

# **KELLOGG'S™ NUTRI-GRAIN™ “GETAWAY FROM NEGOTIATION” SWEEPSTAKES**

## OFFICIAL RULES

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

1. **PROMOTION DESCRIPTION:** The *Kellogg's™ Nutri-Grain™* “Getaway From Negotiation” Sweepstakes (the “Sweepstakes”) is a social media Sweepstakes that begins on 7/14/21 at 12:00:00 AM Eastern Time (“ET”) and ends on 7/28/21 at 11:59:59 PM (ET) (the “Promotion Period”).

Throughout the Promotion Period, eligible entrants will have the opportunity to post a comment on Instagram in reply to a Sweepstakes post by Nutri-Grain (the “Submission”), as more fully set forth below. For purposes of this Sweepstakes, a “Day” is defined as any 24-hour period beginning at 12:00:00 AM (ET) and ending at 11:59:59 PM (ET). There will be five (5) Grand Prize winners in the Sweepstakes that will be randomly selected at the conclusion of the Promotion Period.

By participating in the Sweepstakes and posting a Submission (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 AK and HI) and are eighteen (18) years of age or older at time of entry. Employees of Kellogg Company, 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 in Alaska, Hawaii and where otherwise prohibited by law. All federal, state, and local laws and regulations apply.
3. **HOW TO ENTER:** You may enter the Sweepstakes via Instagram by going to <http://www.instagram.com> and log into your Instagram account. Then, complete your Submission as follows: comment on the Sweepstakes post made by the Nutri-Grain account (@nutrigrain) on 7/14/21 on Instagram tell us your (the entrant) dream family getaway destination within the contiguous U.S. Submission must be completed from the entrant’s non-private Instagram account, you must comment on the Sweepstakes post describing your ideal family trip on Instagram for your Submission to be eligible as an entry into the Sweepstakes. You must be a registered Instagram member to enter. Instagram account registration and Sweepstakes entry is free.

**Direct any questions, comments, or complaints regarding the Sweepstakes to Sponsor, not Instagram.** Limit one (1) entry per person in the Sweepstakes.

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 social Instagram account; Instagram accounts can be obtained for free at <http://www.instagram.com>;
- Entrant must be the rightful owner of the Instagram account associated with the Submission;
- Submission must comply with Instagram’s 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 Sweepstakes 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 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:** Five (5) Grand Prize winners will be randomly selected from all eligible entries received during the Promotion Period on or about 7/29/21 by Sponsor or its designee, whose decisions are final. Each potential winner will be the entrant of the Submission that is associated with the entry that is randomly selected as a winning entry, subject to eligibility verification. Potential winners 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 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 Sweepstakes, 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 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 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 Sweepstakes 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 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. **PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS:** Five (5) Grand Prizes are available. Each Grand Prize winner will receive a dream trip of their choice **in the contiguous United States** (subject to Sponsor's approval) and one-year supply of **Kellogg's® Nutri-Grain®** bars and **Kellogg's® Nutri-Grain®** Kids Bites (ARV \$10,154.08 ea. winner) (each a "Grand Prize"). **Maximum value of trip portion of prize is \$10,000.** Grand Prize includes round trip economy-class air transportation

for winner and up to three (3) guests from major airport nearest winner's home to major airport near the winner's choice of destination locations ("**Destination City**"); lodging for up to four (4) people for a to-be-determined number of nights (based on selected trip and Sponsor's approval) at a Destination City area hotel to be selected by the Sponsor (based on quad occupancy); and trip-related entertainment / activities in or near the Destination City. Additionally, the one-year supply of **Kellogg's® Nutri-Grain®** bars (twenty-four (24) 8 ct. boxes) and **Kellogg's® Nutri-Grain®** Kids Bites (twenty-four (24) 5 ct. boxes); products will be awarded in the form of both delivered product shipped to the winner and/or free product coupons sent to the winner. Sponsor reserves the right of final approval on the Grand Prize winner's dream trip selection and reserves the right to modify, alter, change or decline the trip choice for any reason, including potential significant risk to winner/guests associated with trip, excessive expenses required beyond the stated ARV, and if dream trip selection is not consistent with the Sponsor's positive public image and brand integrity. Grand Prize winner will be required to take some form of a trip in the contiguous U.S. in order to receive the trip prize component of the prize or the prize will be forfeited in its entirety. Length of dream trip may not exceed 10-days/9-nights and overall trip must not exceed \$10,000. **Trip must be taken by 8/31/22 or prize will be forfeited in its entirety.** Winner and guests must travel on same itinerary. Trip prize will be scheduled by Sponsor at its sole discretion. Actual retail value of prize may vary depending on 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, in Sponsor's sole discretion, air travel is not required due to winner's proximity to the Destination City, Sponsor will substitute air transportation with ground transportation between winner's residence and hotel. Once winner's trip has been determined and approved by Sponsor; and then completed by winner and his/her guest(s), any remaining funds associated with the overall trip prize that are not specifically used towards the winner's trip will be awarded to the winner in a form of a check. Grand Prize does not specifically include taxes, tips, gratuities, meals, service charges, laundry service, alcoholic beverages, merchandise, souvenirs, local and long distance telephone calls, airport charges, or any other service or item not specifically described above. In the event 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.

If Grand Prize winner does not travel with the full complement of three (3) guests, the Grand Prize will be awarded in increments appropriate for the Grand Prize winner and the actual number of guest(s) taking the Grand Prize trip, including less than three (3) tickets on their trip. In the event any scheduled activity associated with the prize and/or any other 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 trip for alternate dates in its sole determination, but if the Grand Prize trip is not rescheduled, it shall have no obligation other than to award the remainder of the prize. The terms and conditions of any event tickets associated with any part of the prize will govern in the event it cannot be offered due to safety and health conditions, weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. 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. Any prize related tickets awarded as part of the Grand Prize are subject to venue restrictions, other terms and conditions as indicated thereon and may not be resold or offered for resale. Any such resale may result in disqualification and prize forfeiture without compensation of any kind. Total ARV of all prizes \$50,770.40. Odds of winning depend on total number of eligible entries received. Unclaimed prizes will not be awarded. All applicable federal, state, and local taxes on prizes are the sole responsibility of the prize winners. Limit one (1) prize per person. **Each Grand Prize winner will receive a 1099 tax form for the approximate retail value of the prize.**

9. **GENERAL:** Potential Grand Prize winner will be required to sign and return a notarized Affidavit of Eligibility/Liability Release including the recording of their social security number (for tax reporting purposes – as required by law) and, where permitted by law, Publicity Release within ten (10) days after first notification attempt. Guests of Grand Prize winner (if a minor, his/her parent or legal guardian) must sign and return a 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 - provided there is sufficient time remaining before the event to award the prize. By participating in the Sweepstakes, 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 Sweepstakes or in any Sweepstakes 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 Sweepstakes, 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 Sweepstakes 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 Sweepstakes, Sponsor reserves the right in its sole discretion to cancel, terminate, modify,

suspend or extend the Sweepstakes and, in the event of any termination or cancellation, select the 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 Sweepstakes, or to annoy, abuse, threaten or harass any other person in connection with the Sweepstakes, 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 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. **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).
12. **WINNER'S LIST:** For names of winners, send a self-addressed, stamped envelope by 10/15/21 to: **Kellogg's™ Nutri-Grain™ "Getaway From Negotiation" Sweepstakes**, Attn: Winner's List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winner's list to be available after 8/15/21.
13. **SPONSOR:** Kellogg Company, One Kellogg Square, Battle Creek, MI 49016.

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