

MORNINGSTAR FARMS™ PRIVATE COOKING PARTY SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY. YOU HAVE NOT YET WON. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST HAVE INTERNET ACCESS IN ORDER TO ENTER.

1. PROMOTION DESCRIPTION. **Morningstar Farms™ Private Cooking Party Sweepstakes** ("Sweepstakes") is an online sweepstakes that begins at 12:00:00 PM (ET) on 10/19/09 and ends at 11:59:59 PM (ET) on 12/7/09 ("Promotion Period").
2. HOW TO ENTER: During the Promotion Period, registered *Morningstar Farms Insider™* members may go to www.morningstarfarms.com/ptc_sweeps.aspx ("Website"), select "Enter Now", enter their username and password, and follow the prompts to complete the online registration form to enter the Sweepstakes. To become a registered *Morningstar Farms Insider™* member, go to www.morningstarfarms.com/insider.aspx, select "Join Now", and complete the New User Registration process. Upon completion, follow the process noted above for registered *Morningstar Farms Insider™* members to enter the Sweepstakes. Registration is free. All entries become the sole property of the Kellogg Company ("Sponsor") and will not be returned. Sponsor 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. Only fully completed entries are eligible. By entering the Sweepstakes, entrants agree to be bound by these official rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes. Limit one (1) Sweepstakes entry per household during the Promotion Period. Sponsor not responsible for any change of mailing address, email address, and/or telephone number of entrants. In the event of a dispute, any 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 or domain associated with the submitted account(s). Entrants may not participate with multiple e-mail addresses, nor may entrants use any device or artifice to enter as multiple entrants during the Promotion Period. Any entrant who attempts to enter with multiple e-mail addresses or under multiple identities during the Promotion Period; or uses any other device or artifice to enter multiple times will be disqualified from participation in the Sweepstakes and all entries submitted by that entrant will be void.
3. ELIGIBILITY: Open to legal residents of the fifty (50) United States and District of Columbia who are 21 years of age or older at the time of entry and are registered members of *Morningstar Farms Insider™*. Employees of Kellogg Company, its

parent company, affiliates, subsidiaries, partners, advertising and promotion agencies 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. Void where prohibited.

4. RANDOM DRAWING: One (1) winner will be selected in a random drawing on or about 12/14/09 from among all eligible entries received by Sponsor or its designee, the judges in this Sweepstakes, whose decisions are final and binding. Winner will be notified by phone, mail and/or email at Sponsor's discretion.
5. PRIZE/APPROXIMATE RETAIL VALUE (ARV)/ODDS: One (1) Grand Prize – A two-hour "Parties that Cook" Sumptuous Small Plates Private Dinner Party and Cooking Class at winner's home for winner and up to nine (9) guests (ARV up to \$5,038.00 – dependent upon venue of cooking party). Dinner party event includes: complete menu and event planning; shopping services and menu ingredients; instruction and guidance by professionally-trained chef; delivery of all cooking equipment for use during cooking (i.e. chef knives, cookware, cook's tools, measuring cups & spoons, etc.); arrangement of cooking stations to accommodate the event; dish cleaning, washing and kitchen cleaning; commemorative electronic copies of the recipes and digital photos of the event (provided via email) for event participants; and aprons and hand-towels for all participants during the event. Dinner party prize includes an additional hour after the party for clean-up. Home or venue of dinner party must include a working sink, two (2) working burners, and nine (9) feet of counter or table space. In the event that the winner's home is not able to accommodate the dinner party event, a venue selected by the Sponsor or its designee which is close to the winner's residence will be rented for the event. In the event that Sponsor determines that the Dinner Party prize event is unable to be conducted for any reason outside the control of the Sponsor, in its sole discretion the Sponsor will award the prize in the form of a cash equivalent. In the event, at Sponsor's sole discretion, that a cash equivalent is awarded, Sponsor will have no further obligation. Sponsor is not responsible for items served that are not part of the "Parties that Cook" menu or the prize. **DINNER PARTY EVENT MUST BE COMPLETED BY 6/30/10 or prize will be forfeited in its entirety.** Transportation to/from dinner party is the sole responsibility of the winner and guests. Odds of winning depend on total number of eligible entries received. Unclaimed prize will not be awarded. All applicable federal, state, and local taxes on prize are the sole responsibility of the prize winner. **Grand Prize winner will receive a 1099 tax form for the approximate retail value of the prize.**
6. GENERAL: Potential Grand Prize winner 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. Guests of Grand Prize winner must be 21 years of age or older and 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. No correspondence will be acknowledged. No cash equivalents,

substitutions or transfer of prize permitted except that Sponsor reserve the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable. 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 Sweepstakes 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 promotion, entrants agree to be bound by the Official Rules and the decisions of the judges, 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.

7. INTERNET: Sponsor 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 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 game, the Sponsor reserves the right at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and to award the prize from among all eligible entries received prior to action taken by Sponsor. 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 reserve the right to seek damages from any such person to the fullest extent of the law.
8. CONFIDENTIALITY: For information about how the Sponsor uses your personal information, please see its privacy policy, located at <http://www.kelloggcompany.com/privacy.aspx>.
9. For name of Grand Prize winner, send a self-addressed, stamped envelope by 3/15/10 to: **Morningstar Farms™ Private Cooking Party Sweepstakes**, Attn: Winner's List, P.O. Box 7052, Kalamazoo, MI 49003-7052. Winner's list to be available after 1/15/10.
10. SPONSOR: Kellogg Company, One Kellogg Square, Battle Creek, MI 49016.