

KELLOGG'S™ / SNA NSBW OPERATOR CONTEST

OFFICIAL RULES

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

1. **PROMOTION DESCRIPTION:** The **Kellogg's™ / SNA NSBW Operator Contest** ("Contest") is a Visual Proof-of-Performance & Description Contest for K-12 foodservice operators that begins on 2/20/18 at 12:00:00 AM (ET) and ends on 3/30/18 at 11:59:59 PM (ET) ("Contest Period"). There will be four (4) entry categories which will be defined by school enrollment size; and two (2) Grand Prize winners will be selected from each category based on the results of the judging panel – as further described below.

2. **HOW TO ENTER:** Entrants must take a photo, record a video, create a poster, etc. ("Visual Proof-of-Performance", also "VPOP") and submit this along with a brief Description (five hundred (500) words or less) that together demonstrate how they (the entrant) are helping to increase breakfast participation at their school meal serving site during National School Breakfast Week, 3/5/18 – 3/9/18 ("NSBW") or anytime from 8/1/17 – 3/30/18. To submit an entry, entrants must go to www.KelloggsSpecialtyChannels.com/NSBW ("Website") to complete an official entry form and upload it online at the Website along with their Visual Proof-of-Performance and Description to complete their entry into the Contest. Eight (8) Grand Prize winners (two (2) from each entry category) will be determined by the judging panel using the judging criteria as further described in rule # 4.

Entry categories for the Contest are as follows:

Category #	District Enrollment
1	1 – 7,000
2	7,001 – 30,000
3	30,001 – 100,000
4	100,000+
5	Do Not Know

Note: If an entrant does not know their District Enrollment, the Sponsors and/or its designee will follow-up to assist in confirming the appropriate entry category for the entrant's District Enrollment. Each entry (including the VPOP and Description) must meet the following "**Entry Requirements**" (any entry that, in the sole and absolute discretion of Kellogg Company and School Nutrition Association (collectively, the "Sponsors"), violates the following criteria will be disqualified):

- Entrant must be the rightful owner of the Visual Proof-of-Performance or must have the rights, title and interest necessary to utilize it for the Contest in compliance with these Official Rules;
- Entrant must be the rightful owner of the email account associated with the entry;
- Visual Proof-of-Performance cannot exceed 5MB; photos, posters and/ or videos must be submitted in PDF, Powerpoint, Word document, jpeg, png, wmv, mp4, avi, mov file types (Note: mov file requires Quicktime / Apple software). Limit ten (10) files max. per entry; 100MB max. file size, per file.
- Visual Proof-of-Performance must NOT contain any material that infringes or violates any right of a third party including copyright, trademark, or other proprietary rights, other than those belonging to Sponsors. For example, VPOP should NOT contain sports team logos, celebrity, names or logos of businesses (other than Sponsors);
- For Visual Proof-of-Performance that includes individuals other than the entrant, entrant must be able to provide, if requested, proof of the consent of all other individuals included in the photo (or their parent/legal guardian, if a minor) to submit the visual for purposes of this Contest;
- Visual Proof-of-Performance must NOT contain subject matter which is, or could be considered, in the sole discretion of the Sponsors, 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;
- Visual Proof-of-Performance must NOT contain any content that is protected by copyright (without the express prior written consent of the owner of such right); and
- Visual Proof-of-Performance must NOT contain any derogatory references to any of the Promotion Entities.

Note: Sponsors also reserve the right, in their sole discretion, to disqualify any entry in the Contest if Sponsors view the photo as potentially infringing or otherwise a violation or potential violation of a third party's rights or if it deems the Visual Proof-of-Performance to be lacking in taste, quality, or to be otherwise objectionable.

By entering the Contest, each entrant acknowledges and agrees that: (a) Sponsors are granting entrants a limited, non-exclusive license to use Sponsors' names, products, trademarks and logos (collectively, "**Sponsors' IP**") in connection with, and solely as a part of, the Contest; (b) entrants shall have no right, title or interest in the Sponsors' IP; and (c) any use of the Sponsors' IP other than as permitted by these Official Rules may constitute copyright infringement.

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

Limit one (1) entry per person in the Contest, but entrant may submit up to ten (10) VPOP's with his/her entry. In the event of a dispute regarding entries, any entry will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry, provided that person meets all eligibility requirements set forth in these Official Rules. "Authorized Account Holder" means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entrants may not participate with multiple e-mail addresses, nor may entrants use any device or artifice to enter multiple times or as multiple entrants during the Contest. Any entrant who attempts to enter with multiple e-mail addresses, under multiple identities or uses any other device or artifice to enter multiple times during the Contest will be disqualified from participation in the Contest and all entries submitted by that entrant will be void.

Sponsors reserve the right to disqualify entrants, as determined in their sole discretion, for tampering with the entry process of the Contest and/or undermining the Contest. By entering the Contest, the entrant gives the Sponsor the right to use, edit, or publish the entry (including Visual Proof-of-Performance) in any form, manner, or media and for any commercial or non-commercial purpose, without further compensation. All winners irrevocably assign and transfer all rights, title and interest in the entry to the Sponsors, and, if required, will sign any documents necessary to transfer copyright and rights of publicity. Individual winners may have to certify that their entry was original and produced by the entrant and no other person or entity holds rights to entry. Eligible entries may be published in print and/or digital communications in the future for public viewing by the Sponsors at their sole discretion. Whether an entry is selected for future print and/or electronic publication is at the sole discretion of the Sponsors. No automated entry devices, bots and/or other programs and/or software are permitted. All entry materials become the property of Sponsors and will not be returned. Sponsors are not responsible for any change of mailing address, email address, and/or telephone number of entrants.

