

THE KELLOGG XBOX PROGRAM (the “Program”)
THIS PROGRAM IS OPEN ONLY TO SELECT RESIDENTS OF CANADA AND IS
GOVERNED BY CANADIAN LAW

PART A – THE PROGRAM

This Program is made up of a Premium Offer (see Part B for Premium Offer Terms and Conditions) and a Contest (see Part C for Contest Rules and Regulations).

1. KEY DATES:

The Kellogg Xbox Program begins on April 1, 2022 at 12:00:01 a.m. Eastern Time (“ET”) and ends on July 26, 2022 at 11:59:59 p.m. ET (the “**Program Period**”). Qualifying Purchases (see Rule 5 below) must be made from April 1, 2022 at 12:00:01 a.m. ET until July 12, 2022 at 11:59:59 p.m. ET (“**Purchase Period**”). Qualifying Purchase (see Rule 5 below) receipts can be submitted during the Program Period.

2. PROGRAM ELIGIBILITY:

Program is open to residents of Canada who have reached the legal age of majority in their province/territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Kellogg Canada, Inc. (the “**Sponsor**”), its parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other individual or entity involved in the development, production, implementation, administration or fulfillment of the Program (collectively, the “**Program Parties**”).

3. PARTICIPATING PRODUCTS:

The following is a list of the qualifying, specially-marked products that are participating in the Offer (the “**Participating Products**”) and are available at retail locations across Canada, while quantities last:

- Pringles* Original Potato Chips – 148 g
- Pringles* Sour Cream and Onion Potato Chips – 156 g
- Pringles* BBQ Potato Chips – 156 g
- Pringles* Salt & Vinegar Potato Chips – 156 g
- Cheez-It* Original Baked Snack Crackers - 200 g
- Cheez-It Crunch* Sharp White Cheddar Backed Snack Crackers - 191 g
- Cheez-It Crunch* Original Baked Snack Crackers - 191 g
- Cheez-It* Extra Cheesy Baked Snack Crackers - 200 g

4. AGREEMENT TO BE LEGALLY BOUND BY PROGRAM TERMS AND CONDITIONS AND RULES:

By participating in this Program, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “**Rules**”) and/or the Offer (defined below) Terms and Conditions (“**Terms**”).

PART B – PREMIUM OFFER

Terms and Conditions for Kellogg Xbox Program Offer (the “Promotion”)

5. OFFER:

During the Purchase Period, purchase one (1) Participating Product (a “**Qualifying Purchase**”) and receive a 1 Month Xbox Game Pass Ultimate Trial Code (the “**Code**”) (“**Premium Item**”), each with an approximate retail value (“ARV”) of \$16.99 CDN . Sales receipts with a Qualifying Purchase must be submitted by no later than 11:59:59 p.m. ET on July 26, 2022 (“**Offer**”).

6. HOW TO REDEEM THE OFFER:

Take a picture of your sales receipt with the Qualifying Purchase and go to www.KelloggsGaming.ca (“**Website**”) to register (if you haven’t already) and follow the onscreen instructions to upload your sales receipt (the “**Request**”). You may only enter once with one (1) sales receipt. Upon submission of the sales receipt via the Website, you will receive a confirmation email indicating that your Request is being validated. Please allow up to 48 business hours for validation processing. Please ensure you check your

inbox, spam or junk folders after 48 business hours have lapsed for an email from Kellogg. If there is a problem with your submitted Request, you will receive an email to the address submitted with the Request, which will indicate the reason why your Request could not be processed. If your Request is determined to be valid and approved by Kellogg (in its sole discretion), you will receive an email to the address submitted with the Code.

IMPORTANT: You must keep your original sales receipt. Kellogg reserves the right to request from a person the original sales receipt used for the purposes of this Offer for further verification purposes at any time and for any reason.

