

## \$5.00 CDN Kellogg's\* Holiday Prepaid Card Offer (the "Offer")

### Official Terms and Conditions

1. **AGREEMENT:** By participating in this Offer, you agree to be bound by these Terms and Conditions (the "**Terms**").
2. **ELIGIBILITY:** In order to be eligible to participate in this Offer, you must be a legal resident of Canada, be located in Canada, have reached eighteen (18) years of age at the time of participation and have a valid e-mail account. This Offer is not open to employees, representatives, or agents of Kellogg Canada Inc.'s ("**Kellogg**") promotional fulfillment agency, partners, their parent companies, subsidiaries, affiliates, reward suppliers, advertising/promotion agencies and any entity involved in the development, production, implementation, administration or fulfillment of the Offer (the "**Offer Parties**").
3. **OFFER:** With the purchase of two (2) specially-marked packages of Participating Products (as defined in Section 5 below), while supplies last, within one transaction (one single sales receipt) during the Purchase Period (as defined in Section 4 below), you could be eligible to receive a \$5.00 (CDN) Kellogg's\* Holiday Prepaid Card (the "**Prepaid Card**"). There is a maximum of 55,000 Prepaid Cards available for this Offer.
4. **OFFER PERIOD:** To be eligible to receive this Offer, purchases of the Participating Products (as defined in Section 5 below) must be made within one transaction (on one single sales receipt) between October 4, 2018 and January 11, 2019 (the "**Purchase Period**") at a participating Canadian retailer, while supplies last. Offer requests must be received on or before 11:59:59 p.m. EST on January 25, 2019 (the "**Offer Closing Date**").
5. **PARTICIPATING PRODUCTS:** The following six Kellogg's\* products (the "**Participating Products**") are available at retailers across Canada, while supplies last:
  - Corn Pops\* Cereal 515g*
  - Froot Loops\* Cereal 580g*
  - Kellogg's Frosted Flakes\* Cereal 650g*
  - Mini-Wheats\* Frosted Cereal 700g*
  - Mini-Wheats\* Brown Sugar Cereal 700g*
  - Rice Krispies\* Cereal 640g*
6. **HOW TO PARTICIPATE:** Prior to participating in the Offer, you must ensure that: (i) you have purchased two (2) Participating Products within one (1) transaction (one single sales receipt) during the Purchase Period; (ii) you have taken a photograph (gif, jpeg and png file types with a

maximum file size of 5MB) of your sales receipt identifying the date and time of transaction and the Participating Products; and (iii) submit your request by completing the following steps:

- a) Visit [www.kelloggsholidaycash.ca](http://www.kelloggsholidaycash.ca).
- b) Sign on if you are a *Kellogg's\** member or complete your registration to become a *Kellogg's\** member by entering in all of the required information, including your valid e-mail address.
- c) Once you are logged in as a *Kellogg's\** member, upload the photograph image of your sales receipt in accordance with the online instructions and click "Upload" (the "Request").
- d) Upon receipt of the required information set out in (c) above, we will send you a confirmation email indicating that your Request is being validated by Kellogg. Please allow up to 48 hours for validation processing. Please ensure you check your inbox, spam or junk folders after 48 hours have lapsed for an email from Kellogg with the subject line "*Kellogg's\** Promotion – Receipt Upload Confirmation". If there is a problem with your submitted Request, we will send an email to the address submitted with the Request which will indicate the reason why your Request could not be processed at this time.
- e) If your Request is determined to be valid and approved by Kellogg (in its sole discretion), you will receive a validation email from the Prepaid Card issuer which will outline that the receipt upload was successful and contain a unique hyperlink entitled "Access Your Card" for you to click on in order to redeem your Prepaid Card. Click on the "Access Your Card" hyperlink to submit your fully completed Request form. The "Access Your Card" hyperlink can only be used once and must be redeemed in accordance with these Terms within 90 days of receiving the validation email with the "Access Your Card" hyperlink. If the "Access Your Card" hyperlink is not redeemed within 90 days of receiving the validation email, and in accordance with these Terms, it will be null and void without any liability to Kellogg or any of the Released Parties (as defined below in Section 10), and you will not receive a Prepaid Card in respect of such Request.
- f) Once you have clicked on the "Access Your Card" hyperlink in the validation email described in e) above to redeem your Prepaid Card, you will be directed to the following website [www.kelloggsdigitalrewards.ca](http://www.kelloggsdigitalrewards.ca) and asked to confirm your name and mailing address (including postal code) for shipping purposes and to click "Submit".
- g) After clicking "Submit", you will be taken to a separate "Thank you" screen informing you that the Prepaid Card has been confirmed and to expect a separate confirmation to

