

## ***Kellogg's\* Keep or Donate \$5 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 the age of majority in your province of residence 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 boxes of Participating Products (as defined in Section 6 below), while supplies last, within one transaction (one single Proof of Purchase Record, as defined in Section 4 below) during the Purchase Period (as defined in Section 5 below), you could be eligible for a \$5.00 (CDN) *Kellogg's\** Prepaid Card (the "**Prepaid Card**"), which you may elect to receive for your own benefit ("**Keep**"), or automatically direct towards a *Kellogg's\** Better Days partner fighting hunger ("**Donate**"). There is a maximum of 65,000 Prepaid Cards (and, therefore, a maximum charitable donation of \$325,000) available for this Offer.
4. **PROOF OF PURCHASE RECORD:** To verify that you have purchased at least two (2) specially marked boxes of Participating Products, you are required to submit an acceptable proof of purchase record ("**Proof of Purchase Record**"). For in-store purchases, a photo of your original retailer receipt is required as your Proof of Purchase Record. For online purchases, a delivery or pick-up confirmation record is required as your Proof of Purchase Record. Acceptable file formats for Proof of Purchase Record submissions are: JPG, PNG, and PDF files not more than 20MB in size.
5. **OFFER PERIOD:** To be eligible to receive this Offer, purchases of the Participating Products (as defined in Section 6 below) must be made within one transaction (on one single Proof of Purchase Record) on or before September 24, 2021 (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 October 8, 2021 (the "**Offer Closing Date**").
6. **PARTICIPATING PRODUCTS:** The following ten *Kellogg's\** products (the "**Participating Products**") are available at retailers across Canada, while supplies last:
  - Corn Pops\** Cereal 515 g
  - Froot Loops\** Cereal 580 g
  - Kellogg's Corn Flakes\** Cereal 760 g
  - Kellogg's Frosted Flakes\** Cereal 650 g
  - Kellogg's\* Two Scoops\** Raisin Bran Cereal 755 g
  - Krave\** Chocolate Cereal 525 g

*Mini-Wheats\** Original Cereal 700 g

*Mini-Wheats\** Brown Sugar Flavour Cereal 700 g

*Rice Krispies\** Cereal 640 g

*Special K\** Vanilla Almond Cereal 620 g

7. **HOW TO PARTICIPATE:** To participate in the Offer, you must ensure that: (i) you have purchased at least two (2) Participating Products within one (1) transaction (on one single Proof of Purchase Record) during the Purchase Period; (ii) you have taken a photograph (JPEG or PNG file format) or saved a copy (PDF file format) of your Proof of Purchase Record and it clearly identifies the retailer name, date of transaction, the Participating Products, and the total transaction value; and (iii) you submit your request (the “**Request**”) by completing the following steps:
- a) Visit [www.kelloggskeepordonate.ca](http://www.kelloggskeepordonate.ca) (the “**Offer Website**”).
  - b) Register to participate in the Offer by either signing in using your *Kellogg’s\** member credentials (if you are already a *Kellogg’s\** member), or completing the registration form to become a *Kellogg’s\** member by entering in all of the required information, including your valid e-mail address and password. Once completed, you must confirm your eligibility for participation and accept the Terms (“**Offer Registration**”).
  - c) Following registration/sign-in, you will be logged in to the Offer Website. Once you are logged in as a *Kellogg’s\** member, you will be required to follow the steps below to request a Prepaid Card to Keep or Donate:
    - (i) Upload your Proof of Purchase Record in accordance with the online instructions;
    - (ii) Select the appropriate details from the available drop-down menu, indicating the number of Participating Products you purchased; and
    - (iii) Select the appropriate details from the available drop-down menu, indicating the retailer from whom you made your purchase, as shown on the Proof of Purchase Record.
  - d) Upon receipt of the required information set out above, Kellogg will send a confirmation email confirming receipt of your Request and the number of Prepaid Cards you will be eligible to Keep or Donate, if your Request is approved. Please allow up to 72 hours for your Request to be validated. Please ensure you check your inbox, spam or junk folders after 72 hours have lapsed for an email from [support@kelloggskeepordonate.ca](mailto:support@kelloggskeepordonate.ca). If there is a problem with your submitted Request, Kellogg will send an email to the address associated with the Offer Registration indicating the reason why the Request was not accepted and steps for resubmission as part of a new Request.
  - e) If your Request is determined to be valid and approved by Kellogg (in its sole discretion), you will receive a validation email (the “**Validation Email**”) which will confirm that the Proof of Purchase Record submitted was accepted and the number of Prepaid Cards you are eligible to Keep or Donate.
  - f) After you have received confirmation of a valid Request, follow the instructions for accessing the Keep or Donate page (the “**Selection Page**”) of the Offer Website from the Validation Email or your Profile page. You must be logged in to the Offer Website to access

