

KELLOGG'S™ - MINECRAFT BUILD FOR BETTER CONTEST

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. CONTEST DESCRIPTION: The **Kellogg's™ - Minecraft Build for Better Contest** (“**Contest**”) begins at 12:00:00 AM Eastern Time (“**ET**”) on 3/27/23 and ends at 11:59:59 PM (ET) on 7/31/23 (“**Contest Period**”).

The Contest Period shall flow as follows:

- A “**Submission Period**” beginning at 12:00:00 AM (ET) on 3/27/23 and ending at 11:59 PM (ET) on 7/31/23;
- A “**Judging Period**” taking place from 8/8/23 through 8/23/23; and

The Contest provides eligible entrants with the opportunity to inspire the build of a playground using Minecraft (the “**Submission**”). Alternately, entrants may enter a Submission by drawing a playground and sending it in by mail, as further described below. **You do not have to purchase Kellogg's® product(s) to participate.** Eligible Submissions will be reviewed by a panel of qualified judges at KABOOM! to select one (1) Grand Prize winner, as more fully set forth below. Note: By entering the Contest, entrants agree and approve that their Submission (including their personal information) may be shared by Kellogg Company (“**Sponsor**”) with KABOOM! for purposes of Contest judging, winner notification and awarding of any prize.

2. ELIGIBILITY: Open to legal residents of the fifty (50) United States, District of Columbia and Puerto Rico who are sixteen (16) years of age or older at time of entry. Employees of Kellogg Company, KABOOM!, their respective parent companies, affiliates, subsidiaries, suppliers, advertising and promotion agencies (“**Contest Entities**”) and their immediate family members and/or those living in the same household of each are not eligible to participate.

3. HOW TO ENTER:

- A. Website Entry. During the Submission Period, in order to enter, eligible entrants must do the following: 1) Go to www.kelloggminecraftpromo.com (“**Website**”); 2) Select the “**Build for Better Contest**”; 3) Complete the online Contest registration form (note: Contest registration is free); 4) Upload your photo (5MB or less / photo format must be png, jpg and/or gif) to the Photo Upload Page (*do not refresh/close your browser during this time*); 6) Once complete, you will see a Confirmation Page that your photo was uploaded successfully. Website entry must be completed by 11:59:59 PM (ET) on 7/31/23.

- B. Mail-in Entry. To enter the Contest without using Minecraft, hand draw a playground design on an 8½"x 11" piece of paper and include your name, address, age, daytime phone number, and mail in an envelope with sufficient postage affixed to: **Kellogg's™ - Minecraft Build for Better Contest**, Attn: Entry, P.O. Box 7777, Kalamazoo, MI 49003-7777. Mail-in entry must be postmarked by 7/31/23 and received by 8/7/23.

A Submission may only be entered once into the Contest. Limit one (1) entry per person, regardless of method of entry. All Submissions consist solely of a playground design. Sponsor is not responsible for lost, late, misdirected, illegible, incomplete, damaged, postage due or mutilated mail. No mechanically reproduced, altered, forged, or facsimile entries will be accepted. Contest Entities are not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human or electronic. Contest Entities shall not be responsible for incorrect or inaccurate entry information whether caused 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. Contest Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Only fully completed entries are eligible. All entries become the property of Sponsor and will not be returned. Sponsor is not responsible for any change of mailing address and/or telephone number of entrants. Proof of submission will not be deemed to be proof of receipt by Sponsor.

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: Any online entry must be made by the entrant. Entries made by any other individual or any entity, and/or originating at any other website or email address, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this. In the event of a dispute regarding online entries, any online entries will be deemed to have been submitted by the "Authorized Account Holder" of the email address provided at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provided, online service provider, wireless carrier, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. The potential winner may be required to provide Sponsors with proof that he/she is the authorized account holder of the email address or wireless account associated with the winning entry. Entrants may not participate with multiple email addresses, nor may entrants use any device or artifice to enter as multiple entrants in the Contest. Any entrant who attempts to enter with multiple email accounts and/or email addresses, under multiple identities or uses any other device or artifice to enter multiple times in the Contest will be deemed ineligible.

4. **SUBMISSION REQUIREMENTS:** Each Submission that is submitted into the Contest 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 of a playground design intended for use by children 2 – 12 years of age;
- Submission must NOT contain or depict material which is (or promoting activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; or material that contains any derogatory references to any Contest Entities;
- Submission must be entirely original to the entrant and must NOT include mention or depiction of any copyrighted material (including but not limited to music, films, books, television programming) and must not infringe on any third-party trademarks (including, but not limited to brand names, product names, logos, insignia, location signage, photographs, artwork, etc.);
- Submission must NOT have been previously submitted to another Contest, broadcast on a media network or submitted to any entertainment entity that would conflict with this Contest, as determined in the Sponsor's sole discretion;
- Submission must NOT include materials that violate or infringe another person's rights, including, but not limited to, privacy, publicity or intellectual property rights;
- If Submission uses Minecraft, then it must comply with the Minecraft's [Terms of Use](#);
- Submission must NOT include third parties.

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.

Entrants understand that they are sharing their Submission at their sole risk. Sponsor is not responsible for any claims arising from the Submission, specifically including, but not limited to, claims for intellectual property infringement and privacy rights violations.