be sent to you via email. The Prepaid Card will expire six (6) months after date that the “Submit” button is selected.

**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. **PROCESSING REQUESTS:** Once you have uploaded the photograph of your original sales receipt, the processing of your Request will take up to 48 hours from the time the Request is received by or on behalf of Kellogg. It is the responsibility of each participant to check his/her email account for the validation email with the unique hyperlink from Kellogg, including, but not limited to, inbox, junk or spam folders. The Released Parties (as defined below in Section 10) do not assume any responsibility for any electronic communications which are undeliverable for any reasons, including (but not limited to) as a result of any form of active or passive filtering of any kind or insufficient space in a participant’s email inbox to receive email messages or other communications.
8. **DELIVERY OF PREPAID CARDS:** Your Prepaid Card will arrive in the mail within 3-4 weeks from the date that the Offer was claimed and will be mailed to the address provided, provided such address is a valid Canadian mailing address. Kellogg and its Offer Parties are not responsible for any lost, stolen, misdirected or damaged shipments.
9. **PREPAID CARD ISSUER TERMS:** The Prepaid Cards are subject to the terms and conditions imposed by the Prepaid Card issuer, available for review at [www.kelloggsdigitalrewards.ca](http://www.kelloggsdigitalrewards.ca). The Prepaid Card cannot be exchanged for cash or otherwise, is not transferable or for resale and must be accepted as awarded without substitution. If a purchase exceeds the \$5.00 CDN value of the Prepaid Card, the participant will be responsible for any amount due which is over and above the \$5.00 CDN value of the Prepaid Card (or the available balance at the time of purchase) (including applicable taxes). If any purchase does not exceed the \$5.00 CDN value of the Prepaid Card, the remaining balance will not be paid in cash to the participant but will remain on the Prepaid Card until the applicable expiry date is reached.
10. **LIMITS:** There is a limit of five (5) Prepaid Cards (and therefore five Requests) per household, which shall be determined by using your mailing address, regardless of whether or not there are more than two (2) Participating Products identified on a sales receipt. Each sales receipt can only be used one (1) time in relation to this Offer and can only be submitted once before the Offer Closing Date. 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 five (5) Prepaid Cards per household; (ii) use the same sales receipt more than one time; (iii) redeem a unique hyperlink more than one time; (iv) use multiple names, identities, e-mail addresses, addresses, or any automated 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 in or to disrupt this

Offer; then his/her submitted Request may be disqualified from this Offer in Kellogg sole discretion. 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 Offer Parties, the Prepaid Card issuer, 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.

11. **VERIFICATION:** All Requests, sales receipts and any other corresponding information is subject to verification at any time and for any reason. Kellogg reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to Kellogg – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Offer; (ii) for the purposes of verifying the eligibility and/or legitimacy of a Request, sales receipt and/or other information entered for the purposes of this Offer; and/or (iii) for any other reason Kellogg deems necessary, in its sole discretion, for the purposes of administering this Offer in accordance with Kellogg interpretation of the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of Kellogg within the timeline specified by Kellogg may result in disqualification of the Request, unique hyperlink and/or the individual in the sole discretion of Kellogg. Proof of transmission (post-marks, screenshots or captures etc.) or attempted transmission of a submission or of attempted submission of any communication, does not constitute proof of delivery or receipt by the Offer computers or Kellogg. The sole determinant of this time for the purposes of this Offer will be the official time-keeping device(s) used by Kellogg.

