

**“Special K Fuel Your Resolution” Challenge”**  
**Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**ELIGIBILITY:** THE FUEL YOUR RESOLUTION CHALLENGE (THE “SWEEPSTAKES”) IS OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE AT THE TIME OF ENTRY, WHO ARE PHYSICALLY LOCATED AND RESIDE IN THE UNITED STATES OR DISTRICT OF COLUMBIA AND WHO ARE REGISTERED MEMBERS OF THE MYFITNESSPAL WEBSITE ([WWW.MYFITNESSPAL.COM](http://WWW.MYFITNESSPAL.COM)). EMPLOYEES OF MYFITNESSPAL, KELLOGG COMPANY, ADMINISTRATOR, PROMOTIONAL PARTICIPANT (AS THOSE ARE DEFINED BELOW), AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES AND SUBSIDIARIES, AFFILIATED ENTITIES AND ANY ADVERTISING OR PROMOTION AGENCIES INVOLVED IN ANY WAY WITH THIS SWEEPSTAKES (AND MEMBERS OF THEIR IMMEDIATE FAMILY AND/OR THOSE LIVING IN THE SAME OF HOUSEHOLD OF EACH SUCH EMPLOYEE) ARE NOT ELIGIBLE. ADDITIONALLY, INDIVIDUALS WHO ARE UNDER ENDORSEMENT AGREEMENTS, SPONSORSHIP AGREEMENTS, OR OTHER SIMILAR RELATIONSHIPS WITH SPONSORS AS DETERMINED BY SPONSORS IN SPONSORS’ SOLE DISCRETION, ARE NOT ELIGIBLE. SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE FULLY AND UNCONDITIONALLY TO THESE TERMS AND CONDITIONS AND SPONSORS’ DECISIONS, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. WINNING A PRIZE IS CONTINGENT ON FULFILLING ALL REQUIREMENTS SET FORTH HEREIN. VOID OUTSIDE THE ZIP CODES IDENTIFIED AT THE END OF THE RULES. ALSO VOID IN PUERTO RICO, GUAM, OTHER US TERRITORIES, AND WHERE OTHERWISE PROHIBITED BY LAW.

**Sweepstakes Period:** The Sweepstakes begins January 3, 2018 at 12:00:01 a.m. CST and ends January 31, 2018 at 11:59:59 p.m. CST (“Sweepstakes Period”).

**How to Enter:** There are two (2) ways to enter.

- a. **Mobile App:** To enter, you must do the following: (1) Download the MyFitnessPal app (available via the App Store or Google Play) and create a free or premium MyFitnessPal account (2) log into your account through the MyFitnessPal mobile app; and sign up for the Fuel Your Resolution Challenge (3) use the MyFitnessPal app to log 15 workouts, 10 breakfasts and 1 Special K product during the Sweepstakes Period. You may also log workouts and meals online during the sweepstakes period by navigating the internet to <http://www.myfitnesspal.com/> and follow the instructions to sign into your MyFitnessPal account and log your workouts. Workouts must be a minimum of 20 minutes and maximum 4 hours, 2 workouts per day. Breakfasts and Special K product descriptions are included within MyFitnessPal.
- b. **Mail:** To enter by postal mail without logging any workouts, neatly hand-print on a piece of paper your name, complete address (with ZIP code), date of birth, email address (if available) and daytime telephone number (with area code). Then, mail your completed entry in a stamped first-class hand-addressed envelope to: Fuel Your Resolution Challenge, P.O. Box 1916, New York, NY 10156. Incomplete, illegible, damaged, incorrectly addressed, late, lost, misdirected and postage-due entries will not be accepted, acknowledged or returned. NOTE: to qualify, a postal entry must be postmarked by January 31, 2018 and received by February 7, 2018. Limit one (1) entry per mailing envelope.

**Winner Selection:**

- a. **Grand Prize Drawing:**  
Grand Prize Winners (250) will be selected in a random drawing on or about February 9, 2018 from among all eligible entries (who have logged 15 workouts) received throughout the Sweepstakes Period, regardless of method of entry.

Odds of winning depend on the number of eligible entries received.

