

EGGO™ COFFEE GIVEAWAY

OFFICIAL TERMS AND CONDITIONS

NO PURCHASE IS NECESSARY TO PARTICIPATE. VOID IN ALASKA, HAWAII AND WHERE OTHERWISE PROHIBITED BY LAW.

1. **Offer Period:** The **Eggo™ Coffee Giveaway** (the “**Offer**”) begins at 12:00:00 PM (ET) on 8/21/24 and ends 11:59:59 PM (ET) on 8/25/24 (“**Offer Period**”). For purposes of these Official Terms and Conditions, a “day” is defined as each twenty-four (24) hour period during the Offer Period beginning at 12:00:00 PM (ET) and ending at 11:59:59 AM (ET) or while supplies last for the respective day – whichever occurs first.
2. **Eligibility:** Offer open only to legal residents of the forty-eight (48) contiguous United States and District of Columbia who are eighteen (18) years of age or older and located in the forty-eight (48) contiguous United States and District of Columbia. Offer is valid only in the forty-eight (48) contiguous United States and District of Columbia. Void in Alaska, Hawaii and where otherwise prohibited, taxed or restricted by law. By participating in the Offer, each entrant unconditionally accepts and agrees to comply with and abide by these terms and conditions, and the decisions of Kellanova (“**Sponsor**”), which shall be final and binding in all respects.
3. **How to Participate:**
 - a. **GO** online to eggogiveaway.com (“**Website**”) at the beginning of an applicable day during the Offer Period and **BE ONE OF THE FIRST 100** eligible participants during the applicable day to complete the Offer registration, as instructed on the landing page of the Website. Offers will be awarded on a “first come – first served” basis and is subject to participant eligibility. There will be a total of five hundred (500) rewards available in this Offer. If there are any unawarded rewards at the end of any respective day during the Offer Period (except last day of the Offer Period), then the unawarded rewards will automatically rollover to the next day.
 - b. **GET** a reward in the form of one (1) 40-ct. box of **Eggo® Coffee** created in partnership with Two Rivers Coffee Co. plus one (1) coupon for a free box of any **Eggo®** product (up to \$5.99.) (collectively, a “**Reward**”). ARV of each Reward is \$30.98. Please allow up to 8-weeks for delivery of Reward.

Proof of submission is not considered proof of delivery to or receipt by Sponsor or its designee of submission materials. All federal, state and local taxes and all other expenses not expressly listed in these Official Terms and Conditions are the sole responsibility of the Reward recipient. Reward is nontransferable and may not be

substituted or redeemed for cash by Reward recipient. Sponsor reserves the right to substitute the Reward for one of equal or greater value. No more than the state number of Rewards will be awarded. Reward and its components will be selected by Sponsor or its representatives in its/their sole discretion, including without limitation. If any required documents are not timely received by Sponsor, or if any message or email/mail intended for a Reward recipient is returned as undeliverable, then the applicable Reward may be forfeited.

Limit one (1) Reward per person in the entire Offer Period. All submissions become the exclusive property of Sponsor. Offer may not be published without Sponsor's prior written permission and may not be sold, traded, assigned or transferred. Misuse or fraud will void this offer. All submissions provided in the Offer must comply with these terms and conditions. By participating in the Offer, each participant unconditionally accepts and agrees to comply with and abide by these official terms and conditions and the decisions of Sponsor, which shall be final and binding in all respects.

4. **Privacy:** For information about how the Sponsor uses your personal information, please see its privacy policy, located at <https://www.kellanova.com/privacy-notice.html>. Each participant in the Offer hereby irrevocably grants to Sponsor, its designees, affiliates, successors and assigns ("**Promotion Entities**"), the non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display their Story and/or 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 Offer 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. By participating in the Offer, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any participant or reward recipient, each participant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, likeness, and biographical information in any and all media for any purpose, including without limitation, advertising and promotional purposes, without further compensation, notification, or permission in perpetuity, where permitted by law, and hereby releases the Promotion Entities from any liability with respect thereto.
5. **General Terms and Limitation of Liability:** Sponsor and its respective subsidiaries, affiliates, representatives and agents (including any third parties who assist in the administration of this Offer) and their respective directors, officers and employees of each (the "**Released Parties**") are not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled submissions, which will be disqualified, or for problems of any kind, whether mechanical, human or electronic. Released Parties shall not be responsible for incorrect or inaccurate

submission information whether caused by any of the equipment or programming associated with or utilized in the Offer or by any technical or human error which may occur in the processing of the submission of the Offer. Released Parties assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of submissions. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the registration process or the operation of the Offer; violates these Terms and Conditions; is suspected of cheating, fraud, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any participant who uses or is suspected of using cheating, fraudulent means, unauthorized registration methods, or otherwise attempts to participate multiple times, or with multiple identities, emails, and/or addresses will be disqualified. Any attempt by any person to undermine the legitimate operation of the Offer may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these terms and conditions shall not constitute a waiver of that or any other provision. If, for any reason, the Offer 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 Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Offer, then Sponsor reserves the right in its sole discretion to cancel, modify, suspend or terminate the Offer in whole or in part. In the event Sponsor experiences a technical failure during execution of the Offer that causes the Offer to be suspended, Sponsor shall cancel the Offer and provide Rewards to only those non-suspect Reward recipients received up to the time of the technical failure.

By participating in this Offer, participant agrees to release and hold harmless Released Parties from any and all liability from claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any Reward, participation in this Offer or any promotion-related activities. BY PARTICIPATING IN THE OFFER, PARTICIPANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE OFFER, OR ANY REWARD(S) AWARDED WILL BE LIMITED TO ACTUAL, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00)) AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME

JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Without limiting any other provision in these terms and conditions, the Released Parties are not responsible or liable to any participant (or any person claiming through such participant) for failure to supply the Reward or any part thereof in the event that any of the Offer activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

6. **Governing Law/Jurisdiction:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Terms and Conditions or the rights of obligations of participants or Sponsor in connection with the Offer 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 or conflict of law rules or provisions that would cause the application of any other state's law.
7. **Severability:** If any term of provision of these terms and conditions is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed and the remainder of these terms and conditions shall continue in full force and effect.

Sponsor: Kellanova, One Kellogg Square, South Tower, Battle Creek, MI 49016.

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