

CHEEZ-IT™ SPIN TO WIN PROMOTION

OFFICIAL RULES

NO PURCHASE NECESSARY TO PLAY OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- PROMOTION DESCRIPTION:** The **Cheez-It™ Spin to Win Promotion** (“**Promotion**”) begins at 12:00:00 AM (ET) on 12/1/22 and ends at 11:59:59 PM (ET) on 12/22/22 (“**Promotion Period**”). The Promotion consists of “Instant Win Prizes” (as that term is defined below) throughout the Promotion Period to be awarded via randomly selected times during the Promotion Period. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Kellogg Company (“**Sponsor**”), which shall be final and binding in all respects.
- ELIGIBILITY:** Open to legal residents of the fifty (50) United States and District of Columbia who are eighteen (18) years of age or older at the 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.
- HOW TO PARTICIPATE:**

During the Promotion Period, go to www.cheezitstowin.com (“**Website**”), complete the required information in order to register for the Promotion, and click on the button to go to the **Cheez-It® Spin to Win** application (the “**Cheez-It® Spin to Win**”). Once you have accessed the **Cheez-It® Spin to Win**, follow the on-screen instructions to complete your spin by clicking/touching the outer part of the wheel to initiate a spin. **An “Entry” consists of one (1) spin during an online session at the Cheez-It® Spin to Win application.** When you click/touch on the outer part of the wheel, the tiles in the prize wheel will spin. Once the tiles stop spinning, if the wheel comes to stop on a winning tile - you will win the prize indicated on the tile, as indicated – subject to verification. Prize determination will be randomly computer-generated during the Promotion Period. **Entrants may only enter once during the Promotion Period.** 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. **NOTE:** Online entry must be made by the entrant, only at the Website. 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 Promotion. The use of any device to automate the entry process is prohibited.

You must be registered in the **Cheez-It® Spin to Win** application in order to enter. **Limit one (1) entry per person/email address for the Promotion.** All entries become the property of Sponsor and will not be returned. In the event of a dispute regarding entries, any entries will be deemed to have been submitted by the Authorized Account Holder of the email address 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 email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Entrants may not participate with multiple e-mail addresses, nor may entrants use any device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses, under multiple identities or uses any other device or artifice to enter multiple times will be disqualified from participation in the Promotion and all entries submitted by that entrant will be void. Only fully completed entries are eligible. Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of entrants.

If due to printing, production, computer or other errors, more prizes are claimed than intended, the intended number of prizes will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes set forth in these Official Rules will be awarded. **ALL POTENTIAL WINNING ENTRIES ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING ENTRY AND/OR PRIZE. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE CHEEZ-IT® SPIN TO WIN SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY AND IS VOID AND WILL NOT BE HONORED.**

The **Cheez-It® Spin to Win** database clock will be the official time keeper for the Promotion. The 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 Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. 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. **PRIZE WINNER NOTIFICATION:** Potential winners will be notified immediately at the conclusion of their online entry session. Promotion Entities shall have no liability for any potential winner notification that is not received by any potential winner for any reason, including but not limited to computer malfunctions.
5. **PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS:** Ten (10) 10 **Cheez-It**[®] for a year prizes are available (to be awarded in the form of twenty (24) boxes of **Cheez-It**[®] crackers ARV \$5.69 each / total ARV \$136.56 each winner. Eight thousand (8,000) \$5 Fanatics eGift Card prizes are available / ARV \$5 each winner. Eight thousand (8,000) \$5 Virtual Visa[®] Prepaid Card prizes are available / ARV \$5 each winner. Ten thousand (10,000) \$5 credit to **Cheez-It**[®] HQ website prizes are available / ARV \$5 each winner. Total ARV of all prizes \$131,365.60. Odds of winning a prize are based on the total number of eligible entries received, the time in which they are received and the number of available prizes in each category at the time of entry. eGift cards and **Cheez-It**[®] HQ website credits are subject to the terms and conditions associated with their use. Unclaimed prizes will not be awarded. Limit one (1) prize per person/email address in the Promotion. All applicable federal, state, and local taxes on prize are the sole responsibility of the prize winner.
6. **GENERAL:** If prize notification or prize is returned as non-deliverable, prize may 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. Neither Promotion Entities nor their employees will 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. By participating in this Promotion, entrants agree to be bound by the Official Rules and the decisions of the judges, 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 Promotion.
7. **LIMITATIONS AND RELEASES:** Sponsor assumes no responsibility for any damage to a participant's or any other person's computer system, which is occasioned by accessing the **Cheez-It**[®] Spin to Win application or otherwise

participating in the Promotion, 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 submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion or the **Cheez-It**[®] Spin to Win, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion 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 Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, then Sponsor shall have the right to modify, suspend, or terminate the Promotion. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. 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 Promotion is a violation of criminal and civil laws 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 the Sponsor uses your personal information, please see its privacy policy, located at https://www.kelloggcompany.com/en_US/privacy-policy.html.

9. **GOVERNING LAW:** 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 PROMOTION 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 of any prize valued at \$25 or more, send a self-addressed, stamped envelope by 3/15/23 to: **Cheez-It™ Spin to Win Promotion**, Attn: Winner's List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winner's list to be available after 1/15/23.

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

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