**General Drawing Information:**

The A Team LLC ("Administrator"), whose decision shall be final and binding, will conduct all drawings. Potential Prize Winners will be notified within five (5) days of the relevant random drawings via e-mail or telephone using contact information submitted at the time of entry and will have five (5) days to respond via the e-mail address provided at time the individual entered the Sweepstakes or created his or her MyFitnessPal Account with all requested information to confirm eligibility and other details necessary to deliver a prize. Any prize notification or prize returned as undeliverable may be awarded to an alternate. Prize will be shipped to the address provided to Administrator during prize notification and acceptance. Allow approximately 6-8 weeks for delivery. Sponsor is not responsible if prize is stolen, lost or used without permission.

**Prizes:**

**One (1) Grand Prize:** Two Hundred Fifty (250) eligible entrants will be randomly selected to win one (1) Special K Pack (ARV: \$100 ea.). Total ARV of all prizes: \$25,000

Prize winners are solely responsible for all applicable federal, state, and local taxes on prizes. No transferring of prize, prize substitution, or cash equivalent of prize permitted by winner. Sponsor reserves the right to substitute the prize with a prize of equal or greater value in the event an advertised prize becomes unavailable. Any difference between the actual value of any prize and the approximate retail value set forth in these official rules may not be claimed and will not be awarded. Odds of winning in any drawing depend on the number of eligible entries received.

**ADDITIONAL ENTRY REQUIREMENTS AND RESTRICTIONS:** Entries using macro, robotic, script, or other forms of automatic entry will be disqualified. Entries will not be returned. Proof of submission does not constitute proof of receipt. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the email address associated with the MyFitnessPal Account employed for online entry. The "authorized account holder" is defined as the natural person to whom the email address is assigned by an Internet service provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be asked to provide the Sponsors and/or Administrator with proof that the potential winner is the authorized account holder of the email address associated with the winning entry. If a dispute cannot be resolved, the entry will be deemed ineligible and an alternate winner may be selected. No responsibility is assumed for entries and winner notification responses that are lost, delayed, lost, misdirected, misdelivered, marked postage-due, illegible, mutilated, incorrect, or incomplete, and such entries will not be eligible for this Sweepstakes.

**CONDITIONS OF PARTICIPATION:** Each entrant must provide a valid e-mail address, and it is entrant's responsibility to update Sponsors of any change in e-mail address by contacting MyFitnessPal at support@MyFitnessPal.com. No transfer, assignment, or substitution of a prize permitted. Entrants agree to be bound by the terms of these Official Rules. Decisions of Administrator and/or Sponsors are final and binding on all matters pertaining to this Sweepstakes. By participating in the Sweepstakes, each entrant agrees to release, discharge, indemnify, and hold harmless Sponsor, and their respective affiliated entities, and those involved in the development, production, implementation, and distribution of this Sweepstakes, including each of their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and each of their respective directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or the Sweepstakes (collectively, "Released Parties"), from any and all liability for any and all claims, causes of action, damages, losses or injuries of any kind whatsoever, including without limitation, death, and bodily injury, damages, losses or injuries, or any injury, loss or damages of any kind to persons, including death, or property, arising from or relating to, in whole or in part, directly, or indirectly, from participation in this Sweepstakes, including without limitation, entry into same, the awarding, delivery, acceptance, use, misuse, possession, loss, or misdirection of any prize, and participation in any Sweepstakes-related or prize-related activity. Possible claims or causes of action include, but are not limited to, infringement of any right of publicity or intellectual property; defamation or portrayal in a false light (intentional and unintentional); and damage to or loss of property.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS SWEEPSTAKES. Winner may be required to sign and return an Affidavit of Eligibility, a Liability Release, and, where legally permissible, a Publicity Release within five (5) days following the date of first attempted notification. In addition, any potential winner of a prize valued at \$600 or more may be required to provide his/her social security number to the Sponsors and an IRS Form 1099 may be issued in the potential winner's name. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate Winner. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate Winner. By participating in the Sweepstakes and/or accepting a prize, each entrant consents to and gives the Sponsors the right to interview, photograph/video entrant, and in perpetuity to freely and exclusively use, publish, and display entrant's name, address, entry form, picture, portrait, likeness, voice, video, statements, quotes, biographical information, and prize information (in whole or in part, as may be adapted, edited, or modified, as solely determined by Sponsors) for advertising, trade, publicity, and promotional purposes in any media now known or hereafter discovered, worldwide, and on the World Wide Web, without review, notification, or approval, all without additional consideration, unless prohibited by law. No responsibility is assumed for any printing, typographical, mechanical or other error in these Official Rules, any online or other advertisements for the Sweepstakes, the announcement of any prize, or otherwise in any materials. Prizes have no cash surrender value, except where required by law. Released Parties have made no warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize. This includes, without limitation, a warranty, representation or guarantee related to any prize's quality or fitness for a particular purpose. (Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties. Check local laws for restrictions regarding these limitations or exclusions.)

