

KELLOGGS™ POP-TARTS™ MYSTERY FLAVOR SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY

- PROMOTION DESCRIPTION:** The *Kellogg's™ Pop-Tarts™ Mystery Flavor Sweepstakes* (“**Sweepstakes**”) begins at 12:00:00 AM Eastern Time (ET) on 5/27/21 and ends at 11:59:59 PM (ET) on 8/31/21 (“**Promotion Period**”). Sweepstakes entry will be available via a QR code scan from a participating *Kellogg's® Pop-Tarts®* product with visit to online promotion Website; and via a direct visit to online promotion AMOE Website, as further defined below. Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decision of Kellogg Company (“**Sponsor**”), which shall be final and binding in all respects. 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). At the conclusion of the Promotion Period, the prize winners will be randomly selected, as more fully described below.
- ELIGIBILITY:** Open to legal residents of the fifty (50) United States and District of Columbia who are 16 years of age or older at the time of entry and are a registered member of the *Kellogg's Family Rewards®* program. Employees of Kellogg Company, its parent company, affiliates, subsidiaries, suppliers, advertising and promotion agencies and anyone else connected with the production and distribution of this Sweepstakes (collectively, the “**Promotion Entities**”) and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and/or those living in the same household of each are not eligible to participate. Void where prohibited.
- HOW TO ENTER THE SWEEPSTAKES:** There are two (2) methods of entry. In order to enter the Sweepstakes, you must be a registered member of the *Kellogg's Family Rewards®* (“**KFR**”) program. To become a registered member of the KFR program, go to www.KFR.com/PTmysteryflavor (“**Website**”) and follow the instructions to complete the registration. Becoming a KFR program member and entry into the Sweepstakes is free. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Participation is also subject to the *Kellogg's Family Rewards®* Terms and Conditions (“**Terms**”) available at <https://www.kelloggsfamilyrewards.com/content/dam/kfr/global/terms/KFRTermsandConditions.pdf>.
 - QR Code / Online Website Entry:**

During the Promotion Period, you may enter by scanning the QR code found on specially marked packages of *Kellogg's® Pop-Tarts®* products (Mystery Flavor 8 ct. / 3800024643 & Mystery Flavor 16 ct. / 3800024645) (“**Participating Products**”) by opening the camera application on your wireless device and to go to the promotion Website at www.mysteryflavor.poptarts.com. Once at the landing page of the promotion Website, follow the instructions and clues in an attempt to solve the mystery flavor and to complete your entry. You must correctly solve the

clues and accurately guess the mystery flavor in order to receive an entry into the Sweepstakes via this method of entry. QR Code/Online website entries must be completed by 11:59:59 PM (ET) on 8/31/21. Note: If an entrant is entering via a wireless device, his/her wireless service provider may charge the entrant for applicable data charges. **Entrants should consult their wireless service providers regarding pricing plans. Message and data rates may apply.**

- B) No Purchase Entry: You may also enter by sending a 3" x 5" piece of paper containing your full name, complete address and zip code, daytime phone number including area code, age, KFR account number and your choice of a **Kellogg's™ Pop-Tarts™** mystery flavor that you would like to try. To find your KFR account number: 1) Log into your KFR account; 2) Navigate to "My Account Dashboard"; 3) Locate your KFR Account Number at the top of the page (note: under your name and point balance). Mail this completed card in an outer mailing envelope with sufficient postage affixed to: **Kellogg's™ Pop-Tarts™ Mystery Flavor Sweepstakes**, P.O. Box 7749, Kalamazoo, MI 49003-7749. Mail-in entries must be postmarked by 8/31/21 and received by 9/7/21. Limit one (1) KFR mail-in entry per outer stamped mailing envelope per person. Sponsor is not responsible for lost, late, misdirected, illegible, incomplete, damaged, stolen, postage due or mutilated mail.

Limit of one (1) entry per person/KFR account, per day – regardless of method of entry.

NOTE: Entries must be made solely by the entrant. Entries made by any other individual or any entity, and/or originating at any other website or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited. Sponsor is not responsible for any change of email address, mailing address and/or phone number of entrants.

The Website's database clock will be the official timekeeper for online entries in this Sweepstakes. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

In the event of a dispute regarding online entries, any entries will be deemed to have been submitted by the Authorized Account Holder of the KFR account submitted at the time of entry, provided that person meets all eligibility requirements set forth in these Official Rules. "Authorized Account Holder" means the natural person who is assigned to an account by Sponsor, or its KFR program administrator, Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address or other organization that is responsible for assigning KFR accounts associated with the KFR program. Entrants may not participate with multiple KFR accounts and/or email addresses nor may entrants use any device or artifice to enter as multiple entrants in the Sweepstakes. Any entrant who attempts to enter with multiple KFR accounts, multiple email addresses, under multiple identities or uses any other device or artifice to enter multiple times beyond the entry limitation stated above will be disqualified from participation and all entries submitted by that entrant will be void. Only fully

completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of entrants. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

4. **WINNER SELECTION AND NOTIFICATION:** Winners will be selected in a random drawing on or about 9/8/21 from among all eligible entries received by Sponsor or its designee, whose decisions are final and binding, during the Promotion Period. The potential prize winners will be notified by email or phone, 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 a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within three (3) calendar 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 randomly selected in Sponsor's sole discretion. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. 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, such prize will be forfeited and an alternate prize winner may be selected.

5. **PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS:**

Ten (10) Xbox Series S Prizes are available. Each winner will receive one (1) Xbox Series S console (ARV \$299 each winner). Fifty (50) Pop-Tarts Hoodie Prizes are available. Each winner will receive one (1) **Kellogg's® Pop-Tarts®** Hoodie (ARV \$45 each winner). Seventy-two (72) Pop-Tarts Embroidered Hat Prizes are available. Each winner will receive one (1) **Kellogg's® Pop-Tarts®** Embroidered Hat (ARV \$25 each winner). Odds of winning depend on the total number of eligible entries received during the Promotion Period. Total ARV of all prizes \$7,049.90. 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/KFR account in the Sweepstakes.

6. **GENERAL:** Potential Xbox Series S prize winners may 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. 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 cash equivalents, substitutions or transfer of prize permitted except as provided for herein and 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. 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, winners release and agree to hold harmless Promotion Entities, Walgreen Co. 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.

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 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 entry 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 prizes 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.**
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 self-addressed, stamped envelope by 12/1/21 to:
Kellogg's™ Pop-Tarts™ Mystery Flavor Sweepstakes, Attn: Winner's List, P.O. Box 7999,
Kalamazoo, MI 49003-7999. Winner's list to be available after 10/1/21.

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

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Microsoft Corporation is not a sponsor, co-sponsor, administrator nor associated with the execution of this sweepstakes.