7. HOW TO REDEEM YOUR 1 MONTH XBOX GAME PASS ULTIMATE TRIAL CODE WITH MICROSOFT:

You must redeem your Code either online or via the Xbox dashboard by September 30, 2022: (i) Online: To redeem online, you must go to <https://account.microsoft.com> to create a Microsoft account (for free). By creating and/or accessing a Microsoft account, you will be bound by the Microsoft Services Agreement available at <https://www.microsoft.com/en-ca/servicesagreement>. Once you are signed into your Microsoft account, enter the Code and then select "Redeem". (ii) Xbox dashboard: To redeem the Code via the Xbox dashboard, you must create or sign into your Microsoft account. From the "Home" screen, scroll right to "Store" and under "Games", select "Use a Code" and enter the Code. Use the onscreen keyboard to enter the Code on the "Enter Your Code" screen, then select "Enter", and then select "Confirm". Once the Code is redeemed, you will receive a confirmation message. The Code must be redeemed via the Xbox dashboard by no later than September 30, 2022. Unless you cancel, you will be charged the then-current regular membership rate when the trial ends. Terms, exclusions & streaming limits apply. Redeeming the Code requires a payment instrument (credit card, Pay Pal, etc.), internet access, a Windows 10 PC (not supported on Windows 10 in S mode and ARM devices), Xbox Series X console or Xbox Series S console (all sold separately). Microsoft is not a sponsor of this Offer. Code may only be entered once; please type your Code carefully.

8. OFFER LIMITS:

Offer is valid for new Xbox Game Pass Ultimate members only. Limit of one (1) Offer/Code per new member during the Program Period. A payment instrument (credit card, Pay Pal, etc.) is required in order to use any Code. Kellogg reserves the right to substitute an offer of equal or greater value if the designated Offer should become unavailable for any reason. For the avoidance of doubt, a person can only use one (1) email address and one (1) mailing address to participate in this Offer, and all personal information provided must be truthful and accurate. If it is discovered by Kellogg (using any evidence or other information made available to or otherwise discovered by Kellogg), that any person has attempted to: (i) obtain more than one (1) Code per person; (ii) use the same Code more than one time; or (iii) use multiple names, identities, email addresses, addresses or any macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with Kellogg interpretation of the letter and/or spirit of these Terms to participate or otherwise enter or to disrupt this Offer, then his/her submitted Request may be disqualified from this Offer, in the sole discretion of Kellogg. Requests may be rejected in the sole discretion of Kellogg if the Request form is not fully completed with all of the required information and submitted and received in accordance with these Terms. Kellogg, its Program Parties, Microsoft, and each of their respective directors, officers, representatives, agents, successors and assigns (collectively, the "Released Parties") are not responsible for any late, lost, misdirected, delayed, incomplete or incompatible Requests and/or other information. Code is not redeemable for cash, transferable or assignable for any reason, and are not transferable upon death. The sale, barter, transfer, or assignment of any Code, other than by Kellogg, is strictly prohibited. Lost Codes will not be replaced.

9. GENERAL OFFER CONDITIONS:

This Offer is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Offer are final and binding on all participants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME. The Program Parties, The Marco Corporation and the Released Parties will not be liable for: (i) any failure of any website or any platform during the Offer; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any information to be received, captured, recorded or work properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a participant's or any other person's computer or other device related to or resulting from participating in the Offer; (v) any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed information; (vi) anyone being incorrectly and/or mistakenly identified as a recipient or eligible recipient; and/or (vii) any combination of the above. By participating in the Promotion, and as a condition of acceptance of any Offer, you, your heirs, executors, administrators, successors and assigns, release and forever discharge and hold harmless the Released Parties from and against any and all losses, damages (including, without limitation, direct, indirect, incidental, consequential or punitive damages), rights, claims, actions, causes of action, personal injury, property damage or death, including without limitation all costs and liabilities of any kind including legal fees on a substantial

indemnity scale, hereinafter called “Claims” and including without limitation any Claims arising from any act of negligence of the Released Parties, that you now have, or may hereafter have against the Released Parties directly or indirectly resulting or arising from participation in the Promotion, or the acceptance, possession, use or misuse or enjoyment of any Offer.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Offer (or to amend these Terms) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Offer as contemplated by these Terms, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Offer in any way (as determined by the Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Offer, or to amend these Terms, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the foregoing, by entering this Offer, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using any personal information submitted only for the purpose of administering the Offer and in accordance with the Sponsor privacy policy (available at: http://www.kelloggs.ca/en_CA/privacy-policy.html). This section does not limit any other consent(s) that an individual may provide The Sponsor or others in relation to the collection, use and/or disclosure of their personal information. The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Offer mechanics stipulated in these Terms, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any participant and/or other information with these Terms, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Offer as contemplated in these Terms, or for any other reason. In the event of any discrepancy or inconsistency between the terms and conditions of these English Terms and disclosures, and other statements contained in any Offer-related materials, including, but not limited to, point of sale, television, print or online advertising and/or any instructions or interpretations of these English Terms given by any representative of the Sponsor, the terms and conditions of these Terms shall prevail, govern and control to the fullest extent permitted by law. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of participants, the Sponsor or any of the other the Released Parties in connection with the Offer will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Terms or relating to this Offer.

