

## **KELLOGG'S™ RICE KRISPIES TREATS™ ANTHEM CONTEST**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- 1. CONTEST DESCRIPTION:** The *Kellogg's™ Rice Krispies Treats™ Anthem Contest* (the "**Contest**") begins on 6/21/22 at 12:00:00 AM Eastern Time ("**ET**") and ends on 9/2/22 at 11:59:59 PM (ET) (the "**Contest Period**"). The Contest consists of an entry period which begins on 6/21/22 at 12:00:00 AM (ET) and ends at 11:59:59 PM (ET) on 8/26/22 (the "**Entry Period**"); and a judging period that will be conducted throughout the Entry Period and will end on 9/2/22 (the "**Judging Period**"). The details of the Contest Entry Period and the Judging Period are described in further detail below in these Official Rules. For purposes of this Contest, a "**Day**" is defined as a consecutive twenty-four (24) hour period during the Promotion Period starting at 12:00:00 AM (ET) and ending at 11:59:59 PM (ET). There will be up to fifteen (15) winners in the Contest. Entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Contest, 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.
- 2. ELIGIBILITY:** Contest is open only to legal residents of the fifty (50) United States and District of Columbia 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 "**Contest Entities**"), and their immediate family members and/or those living in the same household of each are not eligible to participate. Void where prohibited and/or restricted by law. All federal, state, and local laws and regulations apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor.

- 3. HOW TO ENTER:**

To enter the Contest, you'll first need to become a registered user of [www.tiktok.com](http://www.tiktok.com) ("**TikTok**") or log into your TikTok account. If you do not have an account, go to [www.tiktok.com](http://www.tiktok.com) to create one. TikTok accounts are free. By submitting your information and creating a TikTok account, you agree to the

TikTok Terms of Use and Privacy Notice. If you do not agree to such Terms of Use and Privacy Notice, you cannot create a TikTok account, or participate in this Contest.

During the Entry Period, entrants must create an original TikTok (no longer than 3-minutes) showing their (“**the entrant**”) moments of connection with the **Kellogg’s® Rice Krispies Treats®** brand; include the original Ciara song “Treat” (the “**Song**”) as the soundtrack (found in the TikTok Commercial Free Music Library) (the “**Submission**”); and post your Submission along with the hashtag **#OurTreatEntry** (the “**Required Hashtag**”). **NOTE:** Entrants must have the “Download Video” option turned on in their TikTok account when they post their Submission. If you choose to enter via TikTok using your mobile phone, standard data fees may apply. See your wireless provider for pricing plan details.

All Submissions must be posted to a non-private TikTok account; **MUST** include the Song; and Required Hashtag to be eligible as an entry into the Contest. By posting a Submission and using the Required Hashtag, you affirm that you have read, understand and agree to these Official Rules. Entrants understand that they are posting at their sole risk. Sponsor is not responsible for any claims arising from a comment, specifically including, but not limited to, claims for intellectual property infringement and privacy rights violations, as well as violations of the respective 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.

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):

- Submission must be posted to a non-private TikTok account;
- Submission must feature the entrant’s original creation;
- Submission must use the Song as the soundtrack for their creation;
- Entrant must have the “Download Video” option turn on in their TikTok account when entering their Submission;
- Submission must include the required Hashtag **#OurTreatEntry**;
- Entrant must be the rightful owner of the Submission, including the featured original creation, included with the entry;
- Submission must **NOT** contain any material that infringes or violates any right of a third-party including copyright, patent, trademark, trade secret or other proprietary rights, including music (except the Song from from the TikTok Commercial Free Music Library must be included in the Submission by an entrant). For example, Submission should **NOT** contain reference to sports team logos, celebrities, names or logos of businesses (except Rice

- Krispies Treats, which is permitted for use in this Contest), music or lyrics, or clips from television shows or movies;
- Submission must NOT include third parties/people, who have not expressly authorized in writing the entrant to feature their name, image, likeness or voice in the Submission or otherwise use such name, image, likeness or voice in accordance with these Official Rules (if applicable, any selected winner may be required to verify such authorization in the form of a release) and the entrant must be the parent/legal guardian of any minor included in the Submission;
  - Submission must NOT contain subject matter which is, or could be considered, in the sole discretion of the Contest 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 content that promotes any particular political agenda or message;
  - Submission must NOT contain any personal identification, such as personal names or email addresses;
  - Submission must NOT communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
  - Submission must NOT violate any law;
  - Submission must NOT contain any content that is protected by copyright (without the express prior written consent of the owner of such right), including any music or include any recognizable locations or include names and/or descriptions of any copyrighted media production, including, without limitation, films, books, television programming, etc., or identifying descriptions of any media property; and
  - Submission must NOT contain any derogatory references to any of the Contest Entities.

Note: Sponsor reserves the right, in its sole discretion, to disqualify any entry in the Contest 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. Sponsor reserves the right to waive the Submission Requirements in its reasonable discretion.

In the event of 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. The Contest 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 Contest or by any technical or human error, which may occur in the processing

of the entries in the Contest. The Contest Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Incomplete entries will be disqualified. Proof of sending posting a Submission on TikTok is not considered proof of delivery to or receipt by Sponsor of such entry.

