

KELLOGG'S™ BUTTER CLUB GETAWAY SWEEPSTAKES

OFFICIAL RULES

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

1. **PROMOTION DESCRIPTION.** The ***Kellogg's™ Butter Club Getaway Sweepstakes*** (the "**Sweepstakes**") is an online entry only Sweepstakes that begins on 8/7/23 at 8:00:00 AM Eastern Time ("**ET**") and ends on 8/31/23 at 11:59:59 PM (ET) (the "**Promotion Period**").
2. **ELIGIBILITY.** Open to legal residents of the fifty (50) United States and District of Columbia who are twenty-one (21) years of age or older at the time of entry. Employees, officers, and directors of Kellogg Company ("**Sponsor**"), JaM Cellars Inc., their respective parent companies, affiliates, subsidiaries, partners, advertising, promotion and other agencies (collectively, "**Promotion Entities**"), and wholesalers, suppliers, distributors and retailers of alcoholic beverage licensees, 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 email marketing communications from the Sponsor throughout the Promotion Period and awarding of the prize. If you unsubscribe or otherwise request to no longer receive email marketing communications, you will not be eligible to receive a prize as part of this Sweepstakes. To be eligible to win, you must be subscribed to email marketing communications at time of winner selection and notification.

During the Promotion Period, you may enter by going online to www.clubcrackers.com/ButterClubGetaway ("**Website**") and following the instructions to complete and submit the entry form as directed. Online entries must be submitted by 11:59:59 PM (ET) on 8/31/23.

Limit one (1) entry per person/email address during the Promotion Period. 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 Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. 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 Sweepstakes, 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. RANDOM DRAWING: One (1) potential Grand Prize winner and ten (10) potential Secondary Prize winners will be selected in a random drawing to be conducted on or about 9/1/23 from among all eligible entries received by Sponsor or its designee. The decisions of the Sponsor and its designee are final and binding.
5. WINNER NOTIFICATION: Potential Grand Prize winner and potential Secondary Prize winners will be notified by email, using contact information provided or collected at time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours 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, provided sufficient time is remaining to award the prize. Sponsor, in its sole discretion, will attempt to contact up to two (2) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such prize will be forfeited and an alternate prize winner may be selected.
6. PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS: One (1) Grand Prize is available. Grand Prize consists of a 3-day/2-night trip for winner and up to three (3) guests to JaM Cellars' Wine & Music Studio in Napa, California (ARV \$7,150). Prize includes: round-trip coach air transportation for winner and up to three (3) guests between a major commercial airport close to the winner's primary U.S. residence (as selected by Sponsor in its sole discretion) and San Francisco, CA; ground transportation to/from airport/hotel, standard quad-occupancy hotel accommodations consisting of one (1) room for two (2) nights; \$1,200 (for meal stipend – to be awarded in the form of a check to the winner); four (4) boxes of **Kellogg's® Club® x Butter Chardonnay Minis**; one (1) \$225 bank-issued, pre-loaded gift card (which may be used towards the purchase of twelve (12) bottles of

Butter Chardonnay by JaM Cellars); and a Platinum tasting experience at the JaM Cellars Wine & Music Studio and reserved seating during a live-music JaMSession at JaM Cellars during their visit. Gift card is subject to separate terms and conditions imposed by issuer. **Guests of Grand Prize winner must be 21 years of age or older. Trip must be taken by 8/31/24 on dates mutually agreed upon between Sponsor and winner or prize will be forfeited in its entirety. Certain restrictions and blackout dates may apply.**

Trip Prize Terms and Conditions. Winner and their guests must depart/return from the same airport and travel on same itinerary. Trip does not include taxes, meals, tips, gratuities, service charges, hotel room service, laundry service, alcoholic beverages, merchandise, souvenirs, local and long-distance telephone calls, airport charges, or any other service or item not specifically described above. Trip is not redeemable for cash. Actual retail value of prize may vary depending on location of winner's residence and may fluctuate due to market conditions, changes in value of components, (e.g. air transportation and hotel rates) and other reasons. If winner lives within two hundred fifty (250) miles of Napa, CA, Sponsor may substitute air transportation with alternate transportation between winner's residence and hotel to JaM Cellars, and the difference in value will not be awarded. 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. In the event any scheduled event associated with the prize and/or any other component of the prize is cancelled, delayed, or postponed for any reason outside the control of the Sponsor, Sponsor will have no further obligation, other than to award the remainder of the prize. **Grand Prize winner's guests must be 21 years of age or older.** Sponsor and JaM Cellars reserve the right to remove or to deny entry to JaM Cellars Wine & Music Studio to any winner and/or their guest(s) who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the venue. Promotion Entities will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any activities associated with any part of the trip prize in this Sweepstakes. Promotion Entities will not be responsible for health and safety conditions, weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage, epidemics or pandemics, or any other natural disaster outside their control that may cause the cancellation or postponement of any prize related event. **Grand Prize winner will receive an Internal Revenue Service Form 1099 for the actual retail value of the prize for the tax year in which the prize was awarded.**

Ten (10) Secondary Prizes are available. Each Secondary Prize consists of four (4) boxes of **Kellogg's® Club® Crackers x Butter Chardonnay Minis**; and one (1) \$100 bank-issued, pre-loaded gift card (which may be used towards the purchase of Butter Chardonnay by JaM Cellars) / ARV \$120 each prize. Gift cards are subject to separate terms and conditions imposed by issuer.

Unclaimed prizes may not be awarded. Odds of winning a prize depend on total number of eligible entries received. All applicable federal, state and local taxes on prizes are the sole

responsibility of the prize winners. Total ARV of all prizes \$8,350. Limit one (1) prize per person/email address.

7. 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. Guests of Grand Prize winner must sign and return a Liability/Publicity Release prior to ticketing of 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 Sponsor reserves the right to substitute a prize of equal or greater value. By entering Sweepstakes, entrants agree to release and hold harmless, Promotion Entities, related companies, limited liability companies, and their affiliates, directors, officers, employees, assigns ("**Released Parties**") from and against any claim or cause of action arising out of participation or attempt to participate in the Sweepstakes 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 Sweepstakes. 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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes.
8. LIMITATIONS AND RELEASES: Any attempted form of entry into the Sweepstakes, 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 a participant's ability to enter the Sweepstakes, 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 Sweepstakes or downloading any materials in the Sweepstakes. If for any reason the online entry portion of the Sweepstakes 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 Sweepstakes, 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 Sweepstakes; and award the prizes from among all eligible non-suspect entries received from all methods combined up to the action taken by the Sponsor provided a sufficient number of eligible entries have been received. Caution: Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Sweepstakes 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. **PRIVACY:** For information about how Kellogg Company uses your personal information, please see its privacy statements, located at https://www.kelloggcompany.com/en_US/privacy-policy.html.
10. **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 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. **WINNER'S LIST:** For names of winners, send a self-addressed, stamped envelope by 11/15/23 to: **Kellogg's™ Butter Club Getaway Sweepstakes**, Attn: Winner's List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winner's list to be available after 9/15/23.
12. **SPONSOR:** Kellogg Company, One Kellogg Square, Battle Creek, MI 49016

®, ™, © 2023 Kellogg NA Co.

© Copyright JaM Cellars Inc. JaM Cellars Inc. is not a sponsor or co-sponsor of this promotion.