

## **KELLOGG'S™ ALL-STAR TUESDAYS™ AT CINCINNATI REDS TEXT-TO-WIN GAME**

### **OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. **PROMOTION DESCRIPTION.** The **Kellogg's™ All-Star Tuesdays™ at Cincinnati Reds Text-to-Win Game** (the “**Game**”) is a Text and Online Instant Win Game that begins on 3/30/15 at 12:00:00 PM Eastern Time (“**ET**”) and ends on 6/14/15 at 11:59:59 AM (ET) (the “**Promotion Period**”). Look on specially marked point-of-sale (“**POS**”) material at participating retailers for the Short Code and keyword; and then follow the instructions provided to play the Game via text or online – as more fully described below. Game plays must be completed by 6/14/15 at 11:59:59 AM (ET). To enter for free, see the Online play method below in rule #3b.
2. **ELIGIBILITY:** Open to legal residents of the fifty (50) United States and District of Columbia who are 18 years of age or older (except in the case of legal residents of certain states where the legal age of majority is greater than eighteen (18) years of age, such legal age of majority) at time of entry. Employees of Kellogg Company, the MLB Entities (defined below), each of their respective parent companies, affiliates, subsidiaries, suppliers, advertising and promotion 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. The “MLB Entities” shall mean the Office of the Commissioner of Baseball (“**BOC**”), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs (“**Clubs**”), Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc. (“**MLBP**”), MLB Advanced Media, L.P. (“**MLBAM**”), The MLB Network, LLC, each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities. Void where prohibited or restricted by law, rule or regulation.
3. **HOW TO PLAY THE GAME.** There are two (2) ways to play the Game:
  - a) **TEXT MESSAGE GAME PLAY:** During the Promotion Period, from your wireless phone, text the keyword “**REDS**” to the short code **86677** (the “**Short Code**”). Each text message constitutes one (1) Game play. After sending your text message, you will receive a return text message indicating whether or not you are a winner, subject to verification. If you are a potential winner, your return text message will include a prize claim URL and prize claim code to claim your prize. Go online to the prize claim URL provided and follow the instructions provided to claim your prize. If a potential winner does not log into the prize claim URL provided within seventy-two (72) hours from the first attempted notification, the potential winner may forfeit the

prize. You may receive a minimum of two (2) text messages in response to your Game play, including a message confirming your Game play, and legal disclaimers from Kellogg Company (“**Sponsor**”). You may opt-out of receiving the promotional text messages from Sponsor at any time by sending a reply text message with the word “STOP”. The text messaging method of Game play is designed to work with most of the U.S. major wireless carriers in the United States, but Sponsor makes no guarantee that any particular wireless service provider will participate, and the mobile phone that is used must be capable of sending and receiving text messages. Check with your carrier for details. Entrants should check their phone’s features to see if they have that capability. Wireless service providers may charge entrants for each text message, including any error message that is sent and received in connection with the Game, based on the applicable wireless service pricing plan. **Message and data rates apply. Entrants should consult their wireless service provider’s pricing plan for details.** Game play by sending a text message will not improve your chance of winning. By texting a Game play, the entrant grants permission to the Sponsor to notify them via a return text message and must agree to accept all applicable charges associated therewith. You are responsible for all applicable fees and taxes associated with placing a text message Game play. Sponsor in its sole discretion may add or delete a cellular carrier at any time, without notice. Proof of text messaging to the Short Code is not considered proof of delivery to or receipt by Sponsor of such Game play.

b) ONLINE GAME PLAY: To play for free, during the Promotion Period, go to <http://www.Kelloggallstartuesday.com> (the “**Website**”), complete the online registration form and enter the code provided during your Game session as instructed to see if you are a Game prize winner, subject to verification. The Game results will be displayed during your online session and you will receive an on-screen message indicating whether or not you are a winner, subject to verification. If you are a potential winner, follow the on-screen instructions provided on how to claim your prize. If a potential winner does not claim their prize as instructed during their winning online Game play within seventy-two (72) hours from the first attempted notification, potential winner may forfeit prize.

Potential prize winners will be sent the Winner Documents for their completion and return to the Sponsor’s fulfillment provider in order to claim their prize. No automated entry devices, bots and/or other programs and/or software are permitted for Game play. All entries become the sole property of Sponsor and will not be returned. Promotion 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. Promotion 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 Game or by any technical or human error which may occur in the processing of the Game plays in the Game. Promotion 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 Game plays are eligible.

If due to programming, production or other errors, more Game prizes are awarded and/or claimed than intended, the intended Game prize 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. Use of any automated system to participate is prohibited and will result in disqualification. All potential winning Game plays are subject to verification by Sponsor, whose decisions are final and binding. A "Screen Shot" is not proof or evidence of winning a Game play and/or Game prize. A participant is not a winner of any prize, even if the Website and/or a confirmation text message/email should so indicate, unless and until said participant's eligibility 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 Game play that occurs after the system has failed for any reason is deemed a defective Game play and is void and will not be honored.

Limit one (1) Game play per person for the Promotion Period, regardless of method of play. **All Game plays in excess of this limit will be deemed void.** Sponsor is not responsible for any change of mailing address and/or telephone number of participants. In the event of a dispute over the identity of a participant in the Game, participation will be deemed completed by the authorized account holder of the email address or mobile telephone number provided at the time of participation.

