

## SEARCH FOR AMERICA'S BIGGEST *HYDROX*® COOKIE FANS CONTEST

### OFFICIAL RULES

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

1. HOW TO ENTER: Beginning 6/30/08 at 12:00:00 PM (ET) through 7/14/08 at 11:59:59 AM (ET) ("Promotion Period"), you may enter via email by neatly typing your complete name, address, zip code, daytime and evening telephone numbers, date of birth, and email address in a word processing document. Include with your entry a typed essay of no more than three hundred and fifty (350) words describing "why you are America's biggest *Hydrox*® cookie fan" and one (1) digital color photo which demonstrates the same. For digital photo submission with email entries, simply attach your photo electronically to your email containing your entry document. Photos sent via email must be in jpeg format and no larger than 1 MB. Email your completed entry and photo to [Hydroxcookiesfan@epiinc.com](mailto:Hydroxcookiesfan@epiinc.com) to be entered into the Search for America's Biggest *Hydrox*® Cookie Fans Contest ("Contest"). Email entries must be received by 7/14/08 at 11:59:59 AM (ET). Alternatively, you may also enter by mail by neatly typing your complete name, address, zip code, daytime and evening telephone numbers, date of birth, and email address (optional) on an 8 ½" x 11" piece of paper. Include with your entry a typed essay of no more than three hundred and fifty (350) words describing "why you are America's biggest *Hydrox*® cookie fan" and one (1) color photo demonstrating the same. Mail-in photos must be 5"x 7". Please do not affix the photograph to any other part of your submission in any way other than with a paper clip. All essays must be typed in English using a 12-point font and double-spaced, regardless of method of entry. Mail-in entries must be sent in an envelope with sufficient postage affixed to: Search for America's Biggest *Hydrox*® Cookie Fans Contest, Attn: Entry, P.O. Box 185832, Battle Creek, MI 49018-5832. Mail-in entries must be postmarked by 7/14/08 and received by 7/21/08. Limit one (1) entry per person for the Promotion Period regardless of method of entry, and limit one (1) photo per entry.

The photo may not include any images of trademark protected and/or licensed properties without the expressed written authorization of its owner/license holder, which must be submitted with the entry and will be subject to verification by Kellogg North America Company ("Sponsor"). Also, the photo may not include images of other people, other than the entrant. All entries must be original works, never been previously published, must not infringe on any third party rights, and may not include content which is obscene, defamatory, or otherwise inappropriate for publication in general circulation. By entering the Contest, the entrant gives the Sponsor the right to use, edit, or publish the entry and/or photo without further compensation and winner assigns all rights, title and interest in the submission to the Sponsor, and, if required, will sign any documents necessary to transfer copyright. Submission of an entry further constitutes the entrant's consent to irrevocably assign and transfer to Sponsor any all rights, title and interest in the essay and/or photo, including, without limitation, all copyrights. Each winner may have to certify that his/her entry was original and no other person or entity holds rights to entry (essay and photo).

Entries with essays and/or photos that do not comply with the specifications stated herein, and entries without essays and/or photos will be automatically disqualified. 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. All essays and/or photos become the property of Sponsor and will not be returned. Sponsor is not responsible for any change of mailing address and/or phone number of entrants.

In the event of a dispute, any email entries will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry, provided that person meets all eligibility requirements set forth in these Official Rules. "Authorized Account Holder" means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entrants may not enter with multiple e-mail addresses. Any entrant who attempts to enter with multiple e-mail addresses or under multiple identities, will be disqualified from participation in the Contest and all entries from that individual will be considered void. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

