

2018 CHEEZ-IT BOWL INSTAGRAM GIVEAWAY

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.
A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.
PROMOTION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL
LAWS AND REGULATIONS. VOID WHERE PROHIBITED.**

Promotion begins on December 21, 2018 at 06:00 p.m. local Arizona time and ends on December 24, 2018 at 12:00 p.m. local Arizona time (the "Promotion Period"). Sponsor's computer is the official time keeping device for this Promotion.

1. **ELIGIBILITY:** The 2018 Cheez-It Bowl Instagram Giveaway Promotion (the "Promotion") is open to legal U.S. residents currently residing in the 50 United States and the District of Columbia (excluding Rhode Island) who are at least eighteen (18) years old, nineteen (19) in Alabama and Nebraska, or twenty-one (21) in Mississippi, as of the date of Promotion entry. Entry constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Promotion and which Sponsor may decide in sole discretion. **OFFICIAL RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE.** Winning a prize is contingent upon fulfilling all requirements set forth herein. In the event of any conflict or inconsistency with any other advertising, promotional or other materials, these Official Rules shall govern. Sponsor reserves the right to verify the eligibility of winner.

2. **SPONSOR:** Valley of the Sun Bowl Foundation (Sponsor), 7135 East Camelback Road, Suite 190, Scottsdale, Arizona 85251.

3. **HOW TO ENTER:** There are two (2) ways to enter the Promotion.

A. **SOCIAL MEDIA ENTRY:** Follow @CheezItBowl on Instagram, tagging another user on the Cheez-It Bowl's Instagram Giveaway post, and "liking" the Cheez-It Bowl's Instagram Giveaway post. Entrant must: (i) have a public Instagram profile.

Inappropriate comments, photos, messaging, etc. will result in immediate disqualification at the discretion of Sponsor.

B. **MAIL-IN ENTRY:** mail a 3X5 card to Valley of the Sun Bowl Foundation/c/o Cheez-It Bowl Instagram Promotion at 7135 East Camelback Road, Suite 190, Scottsdale, Arizona 85251.

For purposes of this Promotion, each social post or mail-in entry that you send pursuant to the above directions constitutes one (1) entry. Limit: one (1) entry per person. No automated entry devices, bots and/or other programs and/or software are permitted for entry.

Entries must be submitted by the entrant. Sponsor is 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. Sponsor shall not be responsible for incorrect or inaccurate entry information

whether caused by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. Sponsor assumes no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Only fully completed entries are eligible.

In the event of a dispute over who submitted a winning entry, the authorized account holder of the social media account associated with the online entry at the actual time of entry, as applicable will be deemed to be the Entrant. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the Prize. Multiple entrants are not permitted to share the same social media account.

All entries become the property of Sponsor and will not be acknowledged or returned. Any attempt to obtain entries in excess of the limit on entries as set forth in these Official Rules, including by using creating multiple social media accounts, identities, forms, registrations, or by any other methods, will void all of the relevant entrant's entries, and that entrant may be disqualified at Sponsor's discretion. All entries submitted in accordance with these Official Rules shall be hereinafter referred to as "Eligible Entries."

4. SELECTION OF WINNER: Sponsor will select two (2) potential prize winners in a random drawing from among all Eligible Entries received during the Promotion Period.

The odds of winning are based on the number of Eligible Entries received during the Promotion Period. Potential winners will be contacted via Instagram comment within 24 hours of the close of the Promotion Period.

If potential winner entered by mail, winner will be notified via direct message, email, or phone call using the information associated with the entry.

Potential winner will have twenty-four (24) hours to respond before their prize is forfeited and an alternate Winner is selected. Potential winner may also be provided with and asked to sign and return an Affidavit Waiver and Release of Liability ("Affidavit") and/or additional documentation, as the Promotion Entities may require. If a potential winner refuses or fails to sign and return any documentation that Sponsor may require within any time period that Sponsor may specify, or in the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. Time permitting, only two (2) alternate drawings will be held, after which any remaining prizes will remain un-awarded.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. **PRIZES:** There will be two (2) Prizes. Each Prize consists of four (4) tickets to the Cheez-It Bowl game on December 26, 2018 and one (1) autographed helmet. Exact seat locations are subject to availability and at Sponsor's sole discretion.

Approximate Retail Value ("ARV") of each Prize is US\$850.00.

PRIZE RESTRICTIONS: Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of winner. Sponsor, in its sole and absolute discretion, reserves the right to substitute the Prize (or any part thereof) with a prize of comparable or greater value. Prize has no cash value. Sponsor is not responsible and will not replace lost or stolen Prize or components of Prize. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Promotion. If, by reason of a technical, print or other error, more prizes are claimed than the number set forth in these Official Rules, prize winner(s) will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

6. **GENERAL CONDITIONS:** Entry constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Promotion. Sponsor, and its agencies are not responsible for late, incomplete, or misdirected entries; lost, interrupted, or unavailable network, server, or other connections, telephone transmission problems, or garbled transmissions or miscommunications; computer or software malfunctions, or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

7. **DISQUALIFICATION:** Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the exclusive right to disqualify any individual from the Promotion that it finds, in its sole discretion, to be tampering with the submission process, or the operation of the Promotion, to be acting, or be, in violation of the Official Rules; or to be acting in an unreasonable, non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of this Promotion. Any use of robotic, automatic, macro, programmed, copied, or like submission methods, shall void all such Submissions by any such methods, and shall disqualify any Entrant using such methods from the current Promotion and any future promotions. **CAUTION:** Any attempt by an Entrant or any other individual to deliberately damage or undermine the legitimate operation of the Promotion may be a violation of state and/or federal criminal and civil laws and, should such an attempt be made, Sponsor reserves the right to cooperate in the prosecution of any such individual(s) and to pursue all remedies to the fullest extent permitted by law.

Further, Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor. If, for any reason, the Promotion cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Promotion and modify the Promotion to address the impairment, then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

8. RELEASE AND LIMITATIONS ON LIABILITY: LIMITATION OF LIABILITY AND RELEASES: BY ENTERING IN THIS PROMOTION, ENTRANT AGREES THAT ARIZONA SPORTS FOUNDATION, VALLEY OF THE SUN BOWL FOUNDATION, FIESTA EVENTS, INC., ARIZONA COLLEGE FOOTBALL CHAMPIONSHIP FOUNDATION, KELLOGG COMPANY AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, SPONSORS, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS PROMOTION OR IN ANY PROMOTION-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

EXCEPT WHERE PROHIBITED BY LAW, ENTRY IN THE PROMOTION CONSTITUTES ENTRANT'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE ENTRANT'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT

ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. DISPUTES. This Promotion is governed by the laws of the United States. Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Arizona or the appropriate State Court located in Maricopa County, Arizona; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion not to exceed fifty US Dollars (US\$50.00), but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Arizona, without giving effect to any choice of law or conflict of law rules (whether of the State or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona.

10. MISCELLANEOUS: By entering this Promotion, Entrant agrees and acknowledges that it may be contacted in the future by Sponsor and/or its respective parents, subsidiaries, affiliates, directors, owners, members, governors, officers, sponsors, employees and agents for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest.

11. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.

12. Valley of the Sun Bowl Foundation. Kellogg Company® and Cheez-It Bowl® are trademarks of Sponsor and/or Sponsor affiliates. All rights reserved.