

## CHEEZ-IT™ GROOVES™ SPRING BREAK IN A BOX SWEEPSTAKES

### OFFICIAL RULES

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST HAVE INTERNET ACCESS TO ENTER. VOID IN ALASKA, HAWAII AND WHERE OTHERWISE PROHIBITED.

1. **PROMOTION DESCRIPTION:** The **Cheez-It™ Grooves™ Spring Break In A Box Sweepstakes** (the “**Sweepstakes**”) is a social media Sweepstakes that begins on 3/9/21 at 12:00:00 AM Eastern Time (“**ET**”) and ends on 3/26/21 at 11:59:59 PM (ET) (the “**Promotion Period**”). 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).

Throughout the Promotion Period, eligible entrants will have the opportunity to tweet which “Spring Break In A Box” they would like to have the chance to win, as found on the the **Cheez-It®** Twitter channel during the Promotion Period, along with the promotional hashtags on Twitter (the “**Entry**”) in order to enter the Sweepstakes, as more fully set forth below. Three (3) “Spring Break In A Box” choices will be available. There will be one (1) Grand Prize winner in the Sweepstakes that will be randomly selected at the conclusion of the Promotion Period.

By participating in the Sweepstakes and posting an Entry using the “Hashtags” (as defined below), 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:** Sweepstakes is open only to legal residents of the forty-eight (48) contiguous United States and District of Columbia (excludes Alaska and Hawaii) 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. All federal, state, and local laws and regulations apply.
3. **HOW TO ENTER:** You may enter the Sweepstakes via Twitter by going to <https://www.twitter.com> and log into your Twitter account. Then, go to the **Cheez-It®** Twitter channel at <http://bit.ly/GroovesBreak>, determine which “Spring Break In A Box” you would like to have a chance to win, then tweet it along with the Hashtag **#GroovesBreakEntry** and Hashtag associated with your choice of “Spring Break In A Box” (**#ScorchinIsland / #ZestyDudeRanch / #PeakWhiteCheddar**) (collectively, the “**Hashtags**”) to enter the Sweepstakes. Entry must be completed from the entrant’s non-private Twitter account and you must include phrase and the Hashtag to be entered into the Sweepstakes. You must be a registered Twitter member to enter. Twitter account registration and Sweepstakes entry is free.

**Direct any questions, comments, or complaints regarding the Sweepstakes to Sponsor, not Twitter.** Limit five (5) entries per person, per Day in the Sweepstakes.

Each Entry must meet the following “**Entry Requirements**” (any Entry that, in Sponsor’s sole and absolute discretion, violates the following criteria will be disqualified):

- Entries must be posted to a non-private Twitter account; Twitter accounts can be obtained for free at <https://www.twitter.com>;
- Entrant must be the rightful owner of the Twitter account associated with the Entry;
- Entry must comply with Twitter’s terms and conditions as posted on its platform;
- Entry 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;
- Entry 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 Sweepstakes if Sponsor views the Entry as potentially infringing or otherwise a violation or potential violation of a third party’s rights or if it deems the Entry to be lacking in taste, quality, or to be otherwise objectionable.

Entrants understand that they are posting their Entry at their sole risk. Sponsor is not responsible for any claims arising from the Entries, specifically including, but not limited to, claims for intellectual property infringement and privacy rights violations, as well as violations of the social media platform’s 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 will be randomly selected from all eligible entries received during the Promotion Period on or about 3/29/21 by Sponsor or its designee, whose decisions are final. Potential winner will be the entrant of each Entry 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.

5. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** Each entrant represents and warrants as follows: (i) the Entry is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Entry is wholly original with the entrant; and (iii) the Entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. By participating in the Sweepstakes, each entrant unconditionally warrants that his/her Entry complies with and abides by the Entry 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 Sweepstakes 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 Entry 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 Sweepstakes and other promotions. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Entry 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 Sweepstakes, 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 Sweepstakes, 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. **PRIZE/APPROXIMATE RETAIL VALUE (ARV)/ODDS:** One (1) Grand Prize is available. Grand Prize winner will receive the "Spring Break In A Box" prize choice

associated with their winning Entry (ARV \$500). Prize consists of an at-home “Spring Break In A Box” party for winner and up to five (5) guests; one (1) hot tub, one (1) DJ to play music; one (1) gaming simulator experience; one (1) food station and a Sponsor-selected variety of **Cheez-It® Grooves™** products (twelve (12) boxes of products to be awarded). Prize event must be scheduled through Sponsor and event will be conducted by a Sponsor-selected prize partner; prize items/equipment are property of the prize partner and intended for use at prize event, but prize will not be awarded to the winner. Prize event must be hosted in a 40’ x 40’ open space with a solid foundation. If, in Sponsor’s sole discretion, winner does not have a suitable space available to host the prize event, prize partner conducting the event will recommend an alternate location in winner’s hometown. Event must be completed by 5/15/21 on a mutually agreeable date as determined by the Sponsor (or its designee) and the Grand Prize winner or prize will be forfeited in its entirety. In the event any scheduled activity associated with the prize and/or any component of the prize is cancelled for any reason, including safety, health and/or welfare concerns, scheduling conflicts, cancellations, postponement, an event of force majeure, or for any other reason, Sponsor reserves the right, if possible, to reschedule such Grand Prize event for an alternate date in its sole determination, but if the Grand Prize event is not able to be rescheduled, it shall have no obligation other than to award a cash equivalent. Awarding of prize is subject to federal, state and local regulations for health and public safety at it relates to social events/gatherings. 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. Odds of winning depend on total number of eligible entries received during the Promotion Period. Unclaimed prize will not be awarded. All applicable federal, state, and local taxes on prize are the sole responsibility of the prize winner.

9. **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 (“**Winner’s Documents**”) within ten (10) days after first notification attempt. Each guest of Grand Prize winner must be 18 years of age or older and will be required to complete and return a notarized Liability/Publicity Release prior to awarding of prize. If prize notification or prize is returned as non-deliverable, prize may be forfeited and an alternate winner may be selected in accordance with these Official Rules. No correspondence will be acknowledged. No substitutions or transfer of prize permitted except as provided for herein and Sponsor reserves the right to substitute a cash equivalent in the event that an offered prize is unavailable. Subject to all federal, state and local laws/regulations. Promotion Entities will have no 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 Sweepstakes or any prize-related activities. By participating in prize event, winner and his/her guests release and agree to hold harmless Promotion Entities and each of their respective affiliates, directors, employees, officers and agents, including without limitation, their advertising/promotional agencies (collectively, the “**Released**

**Entities**”) from any and all liability, injury, loss or damage of any kind, including but not limited to personal injury or death, arising from or in connection with participation in the Sweepstakes, or the awarding, receipt, possession, use or misuse of any prize and/or with respect to participation in any prize related activity. Acceptance of a prize shall be construed as and signify prize winner’s and his/her guest’s agreement and consent that Sponsor may use the prize winner’s name, photograph, likeness, voice, biographical information, prize information, statements for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation, 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. Sponsor not responsible for any typographical or other error in the printing of the offer or in administration of the Sweepstakes.

- 10. 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 play 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 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.

11. **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 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.
12. **PRIVACY:** For information about how Kellogg Company uses your personal information, please see Kellogg Company privacy policy, located at [https://www.kelloggcompany.com/en\\_US/privacy-policy.html](https://www.kelloggcompany.com/en_US/privacy-policy.html).
13. **WINNER'S LIST:** For name of winner, send a self-addressed, stamped envelope by 6/15/21 to: **Cheez-It™ Grooves™ Spring Break In A Box Sweepstakes**, Attn: Winner's List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winner's list to be available after 4/15/21.
14. **SPONSOR:** Kellogg Company, One Kellogg Square, Battle Creek, MI 49016.

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