2. **ELIGIBILITY:** Open to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older. Employees of Kellogg North America Company, its parent company, subsidiaries, affiliates, judging panel members, advertising and promotion agencies and immediate family members and/or those living in the same household of each are not eligible. Void where prohibited.
3. **JUDGING CRITERIA:** All essays and photos will be judged on or about 7/24/08 by a judging team comprised of Kellogg North America Company representatives and its agency partners, the official judges in this Contest whose decisions are final and binding. The judging team will judge all entries based on the following judging criteria: Clarity and relevance (20%); Persuasiveness (30%); Originality and creative explanation/demonstration of *Hydrox*® cookie fanaticism (30%); Overall impression (20%). The winners will be the entries with the First - Third highest overall scores. In the event of a tie, the entry with the highest score in the "Overall impression" category will be declared the winner. The winners will be notified by mail and/or phone at Sponsor's discretion.
4. **PRIZES/APPROXIMATE RETAIL VALUES (ARV).** Three (3) Grand Prizes – A six-month supply of *Hydrox*® cookies (1 package per week x 24 weeks – 2 cases). Prize also includes a 3-day/2-night trip for winner and one (1) guest to New York, NY to attend an exclusive *Hydrox*® cookie anniversary celebration party; and to attend the closing bell ceremony at the New York Stock Exchange (ARV \$3,250 ea. winner). Trip includes: round-trip coach air transportation for two (2) between the major commercial airport closest to the winner's residence and New York, NY; round trip ground transportation to/from airport - hotel and to/from hotel – anniversary celebration event; and \$450 for meals (winner only). Total ARV of all prizes \$9,750.

In the event the anniversary celebration and/or closing bell ringing ceremony is cancelled, delayed or postponed for any reason outside the control of the of the Sponsor, Sponsor will have no further obligation, other than to award the remainder of the prize. No transfer or substitution of trip elements will be permitted. Winner and his/her travel companion must depart/return from the same major airport and travel on same itinerary. Trip does not include meals (other than those noted herein), tips, gratuities, service charges, laundry service, 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. Winners must take the trip on 8/20/08 – 8/22/08 or prize will be forfeited in its entirety. 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. **Grand Prize winners will receive a 1099 tax form for the approximate retail value of their prize.**

5. GENERAL: Potential Grand Prize winners will be required to sign and return a notarized Affidavit of Eligibility/Liability Release and, where permitted by law, within seven (7) days after first notification attempt. Guest of each Grand Prize winner (if a minor, their parent or legal guardian) must sign and return a Liability/Publicity Release prior to awarding of prize. If prize notification or prize is returned as non-deliverable, prize may be forfeited and an alternate winner may be selected as provided in these Official Rules provided there is sufficient time remaining prior to the prize trip to award the prize. 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 or any part thereof is unavailable. Subject to all federal, state and local laws/regulations. Neither Sponsor, its subsidiaries, affiliates, advertising, promotion agencies nor their employees will have any 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 Contest or any prize-related activities. Acceptance of a prize shall be construed as and signify the winner's agreement and consent that Sponsor may use the winner's name, voice, likeness and/or prize information, without limitation, for promotional purposes without further consideration, review, approval or payment, where allowed by law. By participating in this Contest, entrants agree to be bound by the Official Rules and the decisions of the judges, which are final and binding in all respects. By entering, winner hereby assigns all rights, title and interest in the submission to the Sponsor and, if required, will sign any documents necessary to transfer copyright. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prizes.
6. INTERNET: Sponsor is not responsible for lost or late 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. If for any reason the program 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 Contest, the Sponsor reserves the right at its sole discretion, to cancel, terminate, modify or suspend the Contest and select the winner using the judging criteria as stated herein from among all eligible entries received up to the point of the Sponsor's action. Caution: Any attempt by an individual to deliberately damage any website or undermine the legitimate operation of the Contest 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 individual to the fullest extent of the law.

7. CONFIDENTIALITY: For information about how the Sponsor uses your personal information, please see their respective privacy policy, located at <http://www.kelloggcompany.com/privacy.aspx>.
8. For names of winners, send a self-addressed, stamped envelope by 10/20/08 to: Search for America's Biggest *Hydrox*® Cookie Fans Contest – Winners' List, P.O. Box 185832, Battle Creek, MI 49018-5832. Winner's list to be available after 8/20/08.
9. SPONSOR: Kellogg North America Company, One Kellogg Square, Battle Creek, MI 49016.

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