

# KELLOGG'S® SPECIALTY CHANNELS – KELLOGG'S™ POP-TARTS™ GAMING SWEEPSTAKES

## OFFICIAL RULES

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST HAVE INTERNET ACCESS IN ORDER TO PARTICIPATE. VOID WHERE PROHIBITED.

- PROMOTION DESCRIPTION:** The *Kellogg's® Specialty Channels – Kellogg's™ Pop-Tarts™ Gaming Sweepstakes* (the “Sweepstakes”) is a Twitter-only Sweepstakes that begins on 10/1/17 at 12:00:00 AM Eastern Time (“ET”) and ends on 3/31/18 at 11:59:59 PM (ET) (the “Promotion Period”).

The Sweepstakes will consist of eight (8) entry periods (“Entry Periods”) as follows:

Entry Period	Start Entry	End Entry	Drawing Date	# of Grand Prizes
1	10/1/17	10/19/17	10/20/17	250
2	10/20/17	11/2/17	11/3/17	250
3	11/3/17	11/16/17	11/17/17	250
4	11/17/17	11/30/17	12/1/17	100
5	12/1/17	12/30/17	12/31/17	50
6	12/31/17	1/29/18	1/30/18	50
7	1/30/18	2/27/18	2/28/18	25
8	2/28/18	3/31/18	4/1/18	25

Throughout the Promotion Period, eligible entrants will have the opportunity to tweet the promotional hashtag on Twitter (the “Submission”), as more fully set forth below in order to enter the Sweepstakes. For purposes of these Official Rules, a “Day” is defined as any 24-hour period beginning at 12:00:00 AM (ET) and ending at 11:59:59 PM (ET). There will be one thousand (1,000) Grand Prize winners in total in the Sweepstakes with the specific number of winners for each Entry Period being randomly selected at the conclusion of the respective Entry Period as noted above. **Non-winning Sweepstakes entries will be automatically rolled over into any subsequent Entry Period(s).**

By participating in the Sweepstakes and posting a Submission using the “Hashtag” (as defined below), each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Kellogg Company (“Sponsor”), which shall be final and binding in all respects.

- ELIGIBILITY:** Sweepstakes is open only to legal residents of the fifty (50) United States and District of Columbia and are thirteen (13) years of age or older at time of entry. Employees of Kellogg Company, Activision Publishing, Inc., Bungie, Inc., their respective parent companies, subsidiaries, affiliates, advertising, promotion and other agencies (collectively, the “Promotion Entities”), and their immediate family

members and/or those living in the same household of each are not eligible to participate. Void where prohibited by law. All federal, state, and local laws and regulations apply.

3. **HOW TO ENTER:** You may enter the Sweepstakes via Twitter by logging into <https://www.twitter.com>, log into your Twitter account and tweet the hashtag **#PopTartsD2Entry** (the “**Hashtag**”). All Twitter entries must be posted to a non-private Twitter account and **MUST** include the Hashtag to be eligible as an entry into the Sweepstakes. You must be a registered Twitter member to enter via the Twitter method of entry. Twitter account registration and Sweepstakes entry is free.

**Direct any questions, comments, or complaints regarding the Sweepstakes to Sponsor, not Twitter.** Limit one (1) entry per person, per Day in the Sweepstakes.

Each entry must meet the following “**Entry Requirements**” (any entry that, in Sponsor’s sole and absolute discretion, violates the following criteria will be disqualified):

- Entries must be posted to a non-private Twitter account; the social media accounts associated with this Sweepstakes can be obtained for free at the Twitter platform or in the applicable app store;
- Entrant must be the rightful owner of the Twitter account associated with the entry;
- Entry must comply with Twitter’s terms and conditions as posted on the Twitter platform;
- Entry must NOT contain any material that infringes or violates any right of a third party including copyright, patent, trademark, trade secret, publicity or other proprietary rights, other than those belonging to Sponsor;
- Entry must NOT contain subject matter which is, or could be considered, in the sole discretion of the Promotion Entities, obscene, pornographic, violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), defamatory, libelous, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., illegal gambling, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, hateful, degrading, harassing, or otherwise unlawful, tortious or objectionable;
- Entry must NOT contain any derogatory references to any of the Promotion Entities.

