

MORNINGSTAR FARMS™ RECIPE CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY

1. **CONTEST DESCRIPTION:** The *MorningStar Farms™ Recipe Contest* (the “**Contest**”) begins on 3/1/19 at 12:00:00 AM Eastern Time (“**ET**”) and ends on 5/31/19 at 11:59:59 PM (ET) (the “**Contest Period**”). The Contest consists of a Submission Phase (“**Submission Phase**”) that begins on 3/1/19 at 12:00:00 AM (ET) and ends on 4/30/19 at 11:59:59 PM (ET) to receive entries; and a Judging Phase that begins on 5/1/19 and ends on 5/31/19 to determine the five (5) Grand Prize winners (“**Judging Phase**”).

The Contest provides eligible Foodservice Operators who are NACUFS members with the opportunity to create an original recipe during the Submission Period, including a required photo of the finished recipe (collectively, the “**Recipe**”), using one (1) or more of the following *MorningStar Farms®* products - *MorningStar Farms® Sausage Style Crumbles* (28989-10230); *MorningStar Farms® Chipotle Black Bean Burger* (28989-31651); *MorningStar Farms® Spicy Black Bean Burger* (28989-97765); *MorningStar Farms® Signature Protein Blend™ Vegan Spicy Red Bean* (28989-10260); *MorningStar Farms® Veggie Breakfast Sausage Patties* (28989-97152); or *MorningStar Farms® Signature Protein Blend™ Tomato Basil Mozzarella* (28989-10262) (“**Participating Products**”) in the recipe along with any combination of other food items, and to submit the Recipe for consideration, as more fully set forth below. Judging of entries will occur during the Judging Phase by designated members of the Kellogg Specialty Channels management team (the “**Judging Panel**”). At the conclusion of the Judging Phase, the Judging Panel will select the five (5) Grand Prize winners, subject to verification.

By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Kellogg Company (“**Sponsor**”), which shall be final and binding in all respects.

2. **ELIGIBILITY:** Open to legal residents of the fifty (50) United States and District of Columbia who are 18 years of age or older at time of entry, are a Foodservice Operator and are a member of the National Association of College & University Food Services in good standing at the time of entry and at the time of awarding any prize. Employees of Kellogg Company, its parent company, affiliates, subsidiaries, advertising and promotion agencies (collectively, “**Contest Entities**”) and their immediate family members and/or those living in the same household of each are not eligible to participate. Void where prohibited. All federal, state, and local laws and regulations apply.

3. **HOW IT WORKS:** Create your Recipe (Recipe including photo of prepared dish), complete the official entry form (note: official entry form template found www.kelloggsspecialtychannels.com) and then upload it at <https://www.reply4info.com/kelloggs/MSF>.

Limit one (1) entry per person for the Contest Period. Recipes must include a minimum of one (1) of the Participating Products. Recipes must include U.S. measurements and complete directions, with all required ingredients, preparation, timing, and other relevant information. Recipes may include products other than the Participating Products, but products used in the Recipe outside the **Kellogg's®** family of products should be mentioned generically, without reference to any brand, copyright or trademark. Recipes must not include alcohol as an ingredient, and should not reference links to other websites for ingredients and/or preparation instructions. Recipes submitted in this Contest must not already appear on any **Kellogg's®** website or otherwise have been previously published in any media including cookbooks, magazines, websites, blogs or other print or electronic publications prior to time of entry; and cannot have been entered into any other promotion, sweepstakes or contest. Photos of the prepared recipe should be no larger than three (3) MB. Entrants must have sole ownership rights of the Recipe – including the photo. Photos must not include any persons and should only display the prepared recipe. Entrants cannot use any stock photo of any kind for submission with their entry. By submitting an entry, entrant warrants and represents that he/she consents to the use of the entry in the Contest, and to its posting on the internet in connection with the Contest.

Each entry must meet the following “**Entry Requirements**” (any entry that, in Sponsor’s sole and absolute discretion, violates the following criteria will be disqualified):

- Entrant must be the rightful owner of the Recipe (including photo);
- Recipe and photo must NOT contain any material that infringes or violates any right of a third party including copyright, patent, trademark, trade secret or other proprietary rights, other than those belonging to Sponsor;
- Recipe and photo must NOT contain subject matter which is, or could be considered, in the sole discretion of the Contest Entities, obscene, pornographic, violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), defamatory, libelous, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., illegal gambling, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, hateful, degrading, harassing, or otherwise unlawful, tortious or objectionable;
- Recipe and photo must NOT contain any content that is protected by copyright (without the express prior written consent of the owner of such right), including any images that are not entirely original to and owned by the entrant or include any recognizable locations; and

- Recipe and photo must NOT contain any derogatory references to any of the Contest Entities.

Note: Sponsor reserves the right, in its sole discretion, to disqualify any entry in the Contest if Sponsor views the photo as potentially infringing or otherwise a violation or potential violation of a third party's rights or if it deems the recipe and/or photo to be lacking in taste, quality, or to be otherwise objectionable.