Limit one (1) entry per person, per Day during the Contest Period; each entry by an entrant must be significantly different from his/her previously submitted entries. Entries received from any person or TikTok account in excess of the limitation stated will be void. **Direct any questions, comments, or complaints regarding the Contest to Sponsor, not TikTok.**

4. **GRANT OF RIGHTS:** Each entrant into the Contest 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, including the featured original artwork, 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 Contest and other advertising and promotions. Winner agrees to provide Sponsor with the original file containing the Submission (or has "save video" turned on) prior to awarding of any prize. 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.
5. **JUDGING / SELECTION AND NOTIFICATION OF WINNERS:** During the Judging Period, the judging panel, as designated by the Sponsor, will judge the eligible Submissions and the potential winners will be selected from among all of the eligible entries received during the Entry Period. The potential winners will be selected based on the following judging criteria: creativity showing the moments of connection with the **Kellogg's® Rice Krispies Treats®** brand (50%), and Submission reflects the Contest theme (50%). In the event of a tie between any entries, an additional, tie-breaking judge, as determined by the Sponsor, will determine the winner from among the tied entries using the judging criteria outlined herein. Sponsor reserves the right to not award all of the available prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries. The decisions of Sponsor are final and binding on all matters relating to this Contest.

Each potential winner will be notified by a comment posted on their entry video by the **@kelloggsricekrispies** account and asked to contact **@kelloggsricekrispies** directly via TikTok direct message using the social media account information used by the entrant to enter the Contest. In the

event that any potential winner does not respond to any such notification within three (3) days of the date of issuance, a disqualification will result, the prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate winner may be chosen from among all remaining eligible entries using the judging criteria noted in these Official Rules. Each potential winner will be required to execute, have notarized and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Release of Publicity, within five (5) days of date of issuance (collectively, "**Prize Claim Documents**"). In the event of a disqualification, the prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate winner may be selected based on the aforementioned judging results if all required documents are not properly executed and returned within the specified period of time. Refusal or return of such documents as non-deliverable or potential winner's noncompliance with these Official Rules will also result in disqualification and forfeiture of the prize and, at Sponsor's sole discretion, may cause an alternate potential winner to be selected from among all remaining eligible entries.

- 6. PRIZES AND APPROXIMATE RETAIL VALUES (ARV):** Fifteen (15) Prizes are available. Each prize consists a one-year supply of **Kellogg's® Rice Krispies Treats®** (twenty-four (24) boxes of 8-ct. Original and twenty-four (24) boxes of 32-ct. Original Mini Squares) (ARV \$70.80 each prize). Additionally, a portion of each winner's TikTok video Submission will be featured in a music video for the Song; there is no value associated with this part of the prize. Sponsor reserves the right to not award all of the available prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries. Total ARV of all prizes is \$1,062.00.

Additionally, Sponsor may, at its sole and absolute discretion, feature the original Submission of each winner on the **Kellogg's® Rice Krispies Treats®** brand TikTok channel, at its sole discretion. The winners will receive no additional compensation other than the prize.

- 7. GENERAL PRIZE CONDITIONS:** ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

8. **GENERAL:** Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation, except where prohibited by law.

By participating in this Contest, entrants agree that the Contest Entities, TikTok, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("**Released Parties**") are not responsible for lost, late, incomplete, stolen, delayed, garbled, inaccurate, misdirected, postage due or undeliverable entries or email notifications; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net accessibility, availability or traffic congestion; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information; or for errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of entries, the announcement of the prizes or in any Contest-related materials. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website users, tampering or hacking or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any Contest-related website or social media platform. The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Contest and/or accepting or using a Prize. The Released Parties shall not be responsible or liable for Entries that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest and/or aspects of the Contest, including but not limited to: the selection of winners in a manner it deems fair and reasonable, including but not

limited to the selection of the winners from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners.

By entering the Contest, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including but not limited to reasonable outside attorneys' fees) that may arise in connection with: (a) the Contest, including but not limited to any Contest-related activity or element thereof, and the entrant's registration, participation or inability to participate in the Contest, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Contest materials, (d) acceptance, receipt, delivery of, possession, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to: by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Contest, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any registration (including but not limited to the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Contest, any Contest-related websites or applications or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Contest and/or its contents related to or resulting from any part

of the Contest, (l) any lost/delayed data transmissions, omissions, interruptions, defects and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof) or (p) the negligence or willful misconduct by entrant.

Without limiting the foregoing, everything regarding this Contest, including but not limited to the Prize components, are provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

Sponsor reserves the right to disqualify any individual (and void all associated entries) found, in its sole opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Contest. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY CONTEST SOCIAL MEDIA PLATFORM OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES) OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. Sponsor's interpretation of these Official Rules is final and binding in all matters related to the Contest. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All registrations and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

9. **NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.
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 CONTEST 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 its 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 10/15/22 to: **Kellogg's™ Rice Krispies Treats™ Anthem Contest**, Attn: Winner's List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winner's list to be available after 8/15/22.
13. **SPONSOR:** Kellogg Company, One Kellogg Square, Battle Creek, MI 49016

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TIKTOK IS A REGISTERED TRADEMARK OF TIKTOK. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH TIKTOK. TIKTOK IS COMPLETELY RELEASED OF ALL LIABILITY BY EACH ENTRANT IN THIS CONTEST.