5. WINNER SELECTION AND NOTIFICATION: At the conclusion of the Submission Period, one (1) Grand Prize winner will be selected from among all eligible entries received by a panel of qualified judges selected by Sponsor. The Grand Prize winner will be selected based on the following judging criteria: a. creativity – 20%; b. inclusivity & accessibility – 20%; c. practicality for being built – 20%; d. appropriate for all ages – 20%; e. sustainability – 20% (i.e. use of recycled, sustainable or responsibly sourced materials, inclusion of nature – e.g. trees and flowers, sustainable water elements and recycling bins). The judging of Submissions will be conducted under the supervision of Sponsor whose decisions are final and binding in all respects relating to the Grand Prize winner selection. In the event of a tie, the tied Submissions will be judged by an additional judge who will serve as a tie-breaker using the same criteria as outlined herein. The potential Grand Prize winner, as determined by the judging panel indicated above, will be notified by telephone, email and/or overnight mail on or about 8/24/23 and will be

required to respond (as directed) to the notification attempt within seventy-two (72) hours of first attempted notification. The failure to respond timely to the notification may result in forfeiture of participation in the Contest and, in such case; Sponsor may select an alternate potential Grand Prize winner according to the aforementioned judging criteria. The potential Grand Prize winner will be required to execute and return an affidavit of eligibility, a liability release and, unless prohibited by law, a publicity release and other related documents required by the Sponsor (the **“Winner’s Documents”**), within a reasonable amount of time, as determined by the Sponsor in its sole discretion. If potential Grand Prize winner is a minor, the Winner’s Documents must be completed and returned by the potential Grand Prize winner’s parent or legal guardian. If the potential Grand 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, such potential winner will be disqualified and may select an alternate potential Grand Prize winner according to the aforementioned judging criteria.

6. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Each person who enters this Contest represents and warrants as follows: (i) the Submission is the entrant’s own original, previously unpublished, and previously unproduced work; (ii) the Submission does not contain any computer virus and is otherwise uncorrupted; (iii) as of the date of submission, the Submission is not the subject of any actual or threatened litigation or claim; (iv) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; and (v) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Contest Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.
7. 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 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 promotions. 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.
8. PUBLICITY RELEASE: By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in or winner of the Contest, each entrant irrevocably grants the Sponsor and its successors, assigns and licensees, the right to use such entrant’s name, likeness, biographical information and Submission in any and all media for any purpose, including

without limitation, advertising and/or promotional purposes as well as in, on or in connection with the Website or the Contest or other promotions, and hereby release the Sponsor from any liability with respect thereto.

9. PRIZE/APPROXIMATE RETAIL VALUE (ARV): One (1) Grand Prize is available. The Grand Prize winner will receive the Grand Prize (“**Grand Prize**”) which consists of his/her playground design to be used as inspiration for a community in which the playground will be built. The Grand Prize winner will have the opportunity to participate in Design Day (to be held virtually) to aid in the development of the playground with the community. The Design Day will be scheduled and facilitated by KABOOM! The final design will be built by KABOOM!. The Grand Prize winner and one (1) guest will have the opportunity to attend the ribbon cutting ceremony of the new playground in a designated U.S.-based city (ARV \$4,500). Grand Prize trip includes: round-trip coach air transportation for winner and one (1) guest between a major commercial airport in the United States closest to the winner's primary U.S. residence (as selected by Sponsor in its sole discretion) and destination city (as determined by Sponsor); standard double-occupancy hotel accommodations consisting of one (1) room for two (2) nights; and the opportunity for winner and his/her guest to attend the playground ribbon cutting ceremony; and \$500 (for winner only – to be used towards travel expenses). **Trip must be taken on dates as determined by the Sponsor or prize will be forfeited in its entirety.** No transfer or substitution of trip elements will be permitted. Winner and his/her guest must depart/return from the same major airport and travel on same itinerary. If winner is a minor, winner's guest must be his/her parent or legal guardian. Trip does not include taxes, meals, tips, gratuities, 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 may fluctuate due to market conditions, changes in value of components, (e.g. air transportation and hotel rates) and other reasons. If winner lives within two hundred fifty (250) miles of destination city, Sponsor will substitute air transportation with ground transportation between winner's residence and hotel in the destination city, and the difference in value will not be awarded. In the event any scheduled event 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. Unclaimed prize will not be awarded. All applicable federal, state, and local taxes on any prize are the sole responsibility of the prize winner. **Grand Prize winner will receive an Internal Revenue Service Form 1099 for the ARV of the prize for the tax year in which the prize was awarded.**
10. GENERAL: If prize notification or prize is returned as non-deliverable, prize may be forfeited. 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 accepting prize, winner releases and agrees to hold harmless Contest Entities, their respective affiliates, directors, employees, officers, and agents 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 Contest, or the awarding, receipt, possession, use or misuse of any prize and/or respect to participation in any prize related activity. Contest Entities will have no liability 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. 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 Contest, 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 Contest.

11. LIMITATIONS AND RELEASES: Sponsor is 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 Contest if it determines, in its sole discretion, that the Contest 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 Contest as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the Grand Prize winner in accordance with the judging criteria set forth in Section 5 from all eligible, non-suspect entries received as of the date of the event giving rise to the termination, which shall be each entrant's sole and exclusive remedy under such circumstances. 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.

12. PRIVACY: For information about how Kellogg Company uses your personal information, please see Kellogg Company privacy policy, located at https://www.kelloggcompany.com/en_US/privacy-policy.html.
13. WINNER'S LIST: For name of winner, send a self-addressed, stamped envelope by 11/15/23 to: **Kellogg's™ - Minecraft Build for Better Contest**, Attn: Winner's List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winner's list to be available after 9/15/23.
14. SPONSOR: Kellogg Company, One Kellogg Square, Battle Creek, MI 49016.

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