Note: Sponsor reserves the right, in its sole discretion, to disqualify any entry in the Sweepstakes if Sponsor views the entry as potentially infringing or otherwise a violation or potential violation of a third party’s rights or if it deems the entry to be lacking in taste, quality, or to be otherwise objectionable.

Entrants understand that they are posting their entry at their sole risk. Sponsor is not responsible for any claims arising from the Submissions, specifically including,

but not limited to, claims for intellectual property infringement and privacy rights violations, as well as violations of Twitter's terms and conditions.

Proof of submission is not considered proof of delivery to or receipt of such entry. Furthermore, Sponsor shall have no liability for any entry that is lost, intercepted or not received by the Sponsor.

4. **WINNER SELECTION AND NOTIFICATION:** A total of one thousand (1,000) Grand Prize winners for the Sweepstakes with the winners being randomly selected from all eligible entries received for each respective Entry Period as noted in rule #1 by Sponsor or its designee, whose decisions are final. Potential winner will be the entrant associated with the entry that is randomly selected as a winning entry, subject to eligibility verification. Potential winner will be notified via direct message 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, the 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. Any potential prize winner must execute an Affidavit of Eligibility/Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If 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. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** Each entrant represents and warrants as follows: (i) the entry is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the entry is wholly original with the entrant; and (iii) the entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. By participating in the Sweepstakes, each entrant unconditionally warrants that his/her entry complies with and abides by the entry requirements as provided in the Official Rules. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.
6. **GRANT OF RIGHTS:** Each entrant into the Sweepstakes hereby irrevocably grants to Sponsor, its designees, affiliates, successors and assigns, the non-exclusive,

irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display the entry and/or in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol in perpetuity and throughout the universe for advertising, marketing, publicity and promotional purposes in connection with the Sweepstakes and other promotions. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the entry for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein.

7. **PUBLICITY RELEASE:** By participating in the Sweepstakes, 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 Sweepstakes, 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.
8. **PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS:** One Thousand (1,000) Grand Prizes are available. Each Grand Prize consists of one (1) **Destiny 2** Video Game Download (ARV \$59.99 ea.). The download of the Destiny 2 video game is subject to Bungie, Inc.'s terms and conditions at <https://www.bungie.net/en-us/view/bungie/terms> and Activision's terms and conditions at <https://www.activision.com/legal/terms-of-use>. All Rights Reserved. Total ARV of all prizes \$59,990. Unclaimed prize will not be awarded. All applicable federal, state, and local taxes on prize are the sole responsibility of the prize winner. Limit one (1) prize per person/Twitter account in the Sweepstakes.
9. **GENERAL:** By participating in the Sweepstakes, each entrant agrees that the Sweepstakes Entities (i) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Sweepstakes or in any Sweepstakes 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 Sweepstakes, 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, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers,

satellites, Internet Service Providers, websites, social media platforms or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of the prize or in any prize notification documents, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. If, for any reason, the Sweepstakes is not capable of running as planned, including, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, suspend or extend the Sweepstakes and, in the event of any termination or cancellation, select the winner from among all eligible, non-suspect entries received prior to the termination or cancellation provide a sufficient number of eligible Submissions have been received. Any attempt by an entrant or any other individual to deliberately undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person in connection with the Sweepstakes, is in violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to disqualify the applicable individual and seek damages and other remedies from any such person to the fullest extent permitted by law. If any provisions of these Official Rules are determined to be invalid or unenforceable, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

10. **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 SWEEPSTAKES 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.
11. **PRIVACY:** For information about how the Sponsor uses your personal information, please see its privacy policy, located at <http://www.kelloggcompany.com/privacy.aspx>.
12. **WINNER'S LIST:** For names of winners, send a self-addressed, stamped envelope by 6/20/18 to: **Kellogg's<sup>®</sup> Specialty Channels – Kellogg's<sup>™</sup> Pop-Tarts<sup>™</sup> Gaming Sweepstakes**, Attn: Winner's List, P.O. Box 1716, Battle Creek, MI 49016-1716. Winner's list to be available after 4/20/18
13. **SPONSOR:** Kellogg Company, One Kellogg Square, Battle Creek, MI 49016.

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