DECEMBER GIFT GIVING PROMOTION

OFFICIAL RULES

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

1. **PROMOTION DESCRIPTION**: The **December Gift Giving Promotion** (the "**Promotion**") is a social media Promotion that begins on 12/2/20 at 12:00:00 AM Eastern Time ("**ET**") and ends on 12/8/20 at 11:59:59 PM (ET) (the "**Promotion Period**").

   Throughout the Promotion Period, eligible entrants will have the opportunity to tag the biggest ***Cheez-It***® fan they know (note: the entrant can tag himself/herself, if he/she is the biggest ***Cheez-It***® fan they know) on Twitter.com (the "**Tag**") along with the Hashtag (as defined below) (the "**Submission**"), as more fully set forth below. There will be one (1) Grand Prize winner and twenty (20) First Prizes in the Promotion that will be randomly selected at the conclusion of the Promotion Period. Each prize will be awarded to the individual that is tagged by the entrant in the winning Submission.

   By participating in the Promotion and posting a Submission using the Hashtags, 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.

2. **ELIGIBILITY**: Promotion is open only to legal residents of the fifty (50) United States and District of Columbia and are eighteen (18) years of age or older at time of entry. Employees of Kellogg Company, its parent company, their 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://twitter.com and log into your Twitter account. Then, complete your Submission by tagging the biggest ***Cheez-It***® fan you know on Twitter along with the Hashtag **#CheezItArtEntry**. All Twitter Submissions must be posted to a non-private Twitter account and MUST include the Hashtag and the Tag 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 in the Sweepstakes – regardless of method of entry.

Each Submission must meet the following "**Submission Requirements**" (any Submission that, in Sponsor's sole and absolute discretion, violates the following criteria will be disqualified):

- Submissions must be posted to a non-private Twitter account; Twitter account(s) can be obtained for free at the Twitter platform or in the applicable app store;
- Submissions must NOT contain any materials and/or references that infringe or violate any right of a third party including right of publicity, copyright, patent, trademark, trade secret or other proprietary rights, other than those belonging to Sponsor;
- Entrant must be the rightful owner of the Twitter account associated with the Submission;
- Submission must comply with Twitter terms and conditions as posted on its platform;
- Submission 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;
- Submission 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 Promotion if Sponsor views the Submission as potentially infringing or otherwise a violation or potential violation of a third party's rights or if it deems the Submission to be lacking in taste, quality, or to be otherwise objectionable.

Entrants understand that they are posting their Submission 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 the applicable social media platform 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**: One (1) Grand Prize winner and twenty (20) First Prize winners will be randomly selected from all eligible entries received during the Promotion Period on or about 12/9/20 by Sponsor or its designee, whose decisions are final. Potential winner will be the entrant of the Submission that is associated with an 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, a 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. Potential prize winners may be required to 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 Submission is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission is wholly original with the entrant; and (iii) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. By participating in the Promotion, each entrant unconditionally warrants that his/her Submission complies with and abides by the submission 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 Promotion 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 Submission 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 Promotion and other promotions. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission 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 Promotion, 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 Promotion, 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 (1) Grand Prize is available. Grand Prize winner will be the tagged individual associated with the Grand Prize winning entry and he/she will receive a full-size portrait of him/her (the winner) made out of ***Cheez-It***® crackers (ARV $500). Twenty (20) First Prizes are available. Each First Prize winner will be the tagged individual associated with the First Prize winning entry and he/she will receive a digital portrait of him/her (the winner) made out of ***Cheez-It***® crackers (ARV $5 each winner). Total ARV of prizes $600. Odds of winning depend on the total number of eligible entries received. Unclaimed prizes 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.

9. **GENERAL**: 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 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 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 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 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, select any remaining winners 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 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 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 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.

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 name of Grand Prize winner, send a self-addressed, stamped envelope by 2/20/21 to: **December Gift Giving Promotion**, Attn: Winner's List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winner's list to be available after 12/20/20.

13. **SPONSOR**: Kellogg Company, One Kellogg Square, Battle Creek, MI 49016.

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