KELLOGG'S[™] - MAJOR LEAGUE SOCCER INSTANT WIN GAME

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

- 1. HOW TO PLAY: Look inside any one (1) of the following specially-marked packages of *Cheez-It*® Original (7 oz. & 12.4 oz.); Cheez-It[®] White Cheddar (7 oz. & 12.4 oz.); Cheez-It[®] Grooves[™] (9 oz. - Classic Cheddar, Sharp White Cheddar, Zesty Cheddar Ranch); Cheez-It® Extra Toasty (12.4 oz.); Pringles® Original (5.2 oz.); Pringles® Cheddar Cheese (5.5 oz.); Pringles® Sour Crème & Onion (5.5 oz.); Pringles[®] BBQ (5.5 oz.); Kellogg's[®] Rice Krispies Treats[®] (Original 16 ct./12.4 oz.); Famous Amos[®] Chocolate Chip cookies (12.4 oz.); Famous Amos[®] Chocolate Chip & Pecan cookies (12.4 oz.); Kellogg's® Eggo® waffles (24 ct. - Homestyle, Buttermilk, Blueberry, Chocolatey Chip, Cinnamon Toast), and Kellogg's® Eggo® pancakes (24 ct. -Buttermilk) ("Participating Products") for a winning sticker in the Kellogg's[™] - Major League Soccer Instant Win Game ("Game"). If your specially-marked package contains a winning game piece/message inside, then you're a winner of a prize – subject to verification. Prize winners must go online to the prize claim website and follow the instructions to learn what prize they have won and claim their prize, as more fully described below. NOTE: For **Pringles®** – if the package is a winner, it will contain a winning code under the membrane seal at the top of the canister. Participants that find a winning code in **Pringles®** will go online to the prize claim website and follow the instructions to learn what prize they have won and claim their prize, as more fully described below. If your specially-marked package does not contain a winning game piece/message, you are not a winner. You may also request a free game piece and a copy of the Official Rules by sending a self-addressed, stamped envelope to: *Kellogg's*[™] - Major League Soccer Instant Win Game, P.O. Box 7694, Kalamazoo, MI 49003-7694. VT residents may omit return postage. Request for free game piece/rules must be postmarked by 7/31/19 and received by 8/7/19. Limit one (1) request per outer stamped mailing envelope. Kellogg Company ("Sponsor") not responsible for lost, late, misdirected, illegible, incomplete, damaged, postage due or mutilated mail. Sponsor is not responsible for any game sticker/game piece that is illegible, mutilated, altered, duplicated, tampered with, forged, cut, torn, contains printing, typographical or other errors, distributed where prohibited by law or not obtained legitimately.
- ELIGIBILITY: Open to legal residents of the fifty (50) United States, District of Columbia and Puerto Rico who are 18 years of age or older. Employees of Kellogg Company, Major League Soccer, L.L.C., their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies ("Promotion Entities") and immediate family members and/or those living in the same household of each are not eligible to participate.
- 3. TO CLAIM A PRIZE: For prize claim and verification, follow the instructions provided on your winning game piece. For *Pringles®* winners go online to <u>www.MLSAII-StarExperience.com</u> ("Website") and follow the instructions to enter your winning code for verification and prize claim. Be sure to keep a copy of the winning game piece/message for your records and possible additional verification. Prize claim must be submitted by 8/31/19. Any winning game piece that is requested to be mailed in for additional verification becomes the property of Sponsor and will not be returned. Neither Promotion Entities, nor their related, affiliated, or subsidiary companies, or their advertising or marketing agencies are responsible for lost, late, damaged, incomplete,

illegible prize claims and/or for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of any prize claims.

Prize claims are subject to verification by an independent judging organization. Please allow up eight (8) weeks for verification and delivery of prize. Any official winning game piece that is illegible, mutilated, altered, duplicated, tampered with, forged, cut, torn, contains printing, typographical or other errors, distributed where prohibited by law or not obtained legitimately will be void. If by reason of printing or other error, more prizes are claimed than number set forth in Official Rules, all persons making purportedly valid claims will be included in a random drawing to award the prizes in that category. No more than advertised number of prizes will be awarded. **IF YOUR SPECIALLY-MARKED PACKAGE DOES NOT CONTAIN A WINNING GAME PIECE/MESSAGE, OR YOU DO NOT RECEIVE A WINNING GAME PIECE BY COMPLETING THE ALTERNATE MEANS OF ENTRY DESCRIBED ABOVE IN RULE #1, YOU ARE NOT ELIGIBLE FOR A PRIZE. Liability for game piece containing printing or other errors is limited to replacement with another game piece, while supplies last. The submission of a prize claim is solely the responsibility of the participant.**

4. PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS: Five (5) Grand Prizes to be awarded. Each Grand Prize winner will receive a trip for winner and one (1) guest to attend the 2019 Major League Soccer ("MLS") All-Star Experience in Orlando, FL (ARV \$3,500 ea. winner / Odds 1:4,200,000). Trip includes: two (2) tickets for winner and one (1) guest to the 2019 MLS All-Star Experience in Orlando, FL; round-trip coach air transportation for winner and his/her guest between a major commercial airport closest to the winner's residence and Orlando, FL ("Destination City"); Sponsor-selected lodging consisting of one (1) room for two (2) nights (based on double occupancy) in the Destination City; and one (1) \$500 Pre-loaded, bank-issued Gift Card (for winner only - to be used for ground transportation and food expenses). Gift card is subject to the terms and conditions associated with its use. NOTE: If any Grand Prize is claimed after 6/2/19, Grand Prize winner's prize will be for a trip to 2020 MLS All-Star Experience; destination city for that trip will be determined in 2020. No transfer or substitution of trip elements will be permitted. Trip must be taken on specified dates as it relates to the designated MLS All-Star Experience as determined by Sponsor or prize will be forfeited in its entirety. Winner and his/her quest must possess all necessary travel documents prior to departure. depart/return from/to the same major airport and travel on same itinerary. Trip does not include taxes, tips, gratuities, ground transportation or meals (other than as noted herein), service charges, hotel room service, laundry service, alcoholic beverages, merchandise, souvenirs, local and long distance telephone calls, airport charges, or any other service or item not specifically described above. Trip is not redeemable for cash. Actual retail value of prize may vary depending on location of winner's residence and the Destination City 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 Destination City, Sponsor will substitute air transportation with ground transportation between winner's residence and hotel, and the difference in value will not be awarded. In the event the scheduled MLS All-Star Experience associated with 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. Seat locations shall be determined in the sole discretion of Sponsor. Winner's guest must be of legal age of majority in their jurisdictions of residence (and at least eighteen (18) years of age); if a minor - then parent or legal guardian must be the winner. MLS game, event dates and times are determined in the sole discretion of the MLS, as applicable, and may be subject to change. The

terms and conditions of the tickets awarded as part of the prize will govern in the event a legal game, event or exhibition, as defined by Major League Soccer, is not played due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Winner and his/her guest agree to comply with all applicable venue regulations in connection with the prize. Sponsor, MLS and MLS clubs reserve the right to remove or to deny entry to the winner and/or his/her guest who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Promotion Entities will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Major League Soccer game, event or exhibition. Major League Soccer game, and event tickets awarded as prizes may not be resold or offered for resale. Any such resale may result in disgualification and prize forfeiture, and may invalidate the license granted by the game ticket(s). Two Thousand (2,000) First Prizes to be awarded – Each First Prize winner will receive one (1) \$25 MLS Electronic Gift Card (ARV \$25 ea. winner / Odds 1:10,500). Gift card will include a code and PIN number; and must be used on MLS merchandise website as further described with prize delivery. Gift card is subject to the terms and conditions associated with its use. Total ARV of all prizes \$67,500. Prizes to be provided by Sponsor or its designee. 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 in the Game. Grand Prize winners will receive an Internal Revenue Service Form 1099 for the ARV of the prize for the tax year in which the prize was awarded.

- 5. SECOND CHANCE DRAWING: A second chance drawing will be held to award any unclaimed Grand Prize(s). To enter the second chance drawing with a receipt of a purchase of a Participating Product – go to the Website and follow the instructions where indicated "No Code? No Problem". Follow the online instructions to upload your receipt that includes the purchase of a Participating Product. Upon verification of your receipt, you will receive an email confirmation of your entry into the second chance drawing. To enter the second chance drawing without a receipt of a purchase of a Participating Product - hand print on a plain piece of 3" x 5" paper, your full name, address, zip code, age, daytime telephone number and email address (if you have one) and mail your entry with first class postage affixed, to: Kellogg's[™] - Major League Soccer Instant Win Game, P.O. Box 7695, Kalamazoo, MI 49003-7695. Upon receipt and verification, your mail-in entry will be entered into the second chance drawing. Limit one (1) second chance entry per eligible receipt and limit one (1) entry per outer stamped mailing envelope. No more than one (1) second chance entry per person, per day – regardless of method of entry. No mechanically reproduced entries permitted. Not responsible for incomplete, lost, late, damaged, illegible, misdirected or postage due mail. Receipt upload for second chance drawing entry must be completed by 11:59:59 PM (ET) on 7/31/19; and mail-in second chance entry must be postmarked by 7/31/19 and received by 8/7/19. The second chance drawing for any unclaimed Grand Prize(s) will be held on or about 9/6/19 from among all eligible entries received. Decisions of Sponsor are final. Winner(s) will be notified by phone and/or mail at Sponsor's discretion. Odds of winning will depend upon the number of eligible entries received and the number of unclaimed Grand Prizes available.
- 6. 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 within ten (10) days after first notification attempt. Guest of Grand Prize winner (for minor child, his/her parent or legal guardian must be the Grand Prize winner and must sign on their behalf) 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. 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 and such prize will be forfeited. If prize notification or prize is returned as non-deliverable, prize will be forfeited. No correspondence will be acknowledged. 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 participating in the Game, each entrant agrees to release and hold harmless Promotion Entities, Major League Soccer, L.L.C., their respective affiliates, directors, employees, officers, and agents ("Released Parties") from and against any and all claims, liability, injury, loss 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 Promotion, or the awarding, receipt, acceptance, possession use or misuse of any prize or participation in any Promotion-related or prize-related activity. Released Parties will not have any 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 promotion or any prize-related activities. 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, without limitation, for promotional purposes without further consideration, review, approval or payment, where allowed by law. Winner acknowledges that neither Sponsor nor its agents have made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize, if any, are subject to the manufacturers' terms therefore and winner agrees to look solely to such manufacturers for any such warranty and/or guarantee. By participating in this Game, 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 Game. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THIS GAME. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

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 or any combination thereof. Sponsor reserves the right to modify, extend, suspend, or terminate the Game if it determines, in its sole discretion, that the Game 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 Game as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Game as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Game. 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 Game 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/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 GAME 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 stamped, self-addressed envelope by 12/15/19 to: *Kellogg's*[™] Major League Soccer Instant Win Game, Attn: Winner's List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winner's list to be available after 10/15/19.
- 11. SPONSOR: Kellogg Company, One Kellogg Square, Battle Creek, MI 49016.

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