"Authorized account holder" is defined as the natural person who is assigned to an email address or mobile telephone number by an Internet access provider, 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 or mobile telephone number. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the email address or wireless account associated with the winning Game play. If a dispute cannot be resolved to Sponsor's satisfaction, the affected Game play will be deemed ineligible.

4. **PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS:** Sixty (60) Grand Prizes – Each winner will receive one (1) *MLB*<sup>®</sup> All-Star Tuesdays<sup>™</sup> prize package consisting of four (4) tickets for winner and three (3) guests to one (1) 2015 Cincinnati Reds regular season home game scheduled to be played on one (1) of the select Tuesday game dates set forth in the table below at Great American Ball Park (game date to be randomly selected by Sponsor, at its sole discretion) and four (4) limited edition All-Star- themed T-shirts for winner and his/her three (3) guests featuring a Reds player determined by Sponsor at its sole discretion (each, a "prize" and collectively, the "prizes") (ARV of each prize: \$260). Tickets are subject to availability, and are subject to the terms and conditions associated with their use. T-shirt received by winner and his/her guests will be the t-shirt associated with the scheduled giveaway

on the game night selected. T-shirt will be provided at the stadium on game night. Available games are:

Game Date	Opponent	Game Date	Opponent
4/28/15	Milwaukee	8/4/15	St. Louis
5/12/15	Atlanta	8/18/15	Kansas City
5/26/15	Colorado	8/25/15	Los Angeles Dodgers
6/9/15	Philadelphia	9/8/15	Pittsburgh
6/30/15	Minnesota	9/29/15	Chicago Cubs
7/21/15	Chicago Cubs	-	-

**Transportation to/from the game is not included as part of prize and is sole responsibility of each winner.** Total value of all prizes \$15,600. Odds of winning depend on total number of eligible entries received from all methods combined and the order in which they are received. 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. Seat locations at the game shall be determined in the sole discretion of Sponsor, MLBP and/or the applicable Club, as applicable. Winners' companions must be of legal age of majority in their jurisdictions of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. Major League Baseball game, event and exhibition dates and times are determined in the sole discretion of the BOC and/or the applicable Club, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of any prize may govern in the event a legal game, event or exhibition, as defined by Major League Baseball, is not played or held due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Each winner and his/her guest(s) agree to comply with all applicable ballpark and venue regulations in connection with the Prize. Sponsor and the applicable MLB Entities reserve the right to remove or to deny entry to any winner and/or his/her guest(s) who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Promotion Entities will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Major League Baseball game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded as prizes may not be resold or offered for resale. Any such resale may result in disqualification and Prize forfeiture, and may invalidate the license granted by the game, event or exhibition ticket(s). All prizes provided by Sponsor.

5. GENERAL: Potential prize winners will be required to sign and return a notarized Affidavit of Eligibility/Liability Release and, where permitted by law, Publicity Release ("Winner Documents") within seven (7) days after first notification attempt. Guest(s) of each prize winner (if a minor, his/her parent or legal guardian must be the prize winner and must sign on his/her behalf) must sign and return a Liability Release and, where permitted by law, Publicity Release prior to awarding of prize. If prize notification or prize is returned as non-deliverable, or prize is declined for any reason, 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. 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 Game or any prize-related activities. By participating, winners release and agree to hold harmless Promotion Entities and each of their respective affiliates, directors, employees, officers and agents, including without limitation, their advertising/promotional agencies 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 Game, or the awarding, receipt, possession, use or misuse of any prize and/or with respect to participation in any travel or prize related activity. Acceptance of a prize shall be construed as and signify prize winner's agreement and consent that Sponsor and the MLB Entities may use the prize winner's name, photograph, likeness, voice, biographical information, prize 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, review, approval or payment, where allowed by law. By participating in this Game, entrants agree to be bound by the Official Rules and the decisions of the Sponsor, which are final and binding in all respects. Promotion Entities are not responsible for any typographical or other error in the printing of the offer or in administration of the Game.

6. **LIMITATIONS AND RELEASES:** Any attempted form of entry into the Game, other than the entry methods stated, is prohibited. 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, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, lost or unavailable network connections, telephone connections, wireless phone connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture or entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict a participant's ability to play the Game, including any injury or damage to participant's or any other person's phone, or other matter relating to or resulting from participating in this Game or downloading any materials in the Game. If for any reason the text message and/or online portion of the Game 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 Game, 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 Game. **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 AND THE MLB ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW.

7. PRIVACY: For information about how the Sponsor uses your personal information, please see its privacy statement, located at <http://www.kelloggcompany.com/privacy.aspx>
8. WINNERS' LIST: For names of winners, send a self-addressed, stamped envelope to be received by 9/15/15 to: **Kellogg's™ All-Star Tuesdays™ at Cincinnati Reds Text-to-Win Game**, Attn: Winners' List, P.O. Box 1716, Battle Creek, MI 49016-1716. Winners' list to be available after 7/15/15.
9. SPONSOR: Kellogg Company, One Kellogg Square, Battle Creek, MI 49016

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