3. **ELIGIBILITY:** Open to legal residents of the fifty (50) United States and District of Columbia who are 18 years of age or older; and are employed by a School Food Authority or Local Education Authority to work in a school or district K-12 school meals operation. Employees of Kellogg Company, School Nutrition Association, their parent companies, affiliates, subsidiaries, advertising and promotion agencies (collectively "Promotion Entities") and their immediate family members and/or those living in the same household of each are not eligible to participate.
4. **CONTEST JUDGING:** Throughout the Contest Period, all approved entries will be judged based on the following equally weighted judging criteria: a) creativity and originality; and, b) how the entry demonstrates enthusiasm for and encourages school breakfast participation during NSBW 2018 or anytime 8/1/17 – 3/30/18. The judging of entries will be conducted under the supervision of 50% Kellogg Company employees and 50% School Nutrition Association employees/members, collectively –

the judging panel ("Judging Panel"), whose decisions are final and binding in all respects relating to selections. The two (2) entries in each entry category that receive the highest and second highest total scores, respectively, from all entries received in their category will be declared the Grand Prize winners for their entry category – subject to verification. In the event of a tie, the tied entries will be evaluated by an additional judge using the above-referenced judging criteria to determine the winner from among the tied entries. In the event there are not sufficient qualified entries received for any category, the prize(s) for that particular category will go unawarded. Winners will be notified by email, phone and/or mail at Sponsors' discretion.

5. PRIZES AND APPROXIMATE RETAIL VALUES (ARV): Eight (8) Grand Prizes (two (2) prizes per Category) – Each winner will receive a paid-registration to the **2018 School Nutrition Association Annual National Conference** ("SNA ANC") ("Conference") in Las Vegas, NV scheduled to be held from 7/9/18 – 7/12/18 (ARV \$500 ea. winner). Prize also includes an electronic gift certificate for \$50 to www.Kelloggstore.com (to be used by winner to purchase **Kellogg's**[®] branded premium items); a **Kellogg's**[®] cereal box with the winner's picture printed on it; and each winner will be invited to the **Kellogg's**[®] booth at the Conference to meet with members of the media to discuss the activities being used at their school or district to increase breakfast participation. **Transportation to/from the Conference, lodging, meals and/or any other expenses associated with the Conference are not included as part of the prize.** Total ARV of all prizes \$4,000. Unclaimed prizes will not be awarded. All applicable federal, state, and local taxes on prizes are the sole responsibility of the prize winners. Limit one (1) prize per person.
6. GENERAL: Potential prize winners will be required to sign and return a notarized Affidavit of Eligibility/Liability Release, and where permitted by law, Publicity Release within twenty one (21) days after first notification attempt. Winners may be required to provide proof of eligibility prior to awarding of any prize. If prize notification or prize is returned as non-deliverable, prize may be forfeited and an alternate winner may be selected. No correspondence will be acknowledged. No cash equivalents, substitutions or transfer of prize permitted except that Sponsors reserve the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable. Subject to all federal, state and local laws/regulations. Neither Sponsors, their parent companies, subsidiaries, affiliates, advertising, promotion agencies nor their employees will have any liability whatsoever for any injuries, losses or damages of any kind caused by any prize or resulting from acceptance, possession, use and/or misuse of any prize or participation in the Contest or any prize-related activities. Acceptance of a prize shall be construed as and signify the winner's agreement and consent that Sponsors may use the winner's name, voice, likeness and/or prize information, without limitation, for commercial or non-commercial purposes without further consideration, review, approval or payment, where allowed by law. By participating in this Contest, entrants agree to be bound by the Official Rules and the decisions of the judges, which are final and binding in all respects. Sponsors are not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize.

7. LIMITATIONS AND RELEASES: Promotion Entities are not responsible for lost, late, incomplete, 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 or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsors on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason this Contest is not capable of running as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Sponsors which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsors reserve the right at their sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest and determine the winners using the judging criteria herein for all eligible entries received up to the point of the action taken by the Sponsors provided that a sufficient number of eligible entries have been received. Caution: Any attempt by an individual to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsors reserve the right to seek damages from any such individual to the fullest extent of the law.
8. PRIVACY: For information about how Kellogg Company uses your personal information, please see its privacy policy, located at <http://www.kelloggcompany.com/privacy.aspx>.
9. WINNER'S LIST: For names of winners, send a self-addressed, stamped envelope by 6/30/18 to: **Kellogg's™ / NSBW Operator Contest**, Attn: Winner's List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winner's list to be available after 4/30/18.
10. SPONSORS: Kellogg Company, One Kellogg Square, Battle Creek, MI 49016; and School Nutrition Association, 120 Waterfront Street, Suite 300, Oxon Hill, MD 20745.

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