

**Kellogg's Swing with the Birds of Summer Sweepstakes
Official Rules**

Sponsored by Kellogg's

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE ODDS OF WINNING. OPEN TO LEGAL RESIDENTS OF MO & IL, 18 YEARS OF AGE AND OLDER. VOID OUTSIDE OF MO & IL, AND WHERE RESTRICTED OR PROHIBITED.

1. **Sweepstakes Period:** The *Kellogg's Swing with the Birds of Summer Sweepstakes* (the "Sweepstakes") commences on June 8, 2019 and ends on July 1, 2019 (the "Sweepstakes Period").

2. **Sponsor/Administrator:** The Sweepstakes shall be sponsored by Kellogg's Company ("SPONSOR"), promoted by Dierbergs Markets ("Promotional Participant"), and administered by 2060 Digital, LLC d/b/a Hubbard Interactive ("Administrator").

3. **Eligibility:** The Sweepstakes is open to legal residents of the Missouri and Illinois who are at least 18 years of age or older at the time of entry. Employees (and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Sponsor, Promotional Participant, or Administrator, and each of their respective parents, affiliated companies, sponsors, subsidiaries, advertising and Sweepstakes agencies and third party fulfillment or judging agencies (collectively, the "Sweepstakes Entities") are not eligible to enter or win the Sweepstakes. Void outside of MO and IL, and where prohibited.

4. **How to Enter:** To enter, visit your participating Dierbergs Markets store during the Sweepstakes, find the official entry form, available while supplies last, or on a 3" x 5" paper/card, and hand print your complete name, mailing address, phone numbers and the Dierbergs Market location where you received the entry form (or where you heard about the Sweepstakes), and mail in a first-class stamped envelope to: "Birds of Summer Sweepstakes", P.O. Box 410200, St. Louis, MO 63141, to be postmarked by July 1, 2019 and received by July 5, 2019. Sponsor is not responsible for lost, late, damaged, delayed, stolen, mutilated, incomplete or illegible entries.

Limit of one (1) entry per person for the entire Sweepstakes Period. Any Entrant who attempts to participate with multiple addresses and/or multiple identities may be disqualified. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all entries made by, or associated with, the applicable Entrant.

5. **DRAWING; ODDS.** On or about July 5, 2019, Administrator will randomly select one (1) potential Grand Prize winner and twenty-four (24) Runner-up Prize winners from among all eligible entries received. Odds of winning depends on the number of eligible entries received. The potential winners selected must comply with all terms and conditions of these Official Rules, and winning a prize is contingent upon fulfilling all requirements and requests of Sponsor during the verification process.

6. **WINNER NOTIFICATION & PRIZE CLAIM** The potential winners will be notified by telephone on or about July 5, 2019. If the potential winner cannot be contacted within **five (5) days** of the first attempt

to contact him/her, or if the potential winner fails to return the Affidavit/Release within the specified time, if required, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if any potential winner does not comply with the Official Rules or the requests of Sponsor, or if the potential winner fails to correctly solve the mathematical equation (if applicable), then the potential Grand Prize winner may be disqualified and an alternate winner selected by Sponsor in its sole discretion in his/her place, at random from among all eligible non-winning entries received by Sponsor for the Sweepstakes.

Upon winner verification, **as a condition of being named the official winner**, the potential winners must claim his/her prize in person at the Administrator's offices located at 11647 Olive Blvd., St. Louis, MO 63141, during normal business hours (8:30 a.m. – 5:30 p.m. M-F) within **ten (10) business days** of being deemed a winner. The winners must prove he or she is a qualified winner by presenting acceptable identification (e.g., state driver's license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification). If a winner cannot prove he or she is a qualified winner, the prize will not be awarded. All unclaimed or returned prizes remain the property of Sponsor.