PART C – THE CONTEST (“Contest”)

10. HOW TO ENTER THE CONTEST:

NO PURCHASE NECESSARY. There are two (2) ways to earn an Entry (each, an “**Entry**” and collectively, the “**Entries**”) in the Contest, as follows:

- 1) **Website Entry:** All eligible entrants who have submitted a valid request for an Offer by July 26, 2022 will be eligible to earn one (1) Entry into the Contest (“**Website Entry**”).
- 2) **Mail Entry:** During the Program Period, if you are an eligible entrant, to obtain a no purchase mail entry into the Contest, print your first name, last name, complete mailing address (including postal code), telephone number and email address on a plain white piece of paper, including a minimum 50 word unique essay on “Why I love Xbox” and mail it (in an envelope with sufficient Canadian postage) to Kellogg Xbox Contest, PO Box 4099, Paris, Ontario, N3L 4B1 (the “Request”). Upon receipt of a valid Request in accordance with these Rules, an eligible entrant will be eligible to receive one (1) Mail Entry in the Contest per unique and original request per envelope with sufficient Canadian postage. To be eligible, any Request submitted must: (i) be received separately in an envelope bearing sufficient Canadian postage; and (ii) be post-marked during the Contest Period and received by no later than July 26, 2022. Mail Entries must comply with these Rules. (“**Mail Entry**”).

Collectively, Website Entries and Mail Entries will be referred to as “Eligible Entries.” Any entry that does not comply with these Rules is an “Ineligible Entry” or collectively, “Ineligible Entries.” Eligible Entries and Ineligible Entries will be referred to each as an “Entry” or collectively as “Entries.”

To be eligible, your Entry (regardless of the method of entry) must be submitted and received in accordance with these Rules.

11. CONTEST ENTRY LIMITS:

There is a limit of one (1) Contest Entry per person, regardless of the method of entry. For greater certainty and the avoidance of any doubt, you can only use one (1) email address to enter the Contest. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) use multiple names, identities, email addresses, and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Released Parties are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). An Entry may be rejected if, in the sole and absolute discretion of the Sponsor, the Entry is not submitted and received in accordance with these Rules.

12. VERIFICATION:

All Entries and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Request and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

13. PRIZES:

There will be ten (10) Prizes (each a "**Prize,**" collectively "**Prizes**") available to be won, each consisting of a Xbox Series S.

Each Prize has an approximate retail value ("**ARV**") of three hundred seventy nine dollars and ninety-nine cents (\$379.99 CAD).

Each Prize must be accepted as awarded and is not transferable or assignable. Each Prize will only be awarded to the person who is verified as the eligible entrant associated with the selected Eligible Entry in question. The Sponsor reserves the right, in its sole discretion, to substitute a Prize with a prize of equal or greater value.

None of the Released Parties make any representation or offer any warranty, express or implied, as to the quality or fitness of a Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should a Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, each confirmed winner agrees to waive all recourse against the Released Parties if his/her Prize or a component thereof does not prove satisfactory, either in whole or in part.

14. ELIGIBLE WINNER SELECTION (RANDOM DRAW):

On August 5, 2022 (the "**Draw Date**") in Brantford, ON at approximately 12:00 p.m. ET, ten (10) eligible entrants will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules.

15. ELIGIBLE WINNER NOTIFICATION:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the eligible winners by email or by telephone within five (5) business days of the Draw Date using the information provided submitting an Entry. If any eligible winners cannot be contacted within five (5) business days of the Draw Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 14 (in which case the foregoing provisions of this section shall apply to such newly

selected eligible winner).

16. WINNER CONFIRMATION:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES, EVEN IF SUCH PERSON HAS BEEN ANNOUNCED AS THE WINNER OR THE ELIGIBLE WINNER. BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return within three (3) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Grand Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. If the eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 14 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

17. GENERAL CONDITIONS:

All Entries become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries, and/or entrants. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. ANYONE DETERMINED TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of any Website during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, or other material to be received, captured or recorded for any reason, including, but not limited to, technical problems, traffic congestion on the Internet or at any website, mail delivery service interruptions, delays, or errors of any kind; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and/or (v) any combination of the above.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor, with the consent of the Régie, reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

For Quebec residents: Any litigation respecting the conduct or organization of a publicity Contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: http://www.kelloggs.ca/en_CA/privacy-policy.html), unless the entrant otherwise agrees.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the

Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials or in the French version of these Rules; the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

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