## CHEEZ-IT<sup>™</sup> THREEZ-IT GIVEAWAY

## OFFICIAL TERMS AND CONDITIONS

1. **PROMOTION DESCRIPTION**: The **Cheez-It**<sup>™</sup> **Threez-It Giveaway** (the "**Promotion**") is a first come, first served giveaway ("**Giveaway**") that takes place from 5/17/25 through 10/31/25 (the "**Promotion Period**").

The Promotion Period will consist of a series of separate Giveaway periods (each, a "Giveaway Period") wherein eligible consumers who are in attendance at an Indiana Fever 2025 regular season and/or post season (if applicable) home basketball game will have an opportunity to participate (each, an "Event" and collectively, the "Events"). During each Event, at a randomly determined time during regulation time of a game, an announcement will be made on the arena jumbotron indicating the number of three-point shots that the Indiana Fever team must successfully make to activate the Giveaway for the respective home game. Then, if the Indiana Fever successfully makes the designated number of three-point shots during regulation time of the respective game, a QR code will appear on the arena jumbotron screen at a randomly determined time. At that time, the Giveaway Event will be activated in the arena. To participate in the Giveaway, scan the QR code on the arena jumbotron with your web-enabled cellular phone, go to the promotion website (the "Giveaway Website"); and follow the instructions to be one of the first one thousand five hundred eighty (1,580) individuals (intended minimum amount per activation – may be less depending on number of eligible participants per each activation) at the respective Indiana Fever 2025 regular season and/or post season (if applicable) home game to claim one (1) box of Cheez-It® crackers (12.4 oz. or smaller); or one (1) bag of Cheez-It<sup>®</sup> Snap'd<sup>™</sup> (7.5 oz. or smaller) (up to ARV \$4.49 each) ("Offer"). For purposes of these Official Terms and Conditions, 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). Offer is good while supplies last for each Giveaway.

By participating in the Promotion and claiming an Offer, each entrant unconditionally accepts and agrees to comply with and abide by these Official Terms and Conditions and the decisions of the Kellanova ("**Sponsor**"), which shall be final and binding in all respects. **Message and data rates may apply.** By participating at the Promotion from your wireless device, you agree to receive a minimum of one (1) SMS message regarding the Promotion. You may opt-out of receiving the promotional messages from Sponsor at any time after receipt of the one (1) confirmation SMS message by clicking on the UNSUBSCRIBE link at the bottom of the email and texting "STOP" after receipt of one (1) SMS message. By participating in the Promotion from your wireless device, the participant grants permission to the Sponsor to notify them via a return SMS and must agree to accept all applicable charges associated therewith. You are responsible for all applicable fees and taxes associated with participating in the Promotion from your wireless device. Proof of submission is not considered proof of delivery to or receipt of participant's information by Sponsor or its designee.

2. ELIGIBILITY: Promotion is open only to legal residents of the fifty (50) United States and District of Columbia who are eighteen (18) years of age or older at time of entry and are in attendance at an Indiana Fever 2025 regular season and/or post season (if applicable) home basketball game during the Promotion Period. Employees of Kellanova, its parent company, 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. OFFERS/APPROXIMATE RETAIL VALUES (ARV):

One Thousand Five Hundred Eighty (1,580) Offers (at a minimum) are available for each Indiana Fever 2025 regular season and post season (if applicable) home game during the Promotion Period. <u>Offers will be available during each respective Giveaway</u> <u>Period during the Promotion Period and are subject to Offer activation conditions (see rule #1)</u>. Each Offer consists of one (1) box of **Cheez-It**<sup>®</sup> crackers (12.4 oz. or smaller); or one (1) bag of **Cheez-It**<sup>®</sup> **Snap'd**<sup>™</sup> (7.5 oz. or smaller) - to be awarded in the form of Barcode Buck\$<sup>®</sup> / up to ARV \$4.49 each. Barcode Buck\$ expire on 11/30/25. Barcode Buck\$<sup>®</sup> can only be redeemed at participating retailer found in the link to participating each Offer recipient's notification SMS message. Barcode Buck\$<sup>®</sup> will be delivered via reward link sent to the reward recipient by a one-time text message. Message and data rates may apply. Barcode Buck\$<sup>®</sup> are subject to the terms and conditions associated with their use. Unclaimed/unredeemed offers will not be awarded. Limit one (1) Offer per person, per Day in the Promotion.

4. GENERAL: No cash alternative or Offer substitutions will be allowed, except Sponsor reserves the right to substitute Offer of comparable value if an Offer listed is unavailable for any reason. Offer recipients shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable Offer. Acceptance of an Offer constitutes such Offer recipient's permission for Sponsor and its designees to use their name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation, unless prohibited by law. By participating in the Promotion, each entrant agrees that the Promotion Entities (i) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Promotion or in any Promotion related activity, or from entrant's acceptance, receipt, possession and/or use or misuse of any Offer, and (ii) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any Offer 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 Promotion, 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 Offer 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 Offer or in any Offer 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 Promotion 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 Promotion, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, suspend or extend the Promotion and, in the event of any termination or cancellation, any remaining Offers will go unawarded. Any attempt by an entrant or any other individual to deliberately undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person in connection with the Promotion, 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 Terms and Conditions are determined to be invalid or unenforceable, these Official Terms and Conditions 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.

- 5. GOVERNING LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL TERMS AND CONDITIONS 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.
- 6. **PRIVACY**: For information about how the Sponsor uses your personal information, please see its privacy policy, located at <a href="https://www.kellanova.com/privacy-notice.html">https://www.kellanova.com/privacy-notice.html</a>.
- 7. **SPONSOR**: Kellanova, One Kellogg Square, South Tower, Battle Creek, MI 49016.

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