

KELLOGG'S™ / DESPICABLE ME 3 TEXT-TO-WIN SWEEPSTAKES

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™ Despicable Me 3 Text-to-Win Sweepstakes** (the "**Sweepstakes**") is a Text Entry and Mail-in Entry Sweepstakes that begins on 5/1/17 at 12:00:00 AM Eastern Time ("**ET**") and ends on 6/30/17 at 11:59:59 PM (ET) (the "**Promotion Period**"). Look on the Point-of-Sale ("POS") advertising material at participating retail stores for the Short Code and keyword for each Participating Retailer (see rule #3a for "Participating Retailers"); and then follow the instructions provided to enter the Sweepstakes via text – as more fully described below in rule #3a. To enter for free via mail-in, see the mail-in method of entry details on promotional materials at the Participating Retailers' stores noted above or see below in rule #3b for further details.
2. **ELIGIBILITY:** Open to legal residents of the states of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maryland, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Dakota, Texas, Utah, Virginia, Washington, Wisconsin and Wyoming who are eighteen (18) years of age or older at the time of entry and live within a fifty (50) miles radius of the Participating Retailer associated with their entry. **NOTE: Entrants must be a legal resident of the state that their entry is associated with for the specific retailer (see rule #3a for retailer states) or their entry will be considered void.** Employees of Kellogg Company, Participating Retailers, their respective parent companies, affiliates, subsidiaries, partners, advertising, promotion and other agencies (collectively, "Promotion Entities") and their immediate family members and/or those living in the same household of each are not eligible to participate. All federal, state and local laws and regulations apply.
3. **HOW TO ENTER.** There are two (2) ways to enter the Sweepstakes:
 - a) **TEXT ENTRY:** During the Promotion Period, from your wireless phone, text the respective keyword to the short code for the respective Participating Retailer:

Participating Retailers	Retailer State(s)	Key Word	Short Code	# of Prizes
Sedano's	FL	MINION1	86677	25
Associated/Met/Pioneer/Compare	NJ, NY	MINION2	86677	100
Key Foods	NJ, NY	MINION3	86677	25
Bravo / Krasdale / C-town	NJ, NY	MINION4	86677	25
Food Town	NJ, NY	MINION5	86677	25
General Trading	NJ, NY	MINION6	86677	25
Jewel	IA, IL, IN	MINION7	86677	25
AWG El Rancho	TX	MINION8	86677	25
AWG – Buy 4 Less	OK	MINION9	86677	25
AWG – Hen House	KS, MO	MINION10	86677	25
AWG – Cosentinos Price Chopper	KS, MO	MINION11	86677	25
AWG – McKeever's Price Chopper	KS, MO	MINION12	86677	25
Northgate	CA	MINION13	86677	100
Superior	CA	MINION14	86677	50
Vallartas	CA	MINION15	86677	50
Smart & Final	CA	MINION16	86677	25
Super King Markets	CA	MINION17	86677	25
Basha's	AZ	MINION18	86677	25
Food City	AZ	MINION19	86677	25

Fiesta	TX	MINION20	86677	25
Food Town	TX	MINION22	86677	25
Foodarama / Cox's	TX	MINION23	86677	25
BCS (Brookshire)	AR, LA, TX	MINION24	86677	25
Vista (El Paso)	TX	MINION25	86677	25
AFI	NM, TX	MINION26	86677	25
Lowe's (El Paso) & Food King	TX	MINION27	86677	25
Harmon's	UT	MINION28	86677	25
Ridley's	ID, NV, UT, WY	MINION29	86677	25
Associated Corporate Stores	NV, UT	MINION30	86677	25
Dierbergs	IL, MO	MINION32	86677	25
Festival Foods	MN, MO, WI	MINION33	86677	25
Coborns/Cashwise	MN, SD	MINION34	86677	25
Brookshire Brothers	LA, TX	MINION35	86677	25
Military Channels	AL, AK, CA, CO, CT, DC, DE, FL, GA, HI, IL, KS, KY, LA, MD, MO, MS, MT, NC, ND, NE, NM, NJ, NV, OH, OK, PA, TX, VA, WA	MINION36	86677	100

After sending your text message entry, you may receive one (1) text message in response to your text entry confirming your entry 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 entry 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 Sweepstakes, 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. Entry by sending a text message will not improve your chance of winning. By texting an entry, 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 entry. Sponsor in its sole discretion may add or delete a cellular carrier at any time, without notice. Proof of text messaging the Short Code is not considered proof of delivery to or receipt by Sponsor of such Sweepstakes entry. Text entries must be completed by 6/30/17 at 11:59:59 PM (ET).

b) **MAIL-IN ENTRY:** You may also enter during the Promotion Period by hand-writing, on a plain 3”x 5” piece of paper, your name, address, age, daytime/evening phone numbers and name of your Participating Retailer. **You must include the name of your Participating Retailer with your entry or your entry will be considered void.** Mail your entry in an envelope with sufficient postage affixed to: **Kellogg’s™ / Despicable Me 3 Text-to-Win Sweepstakes**, Attn: Entry, P.O. Box 1498, Battle Creek, MI 49016-1498. Mail-in entries must be postmarked by 6/30/17 and received by 7/7/17.