By entering the Contest, each entrant acknowledges and agrees that: (a) Sponsor is granting entrants a limited, non-exclusive license to use Sponsor's name, product, trademarks and logos (collectively, "**Sponsor IP**") in connection with, and solely as a part of, the Contest, (b) entrants shall have no right, title or interest in the Sponsor IP, and (c) any use of the Sponsor IP other than as permitted by these Official Rules may constitute copyright infringement.

Proof of submission is not considered proof of delivery to or receipt of such entry. Furthermore, Sponsor shall have no liability for any entry that is lost, intercepted or not received by the Sponsor.

4. **CONTEST JUDGING AND WINNER DETERMINATION:** During the Judging Period, the Judging Panel will judge all eligible entries based on the following judging criteria: Creativity (25%); Taste (25%); Ease of Preparation (25%); and Appearance (25%). The decision of the Judging Panel are final and binding in all respects relating to the determination of the Grand Prize winners. The three (3) Recipes with the highest scores from the Judging Panel will be determined to be the Grand Prize winners – subject to verification. The potential Grand Prize winners will be notified by email and/or phone on or about 6/15/19 and will be required to respond (as directed) to the notification attempt within seventy-two (72) hours of first attempted notification. The failure to respond timely to the notification may result in forfeiture of the prize. In such case, Sponsor may select an alternate winner according to the aforementioned judging criteria. The potential Grand Prize winners will be required to execute and return an Affidavit of Eligibility, a Liability Release and, unless prohibited by law, a Publicity Release and other related documents required by the Sponsor (the "**Winner's Documents**"), within ten (10) days of first notification. Potential Grand Prize winners will not be eligible to be declared an official winner until all properly completed Winner's Documents are received. Sponsor reserves the right to select fewer than five (5) Grand Prize winners if there are fewer than three (3) eligible entries or for any other reason in accordance with these Official Rules. In the event of a tie between any entries, the tied entry with the highest score in the "Creativity" judging criteria will be the declared the Grand Prize winner from among the tied entries.
5. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** Each entrant represents and warrants as follows: (i) the Recipe is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Recipe is wholly original with the entrant; and (iii) the Recipe does not and will not violate any

applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Contest Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

6. **GRANT OF RIGHTS:** Each entrant into the Contest hereby irrevocably grants to Sponsor, its designees, affiliates, successors and assigns, the non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display the Recipe 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 Contest and other promotions. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Recipe 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.
7. **PUBLICITY RELEASE:** By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in or winner of the Contest, each entrant irrevocably grants the Contest 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 and hereby releases the Contest Entities from any liability with respect thereto.

8. **PRIZES/APPROXIMATE RETAIL VALUES (ARV):**

Five (5) Grand Prizes are available. Each Grand Prize consists of \$5,000 (to be awarded in the form of a check to the winner – to be used towards holding a **MorningStar Farms®** campus event) and a \$1,000 donation by the Sponsor to a charity of the winner's choice. Charity of winner's choice must have 501c(3) tax-exempt designation and proof of tax-exempt status may be requested – at Sponsor's sole discretion. Unclaimed prizes will not be awarded. All applicable federal, state, and local taxes on prize are the sole responsibility of the prize winner. Limit one (1) prize per person/Foodservice Account.

9. **GENERAL LIABILITY RELEASE:** By participating in the Contest, each entrant agrees that the Contest Entities (i) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Contest or in any Contest related activity, or from entrant's acceptance, receipt, possession and/or use or misuse of any prize, and (ii) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. The Contest

Entities assume no responsibility for any damage to an entrant's or any other person's computer system which is occasioned by participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, web sites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of the prize or in any prize notification documents, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. If, for any reason, the Contest is not capable of running as planned, including, due to 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 this Contest, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, suspend or extend the Contest and, in the event of any termination or cancellation, select winners from among all eligible, non-suspect entries received prior to the termination or cancellation. Any attempt by an entrant or any other individual to deliberately undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person in connection with the Contest, is in violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to disqualify the applicable individual and seek damages and other remedies from any such person to the fullest extent permitted by law. If any provisions of these Official Rules are determined to be invalid or unenforceable, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

10. **NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any entry, or to otherwise exploit any entry or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the any entry for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.
11. **FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments or certificates of engagement for the entry or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request therefor.
12. **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.

13. **PRIVACY:** For information about how the Sponsor uses your personal information, please see its privacy policy, located at https://www.kelloggcompany.com/en_US/privacy-policy.html.

14. **WINNERS LIST:** For names of winners, send a self-addressed, stamped envelope by 8/31/19 to: **MorningStar Farms™ Recipe Contest**, Attn: Winner's List, P.O. Box 7999, Kalamazoo, MI 49003-7999. Winner's list to be available after 6/30/19.

15. **SPONSOR:** Kellogg Company, One Kellogg Square, Battle Creek, MI 49016.

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