

KELLOGG'S™ SUMMERTAINMENT SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY

1. **PROMOTION DESCRIPTION:** The *Kellogg's™* **Summertainment Sweepstakes** (“**Sweepstakes**”) begins at 12:00:00 AM Eastern Time (ET) on 5/1/23 and ends at 11:59:59 PM (ET) on 11/30/23 (“**Promotion Period**”). Sweepstakes entry will be available via the digital receipt upload of a purchase of a Participating Product at the promotion website; and “No Purchase Necessary” entry via mail-in, as further defined below. For purposes of these Official Rules, a “Day” is defined as each twenty-four (24) hour period during the Promotion Period beginning at 12:00:00 AM (ET) and ending at 11:59:59 PM (ET). At the conclusion of the Promotion Period, three hundred (300) Grand Prize winners will be randomly selected, as more fully described below.
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. Eligible entrants who are less than the age of majority in their state of primary residence must have a parent/legal guardian’s permission to enter the Sweepstakes. Employees of Kellogg Company (“**Sponsor**”), its parent company, affiliates, subsidiaries, suppliers, advertising and promotion agencies and anyone else connected with the production and distribution of this Sweepstakes (collectively, the “**Promotion Entities**”) and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and/or those living in the same household of each are not eligible to participate. Void where prohibited.
3. **HOW TO ENTER THE SWEEPSTAKES:** There are two (2) methods of entry.
 - A) **Purchase Entry:**
 1. **BUY** one (1) or more of any of the following Participating Products - *Cheez-It® Puff'd™* **Double Cheese** crackers (5.75 oz.); *Cheez-It® Puff'd™* **White Cheddar** crackers (5.75 oz.); *Cheez-It® Snap'd™* **Double Cheese** crackers (7.50 oz.); *Cheez-It® Snap'd™* **Sour Cream & Onion** crackers (7.50 oz.); *Cheez-It® Snap'd™* **Jalapeño** crackers (7.50 oz.); *Kellogg's® Club®* **Ranch Crisps** (7.10 oz.); *Kellogg's® Club®* **Sea Salt Crisps** (7.10 oz.) (“**Participating Products**”) during the Promotion Period (“**Qualifying Purchase**”).
 2. **TAKE A PIC** of your receipt showing the Qualifying Purchase.
 3. **UPLOAD** the receipt to www.ksummersweeps.com (“**Website**”). Uploads must be completed within fourteen (14) days of purchase of a Participating Product in order for process to be completed; upload must be completed no later than 12/14/23. Only a Qualifying Purchase of a Participating Product is valid for an entry via the Purchase method of entry. Photo must include the entire receipt from top to bottom, including all four (4) corners. Be sure that the store name, purchase date, bar code (if available), items and prices are legible in your image(s). Blurry and/or unreadable receipt images will be rejected. For help or more information, visit www.ksummersweeps.com. If you wish to enter without making a purchase, then you should enter the Sweepstakes using the No Purchase Entry option below. Entry by making a purchase of a Participating Product and uploading a receipt to the

Website will not improve your chance of winning. Proof of uploading an image of a receipt at the Website is not considered proof of delivery to or receipt by Sponsor of such Sweepstakes entry.

- B) **No Purchase Entry**: To enter the Sweepstakes without making a purchase, hand print in ink on a 3" x 5" piece of paper, your full name, complete address and zip code, daytime phone number including area code and age. Mail this completed entry in an outer mailing envelope with sufficient postage affixed to: **Kellogg's™ Summertainment Sweepstakes**, Attn: Entry, P.O. Box 7780, Kalamazoo, MI 49003-7780. Mail-in entries must be postmarked by 11/30/23 and received by 12/7/23. No copies, facsimiles or mechanical reproductions will be accepted. Promotion Entities assume no responsibility for lost, late, incomplete, stolen, misdirected, illegible or postage due entries or mail. Limit one (1) mail-in entry per outer stamped mailing envelope per person. Promotion Entities are not responsible for lost, late, misdirected, illegible, incomplete, damaged, stolen, postage due or mutilated mail.

Limit of five (5) entries per person, per day – regardless of method of entry.

NOTE: Entries must be made solely by the entrant. Entries made by any other individual or any entity, and/or originating at any other website or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited. Sponsor is not responsible for any change of email address, mailing address and/or phone number of entrants.

The Website's database clock will be the official timekeeper for online entries in this Sweepstakes. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or 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.

In the event of a dispute regarding Website entries, any entries 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 (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entrants may not participate with multiple email addresses, nor may entrants use any device or artifice to enter as multiple entrants in the Sweepstakes. Any entrant who attempts to enter with multiple email addresses, under multiple identities or uses any other device or artifice to enter multiple times beyond the entry limitation stated above will be disqualified from participation and all entries submitted by that entrant will be void. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. Promotion Entities are not responsible for any change of mailing address, email address, and/or telephone number of entrants. The Promotion Entities assume no responsibility or liability for any error,

omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

4. **WINNER SELECTION AND NOTIFICATION:** Winners will be selected in a random drawing to be conducted on or about 12/15/23 among all eligible entries received from all methods combined by Sponsor or its designee. The decisions of the Sponsor are final and binding. Potential Grand Prize winners will be notified by email, phone and/or mail, using contact information provided or collected at the time of entry. Promotion Entities 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. 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.

5. **PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS:**

Three Hundred (300) Grand Prizes are available. Each Grand Prize winner consists of one (1) JBL® Pulse 5 Speaker (ARV \$250 each winner). Total ARV of all prizes \$75,000. Odds of winning depend on the total number of eligible entries received from all entry methods combined during the Promotion Period. Unclaimed prizes will not be awarded. Limit one (1) prize per person/email address. All applicable federal, state, and local taxes on prizes are the sole responsibility of the prize winner.

6. **GENERAL:** If prize notification or prize is returned as non-deliverable, prize may be forfeited and an alternate winner may be selected. 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. Subject to all federal, state and local laws/regulations. By entering the Sweepstakes, each entrant agrees to release, defend, indemnify and hold harmless Promotion Entities, their respective affiliates, directors, employees, officers, and agents (“**Released Parties**”) from and against any and all claims, liability, injury, loss, costs, expenses, fines, penalties, or damage of any kind, including but not limited to personal injury or death, arising from or in connection with entry or participation in the Sweepstakes, or the awarding, receipt, acceptance, possession, travel-related to, defect in, use, inability to use or misuse of any prize or participation in any Sweepstakes-related or prize-related activity (collectively “**Claims**”). Released Parties will not have any liability whatsoever for any Claims. 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, including, without limitation, for promotional purposes, without further consideration, review, approval or payment, where allowed 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. Promotion Entities are not responsible for any typographical or other error in the printing of the offer or in administration of the Sweepstakes. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

7. **LIMITATIONS AND RELEASES:** Promotion Entities 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 or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any website and/or wireless network or any combination thereof. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper entry and/or feasibility of the Sweepstakes as contemplated herein. If for any reason any 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 prize(s) from among all eligible entries received up to the action taken by the Sponsor provided a sufficient number of eligible entries have been received. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. **CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF LAW 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 Kellogg Company uses your personal information, please see its privacy policy, located at https://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 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.
10. **WINNER'S LIST:** For names of winners, send a self-addressed, stamped envelope by 2/28/24 to: **Kellogg's™ Summertainment Sweepstakes**, Attn: Winner's List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winner's list to be available after 12/31/23.
11. **SPONSOR:** Kellogg Company, One Kellogg Square, Battle Creek, MI 49016.

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