No automated entry devices, bots and/or other programs and/or software are permitted for entry. No mechanically reproduced, altered, forged, or facsimile entries will be accepted. All entries become the sole property of Sponsor and will not be returned. Sponsor is 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 Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. 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 entries are eligible.

If due to programming, production or other errors, more prizes are awarded and/or claimed than intended, the intended number of Sweepstakes 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. Use of any automated system to participate is prohibited and will result in disqualification. All potential winning entries are subject to verification by Sponsor, whose decisions are final and binding. 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 entry that occurs after the system has failed for any reason is deemed a defective entry and is void and will not be honored.

Limit one (1) entry per person per Day, regardless of method of entry. **All entries in excess of this limit will be deemed void.** For purposes of this Sweepstakes, a "Day" is defined as a 24-hour period beginning at 12:00:00 AM (ET) and ending at 11:59:59 PM (ET). 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 text entrant in the Sweepstakes, entry will be deemed completed by the authorized account holder of the mobile telephone number provided at the time of participation. "Authorized account holder" is defined as the natural person who is assigned to a 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 the mobile telephone number. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the mobile telephone account associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Please allow up to eight (8) weeks from time of prize claim until confirmation of prize winner.

4. **RANDOM DRAWING:** One thousand one hundred twenty (1,125) winners (see rule #3a for prize distribution) will be selected in a random drawing to be conducted on or about 7/10/17 among all eligible entries received from all methods combined for each Participating Retailer by Sponsor or its designee. The decisions of the Sponsor are final and binding.
5. **WINNER NOTIFICATION:** Potential prize winners will be notified by email, phone and/or mail, using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to two (2) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential 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 prior to award, such prize will be forfeited and an alternate prize winner may be selected.
6. **PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS:** One Thousand One Hundred Twenty Five (1,125) Grand Prizes (see rule #3a for prize distribution) – Each winner will receive a 4-pack of Movie Tickets (ARV \$12 ea. ticket/total ARV \$48 ea. winner). Total ARV of all prizes is \$54,000. Odds of winning depend on total number of eligible entries received from all methods combined for each Participating Retailer. Unclaimed prizes will not be awarded. All applicable federal, state, and local taxes on prize(s) awarded to the winner are the sole responsibility of the prize winner. Limit one (1) prize per person for the Promotion Period, regardless of the number of entries submitted for Participating Retailers. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.
7. **GENERAL:** Potential prize winners (if a minor, his/her parent or legal guardian) will be required to sign and return a notarized Affidavit of Eligibility/Liability Release and, where permitted by law, Publicity Release within fourteen (14) days after first notification attempt. If prize notification or prize is returned as non-deliverable, prize may be forfeited and an alternate winner may be selected in accordance with these Official Rules. 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. By entering Sweepstakes, entrants agree to release and hold harmless, Kellogg Company, Participating Retailers and their respective related companies, parents, subsidiaries, limited liability companies, affiliates, directors,

officers, employees, assigns and their respective agents and agencies ("Released Parties") from and against any claim or cause of action arising out of participation or attempt to participate in the Sweepstakes or receipt or use of any prize. Entrants and winners (i.e. entrants that accept a prize) release and agree to indemnify and hold the Released Parties harmless against any and all claims and liability out of acceptance, possession, use or misuses of prize, or participation in this Sweepstakes. Released Parties will have no liability whatsoever for any injuries, losses or damages of any kind resulting from acceptance, possession, use and/or misuse of any prize or participation in the Sweepstakes or any prize-related activities.

Acceptance of a prize shall be construed as and signify the winner's agreement and consent that Sponsor and the applicable Participating Retailer may use the winner's name, voice, likeness and/or prize information, without limitation, for promotional purposes without further consideration, review, approval or payment, unless prohibited by law. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the Sponsor, which are final and binding in all respects. Sponsor is not responsible for any typographical or other error in the printing of the offer or in administration of the Sweepstakes. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THIS SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

8. **LIMITATIONS AND RELEASES:** Any attempted form of entry into the Sweepstakes, other than the entry methods stated, is prohibited. Promotion Entities, their respective affiliates, partners and promotion and advertising agencies 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, website, 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 enter the Sweepstakes, 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 Sweepstakes or downloading any materials in the Sweepstakes. If for any reason the text entry portion of the Sweepstakes 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 Sweepstakes, 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 Sweepstakes; and award the prizes from among all eligible non-suspect entries received from all methods combined up to the action taken by the Sponsor provided a sufficient number of eligible entries have been received. Caution: Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Sweepstakes 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.
9. **PRIVACY:** For information about how Kellogg Company uses your personal information, please see its privacy statements, located at <http://www.kelloggcompany.com/privacy.aspx>.
10. **WINNER'S LIST:** For names of winners, send a self-addressed, stamped envelope by 9/30/17 to:
Kellogg's™ / Despicable Me 3 Text-to-Win Sweepstakes, Attn: Winner's List, P.O. Box 1716, Battle Creek, MI 49016-1716. Winner's list to be available after 7/31/17.
11. **SPONSOR:** Kellogg Company, One Kellogg Square, Battle Creek, MI 49016