12. **GENERAL CONDITIONS:**

- All Requests become the property of Kellogg. All decisions made by Kellogg in respect of this Offer are final and binding on all participants, including any decisions regarding eligibility or disqualification of a Request. If your Request is deemed not to comply with these Terms in the sole discretion of Kellogg, the Request will be disqualified and the Prepaid Card will not be awarded.
- Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries, entries by macros or other automated means, and entries which do not satisfy the requirements of these Terms in full will be disqualified and will not be counted. If it becomes apparent that you are using a computer(s) to circumvent this condition by, the use of “script” or masking your identity by manipulating IP addresses, using identities other than your own or any other automated means in order to increase the number of your Requests into the Offer in a way that is not consistent with the spirit of the Offer, your Requests will be disqualified and the Offer award will be void, and you will not receive a Prepaid Card.
- By participating in this Offer, each participant expressly consents to Kellogg and/or its Offer Parties, storing, sharing and using the personal information submitted with the Request for the purpose of fulfillment and administration of this Offer and in accordance with Kellogg privacy policy available at [http://www.kelloggs.ca/en\\_CA/privacy-policy.html](http://www.kelloggs.ca/en_CA/privacy-policy.html)

- The Released Parties will not be liable for: (i) any failure of any website(s) or platform(s); (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 Request, unique hyperlink, Prepaid Card and/or other information to be received, captured, recorded or otherwise function properly for any reason whatsoever, including, but not limited to, technical programs or traffic congestion on the internet or at any website; (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 this Offer; (v) anyone being incorrectly and/or mistakenly identified as eligible to receive a unique hyperlink; (vi) any combination of the above.
- If for any reason any aspect of this Offer is not capable of being run as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorized intervention, fraud, technical failures or any cause beyond the control of Kellogg which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Offer, Kellogg may, in its sole discretion, cancel, terminate, modify or suspend the Offer or invalidate any affected Requests.
- If due to printing, production, online, internet, computer, technical or other error of any kind whatsoever, then in addition to having the right to terminate the Offer immediately, Kellogg reserves the right, in its sole discretion, to rescind invalid Requests.
- None of the Released Parties makes any representations or offers any warranty, express or implied, as to the quality or fitness of the Prepaid Card awarded in connection with this Offer. To the fullest extent permitted by applicable law, each confirmed recipient of a Prepaid Card understands and acknowledges that he or she may not seek reimbursement or pursue any equitable remedy from either Kellogg or any of the other Released Parties should the participant's Prepaid Card fail to be fit for its purpose or is in any way unsatisfactory.
- If you attempt to compromise the integrity or the legitimate operation of this Offer by hacking or by cheating or committing fraud in any way, Kellogg may seek damages from you to the fullest extent permitted by law. Further, Kellogg may ban you from participating in any of Kellogg's future offers. In the unlikely event of a dispute, Kellogg decision shall be final.
- Kellogg reserves the right, in its sole discretion, to change any of the dates, timeframes and/or other mechanics set out in these Terms, to the extent Kellogg deems it necessary in order to verify compliance with these Terms, or as a result of any problems or other circumstances or reason which, in Kellogg opinion, would affect the proper administration of the Offer as contemplated in these Terms.
- The Released Parties will not accept any liability for any loss (including, without limitation, direct, indirect, special or consequential damages or loss of profits), expense, damage, personal loss, property loss, injury, accident, death, illness or liability of any nature which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Offer or accepting or using the Prepaid Card. You acknowledge and agree that by clicking on the unique hyperlink and using the Prepaid Card, you are acknowledging and agreeing with this limitation of liability as set forth in this paragraph.

- In the event of any discrepancy or inconsistency between the terms and conditions of these English Terms, disclosures or other statements contained in any Offer-related materials, including, but not limited to: the Request form, the French version of these Terms, point of sale, television, print or online advertising and/or any instructions or interpretations of these Terms given by any representative of Kellogg, the English Terms shall prevail, govern and control to the fullest extent permitted by law.
- If any provision or part of these Terms and Conditions is deemed void or otherwise unenforceable at law, then that provision shall be deemed to be excluded and the remainder of these Terms and Conditions shall remain valid and enforceable to the fullest extent permitted by law.