PRINGLES[™] SPIDER PROMOTION

TERMS AND CONDITIONS

HOW IT WORKS: Eligible participants may qualify for the *Pringles*^{$^{\text{M}}$ </sup> Spider Promotion (the "**Promotion**"; also the "**Offer**") by signing the Change.org petition (the "**Petition**") available at Change.org/PringlesSpider (the "**Website**") between 6/27/22 at 10:00:00 AM Eastern Time ("**EST**") through 10/31/22 at 7:59:59 AM (ET) (the "**Qualification Period**"). If the "Activation Requirement" (as described below) is satisfied, the first 1,500 eligible participants who signed the Petition and agreed to have their email address shared with Sponsor will receive an electronic coupon which may be redeemed for one (1) can of **Pringles**[®] with an approximate retail value of \$2.49 (each, a "**Gift**"). Gift must be redeemed within twelve (12) months from the issue date. The Offer is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

By participating in the Offer, eligible participants unconditionally accept and agree to comply with and abide by these Terms and Conditions and the decisions of Kellogg Company, One Kellogg Square, Battle Creek, MI 49016 ("**Sponsor**"), which shall be final and binding in all respects.

ELIGIBILITY: The Offer is open to legal U.S. residents residing in the fifty (50) United States and the District of Columbia, who are eighteen (18) years of age or older at the time of participation is this Offer.

ACTIVATION REQUIREMENT: In order for the Offer to be activated and the Gifts to be provided to eligible participants, at least one (1) of the following arachnid organizations including International Society of Arachnology, European Society of Arachnology, American Arachnological Society, AsFrA, Arachnologische Gesellschaft, British Arachnological Society, S.E.A., Arabel, Asian Society of Arachnology, Aracnofilia, or iNaturalist must recognize via a publicly facing organizational document including a press release, online article, social media post, public memo/letter, or website update recognizing the Araneus mitificus species (common names: Pale Orb Weaver or Kidney Garden Spider) as the "Pringles Spider" by 10/31/22.

GIFT AWARD & DELIVERY: In the event that the Activation Requirement is met and satisfactorily verified per these Terms and Conditions, each eligible participant will automatically receive a Gift in the form of one (1) electronic coupon which can be redeemed for one (1) can of *Pringles*[®] (ARV \$2.49), subject to verification and compliance with these Terms and Conditions. Please allow up to eight (8) weeks for receipt of the Gift. In the event the Activation Requirement is not met, then the Offer is void, and there will be no Gifts distributed in any manner to any eligible participant.

Sponsor reserves the right to require eligible participants to provide proof of eligibility and/or signature prior to receiving Gift. Participant is responsible for any applicable federal, state and local taxes associated with the receipt of the Gift. Limit one (1) Gift per household.

GENERAL: In the event an eligible participant receives a Gift and is later found to be in violation of these Terms and Conditions they will be required to reimburse Sponsor for the total amount of the Gift received. Participation constitutes permission for the Sponsor and its designees to use Gift recipient'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, unless prohibited by law.

Participants agree that Sponsor shall not be responsible or liable for, and is hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Offer. Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen Gifts or notifications. Sponsor reserves the right in its sole discretion to disgualify any individual who is found to be tampering with the operation of the Offer or to be acting in violation of these Terms and Conditions, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Offer, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. The invalidity or unenforceability of any provision of these Terms and Conditions 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 Terms and Conditions 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.

Employees of Kellogg Company, its parent company, their subsidiaries, affiliates, advertising, promotion and other agencies (collectively, the "**Promotion Entities**") 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. Promotion Entities 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 in the Offer. Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of submissions. By participating in this Offer, participant agrees to release and hold harmless Promotion Entities, their respective subsidiaries, affiliates, representatives and agents (including any third parties who assist in the administration of this promotion) and the respective directors, officers and employees, managers and shareholders of each

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. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend this Offer should it determine, in its sole discretion, that any virus, bug, non-authorized human intervention or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Offer. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the operation of the Offer. Offer is void where prohibited.

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.

PRIVACY: For information about how the Sponsor uses your personal information, please see its privacy policy, located at <u>http://www.kelloggcompany.com/privacy.aspx</u>.