**INTERNET ORIENTED CONDITIONS:** No responsibility is assumed for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, communication line failure, theft, or destruction or unauthorized access to or alterations of entry materials, or for technical, network, server, provider, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind including any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials with respect to the Sweepstakes, or inaccurate transmissions of or failure to receive entry information on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, human error, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsors reserve the right at their sole discretion to cancel, terminate, modify, or suspend the Sweepstakes and to select all winners from among the eligible entries received that are unaffected by the problem. Sponsors further reserve the right to disqualify any individual who tampers with the entry process, violates these Official Rules or undermines the integrity of the Sweepstakes. The Sponsors may prohibit an entrant from participating in the Sweepstakes if it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to abuse, threaten, or harass other entrants.

**Caution: Any attempt by an entrant 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, Sponsors reserve the right to seek damages from any such entrant to the fullest extent of the law.**

**DISPUTES:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or in connection with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred with entering into the Sweepstakes; and (3) no punitive, incidental, indirect, special, consequential or other damages, including without limitation lost profits or attorneys' fees, may be awarded, whether foreseeable or not and whether based on negligence or otherwise (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

**Governing Law:** This Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Maryland, regardless of conflicts of law principles. Any action or litigation concerning this Sweepstakes shall take place exclusively in the federal or state courts sitting in Baltimore County, Maryland, and each entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each entrant agrees to service of process by mail or other method acceptable under the laws of the State of Maryland.

**PRIVACY:** By entering the Sweepstakes, each entrant agrees to the Sponsor's use of their personal information as described in the Sponsor's Privacy Policies located at [http://www.myfitnesspal.com/account/terms\\_and\\_privacy?with\\_layout=true](http://www.myfitnesspal.com/account/terms_and_privacy?with_layout=true) which is incorporated by reference herein and made a part of these Official Rules, except in those limited cases where these Official Rules expressly expand, modify, or contradict the Privacy Policies. In those circumstances, these Official Rules will govern the privacy relationship between Sponsors and the entrants. If during the registration process of the Sweepstakes, entrants have elected to receive (opt-in) email communications from Sponsors' regarding future promotions or other offers, entrants may choose to opt-out and unsubscribe from such email communications at any time by accessing the link in the footer of the emails. If you are selected as a winner, your information may also be included in a publicly-available winner list.

**MYFITNESSPAL'S TERMS AND CONDITIONS OF USE:** The MyFitnessPal Terms and Conditions of use located at [http://www.myfitnesspal.com/account/terms\\_and\\_privacy?with\\_layout=true](http://www.myfitnesspal.com/account/terms_and_privacy?with_layout=true) are incorporated by reference herein and made a part of these Official Rules.

**Winners List:** For the names of the Winners, send a stamped, self-addressed envelope by April 20, 2018 to: Fuel Your Resolution Challenge Winners, PO Box, 1916, New York, NY 10156.

**Sponsor:** UA Connected Fitness, Inc., 525 Brannan St. San Francisco, CA 94107

**Administrator:** The A Team LLC, 1441 Broadway, New York, NY 10018.

Apple, Inc. is in no way a participant in, sponsor of, or associated with this Challenge nor are any of the prizes being issued for this challenge Apple products or affiliated with Apple, Inc.