7. Prize/Approximate Retail Value: One (1) Grand Prize - Four (4) tickets to a Sponsor-specified St. Louis Cardinal's home baseball game. ARV: \$100.00. **Twelve (12) Runner-up Prizes** – Two (2) tickets to a Sponsor-specified St. Louis Cardinal's home baseball game. ARV: \$50.00 each. Prize consists of only those items specifically listed as part of the Prize. Seat locations are at Sponsor's sole discretion. Tickets are subject to the terms, conditions and restrictions as printed on the tickets. The prize is non-assignable and non-transferable. Prize cannot be resold on eBay, Craigslist and other entities of the like. Winners are responsible for any other costs and expenses not specified herein as being awarded, including but not limited to transportation and parking. Each winner is solely responsible for local, state and federal taxes on the prize, if any. Winner and his/her guest(s) acknowledge and agree that if any alcohol is consumed by the winner and his/her guests, such alcohol consumption is at the sole discretion of the winner and his/her guests and the sponsors are not responsible for any cost or circumstances resulting from such alcohol purchases/consumption. No responsibility is assumed by the Sponsor if game is delayed, rescheduled, postponed or cancelled in whole or in part for any reason whatsoever, including, without limitation, any force majeure event such as hurricane, fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, war, insurrection or terrorist threat. In the event of such cancellation, the sponsor shall have no further liability or obligation to the winner. Tickets are valid for the date specified on the ticket.

The winners must meet the eligibility requirements as set forth in Paragraph 3 of these Official Rules. Winners are responsible for paying all applicable income taxes associated with accepting their Prize. Winner may be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize.

8. Limitation on Liability: Entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/e-mail submitted to Sponsor. By entering, Entrant agrees to full Official Rules and to decisions of Sponsor, or their designated agent, which are final and legally binding in all respects and further agree that Prizes are awarded upon the condition that Sweepstakes Entities and each of their respective parent, affiliate and subsidiary companies shall be held harmless for any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or

indirectly, in connection with or resulting from acceptance, possession or use/misuse of a Prize, or participation in this Sweepstakes or participation in or travel to any Sweepstakes related activities and further acknowledge that said parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any Prize.

Any personal information received by Sponsor in connection with the Sweepstakes, is subject to the SPONSOR'S Privacy Policy, which can be reviewed at https://www.kelloggcompany.com/en_US/privacy-policy.html. Any Personal information collected will be used by Sponsor, Administrator, and their respective agent(s) solely to administer this Sweepstakes and will not be used or disclosed for any other purpose without consent of the applicable Sweepstakes Entrant unless required by law. If for any reason this Sweepstakes is not capable of running as planned due to 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/or to cancel, terminate, modify or suspend the Sweepstakes or any element thereof and Sponsor may conduct a random drawing to award the Prize using all eligible, non-suspect entries received as of the date of action requiring such termination. Should any provision of these Official Rules be deemed unenforceable or invalid, the other provisions of these Official Rules shall remain in full force and effect. Except where prohibited by law, by accepting the Grand Prize, winner agrees that Sponsor, Administrator, and their related and affiliated companies may use the winner's name, address (city, state), photograph, videotape, likeness, and/or prize information for advertising, publicity and promotional purposes and to the use of statements made by or attributed to a winner relating to Sponsor and its affiliated companies or to this Sweepstakes and grants to Sponsor and its affiliated companies any and all rights to said use without further notice and/or compensation except where prohibited by law.

9. Disputes: By completing the act of entering the Sweepstakes, each Entrant agrees that the Sweepstakes shall be governed by the laws of the State of Michigan. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules shall be governed and constructed in accordance with the laws of the State of Michigan. Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, other than those concerning the administration of the Sweepstakes or the determination of winner, shall be resolved individually, without resort to any form of class action. If the controversy or claim is not otherwise resolved through direct discussions or mediation, it shall then be resolved by final and binding arbitration administered by JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., in accordance with its Streamlined Arbitration Rules and Procedures or subsequent versions thereof ("JAMS Rules"). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in Michigan. All proceedings brought pursuant to this paragraph will be conducted in the State of Michigan. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

10. Copy of Official Rules or Winner's List: For a copy of the Official Rules or list of winners, please the participating Dierbergs store in MO and IL, or send a stamped, self-addressed envelope to: Kellogg's Swing with the Birds of Summer Sweepstakes – "Official Rules" or "Winner List" (designate which)

c/o Hubbard Interactive, PO Box 410200, St. Louis, MO 63141. Requests must be postmarked by July 1, 2019 and received by July 5, 2019.

12. **Sponsor:** Kellogg's Company, Battle Creek, MI.