pack); ***MorningStar Farms® Veggie Breakfast Sausage Patties CN Labeled*** (28989-97152); ***Keebler® Scooby-Doo™ Bones Cinnamon Graham Sticks*** (30100-50689); ***Keebler® Bug Bites® Cinnamon Grahams*** (30100-55644); ***Keebler® Elf® Grahams Chocolate*** (30100-40239); ***Keebler® Elf® Grahams***

Original/Honey (30100-40213); **Keeber® Elf®** Grahams Cinnamon (30100-40221); **Keeber® Gripz®** Chocolate Chip Grahams (30100-80741); **Keeber® Gripz®** Cinnamon Grahams (30100-45682); **Kellogg's® Crunchmania®** Cinnamon Bun (38000-24518); **Kellogg's® Crunchmania®** French Toast (38000-24520) ("Participating Products"). Then, take a digital picture of the breakfast menu featuring one (1) or more of the Participating Products and go online to <https://www.reply4info.com/kelloggs/NSBW> ("**Website**"), follow the instructions to upload your photo entry consisting of first and last name, title, business name, daytime phone number, email address, mailing address and the photo(s), to complete your entry into the Promotion. Photo entry submissions must be completed by 11:59:59 PM (ET) on 4/30/19. Photo entries submitted with missing information will not be accepted. Digital photos must not exceed 5MB each and must be submitted in .jpg, .png or .pdf format. All photos of menus that include one (1) or more Participating Products must appear during the Promotion Period. Limit one (1) photo entry per person, per Day; each photo entry submitted by an entrant must be new and different from any previously photo entry submitted by the entrant.

B. Mail-in Entry (Alternate Method of Entry). Alternatively, during the Promotion Period, eligible K-12 Foodservice Operators may enter without making a purchase and/or submitting a photo by hand-writing, on a plain 3"x 5" piece of paper, your name, name of facility, business address (including city, state & zip code), daytime phone number, and email address. Then, mail your entry in an envelope with sufficient postage affixed to: **Kellogg's™ NSBW Photo Promotion**, Attn: Entry, P.O. Box 7696, Kalamazoo, MI 49003-7696. Mail-in entries must be postmarked by 3/31/19 and received by 4/7/19. Limit one (1) mail-in entry per person, per Day. No mechanically reproduced, altered, forged, or facsimile entries will be accepted. Kellogg North America Company ("**Sponsor**") not responsible for lost, late, misdirected, illegible, incomplete, damaged, postage due or mutilated mail. Entries become the property of Sponsor and will not be returned.

3. **ELIGIBILITY:** Open only to K-12 Foodservice Operators who are legal residents of the fifty (50) United States and District of Columbia, and are 18 years of age or older, and in good standing with the Sponsor during the Promotion Period and at the time of awarding of the prize. Employees of Kellogg North America Company, its subsidiaries, affiliates, advertising, promotion and other agencies ("**Promotion Entities**") and their immediate family members and/or those living in the same household of each are not eligible to participate.
4. **WINNER SELECTION AND NOTIFICATION:** Prize winners will be randomly selected on or about 5/15/19 from all eligible entries received during the Promotion Period by Sponsor or its designee, whose decisions are final. Any potential winner will be the entrant that is associated with an entry that is randomly selected as a winning entry, subject to eligibility verification.

Potential winner will be notified via email and/or phone, at Sponsor's discretion, within seventy two (72) hours of the random drawing with instructions on how to verify eligibility and claim the prize using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within two (2) business 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 in accordance with the above procedure, after which the prize may go unawarded if it remains unclaimed. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Potential Grand Prize winners must execute an Affidavit of Eligibility/Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If Grand Prize winner fails or refuses to sign and return all Prize Claim Documents within ten (10) days after prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected.

5. **PUBLICITY RELEASE:** By participating in the Promotion, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant or winner of the Promotion, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, likeness, and biographical information in any and all media for any purpose, including without limitation, advertising and promotional purposes, without further compensation, notification, or permission in perpetuity and hereby releases the Promotion Entities from any liability with respect thereto.
6. **PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS:** Five (5) Grand Prizes are available. Each Grand Prize winner will receive a **2019 k-12 Kellogg's® Food Away From Home** branded cart (ARV \$3,150 ea. winner). Twenty (20) Second Prizes – Each Second Prize winner will receive one (1) **Kellogg's®** branded insulated delivery bag (ARV \$40 ea. winner). Total ARV of all prizes \$16,550. Unclaimed prizes will not be awarded. All applicable federal, state, and local taxes on prize are the sole responsibility of the prize winners. Limit one (1) prize per district in the Promotion.
7. **GENERAL:** 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. All federal, state and local laws and regulations apply. Neither Promotion Entities, their respective

parent companies, subsidiaries, affiliates, advertising, promotion agencies nor their officers, directors, employees or assigns will have any liability whatsoever for any injuries, losses or damages of any kind or resulting from acceptance, possession, use and/or misuse of any prize or participation in the Promotion or any prize-related activities. By participating in this Promotion, entrants agree to be bound by the Official Rules and the decisions of the Sponsor. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of any prize.

8. **LIMITATIONS AND RELEASES:** Any attempted form of entry into the Promotion, other than the entry methods stated, is prohibited. Promotion Entities are not responsible for lost, late, misdirected 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 entrant's ability to enter in the Promotion, including any injury or damage to participant's or any other person's computer, or other matter relating to or resulting from participating in this Promotion or uploading any materials in the Promotion. If for any reason the Promotion 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 Promotion, 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 Promotion and select any remaining winner(s) from among all eligible entries received up to the point of the action taken by the Sponsor provided a sufficient number of entries have been received. Caution: Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Promotion 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.
9. **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 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

10. **PRIVACY:** For information about how the Sponsor uses your personal information, please see its privacy policy, located at [https://www.kelloggcompany.com/en\\_US/privacy-policy.html](https://www.kelloggcompany.com/en_US/privacy-policy.html).
11. **WINNER'S LIST:** For names of winners, send a stamped, self-addressed envelope by 6/30/19 to: **Kellogg's™ NSBW Photo Promotion**, Attn: Winner's List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winner's list to be available after 4/30/19.
12. **SPONSOR:** Kellogg North America Company, One Kellogg Square, Battle Creek, MI 49016.

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