the Selection Page. On the Selection Page, proceed to make your selection to Keep or Donate each Prepaid Card you are eligible for. When you have allocated each available Prepaid Card, confirm your choice(s) by following the online instructions. Once your election to Keep or Donate a Prepaid Card has been made, it cannot be reversed or modified.

- g) For Prepaid Card(s) that you elect to Keep, you can expect to receive the Prepaid Card(s) by mail within 3-4 weeks. The mailing address that your Prepaid Card(s) will be delivered to is the one presented on your Profile page on the Offer Website. If you need to change your address, you can do so on your Profile page within forty-eight (48) of confirming your election to Keep the Prepaid Card. After forty-eight (48) hours, your Prepaid Card(s) will be ordered and prepared for delivery to the mailing address on record.
- h) For Prepaid Card(s) that you elect to Donate, Kellogg will direct a \$5 donation towards one of its *Kellogg's*\* Better Days partners fighting hunger in accordance with the details set forth in Section 11 herein.
- i) If you fail to visit the Selection Page and make an election to Keep or Donate your Prepaid Card(s) by October 29<sup>th</sup>, 2021, an automatic election to Keep the Prepaid Card(s) will be made on your behalf and the Prepaid Card(s) will be prepared for delivery to the mailing address on record within 3-4 weeks. Prepaid Card(s) will expire six (6) months after the date your Request is approved.

**IMPORTANT:** You must keep your original Proof of Purchase Record(s). Kellogg reserves the right to request from a person the original Proof of Purchase Record used for the purposes of this Offer for further verification purposes at any time and for any reason.

- 8. **PROCESSING REQUESTS:** Once you have uploaded the photograph or file of your original Proof of Purchase Record, the processing of your Request will take up to 72 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 from Kellogg, including, but not limited to, inbox, junk or spam folders. The Released Parties (as defined below in Section 12) 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.
- 9. **DELIVERY OF PREPAID CARDS:** If you elect to Keep your Prepaid Card(s), the Prepaid Card(s) will arrive in the mail within 3-4 weeks from the date that the Request was approved in accordance with Section 7(a) to (i) above, and will be mailed to the address on record, as presented on your Profile page on the Offer Website, 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.
- 10. **PREPAID CARD ISSUER TERMS:** The Prepaid Cards that you elect to Keep are subject to the terms and conditions imposed by the Prepaid Card issuer, available for review at <http://cfrterms.com/Generic-Non-Reloadable-T&Cs-REVISED.PDF>. 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.

11. **DONATION DETAILS:** If you elect to Donate your Prepaid Card(s), Kellogg will direct the eligible donation to one of its charitable partners fighting hunger. Donations will be directed to Breakfast Club of Canada and Food Banks Canada. For more information on how Breakfast Club of Canada is fighting hunger, visit: <https://www.breakfastclubcanada.org/>. For more information on how Food Banks Canada is fighting hunger, visit: <https://www.foodbanksCanada.ca/>. Total donations made by Kellogg for this Offer will not exceed \$325,000 CAD. Donations will be calculated, processed and remitted following the Offer Closing Date.
12. **LIMITS:** There is a limit of five (5) Prepaid Cards to Keep or Donate per person and per household, which shall be determined by using your email and mailing address. Each Proof of Purchase Record can only be used one (1) time in relation to this Offer or any other Kellogg-sponsored offer. 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 person and per household; (ii) use the same Proof of Purchase Record more than one time; (iii) 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's 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.
13. **VERIFICATION:** All Requests, Proof of Purchase Records, 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, Proof of Purchase Record 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's

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, 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.

**14. 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(s) 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) or any other device(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.
- Standard data rates may apply to participants who choose to participate in this Offer via a wireless mobile device. Please call your service provider for pricing and service plan information and rates before wireless mobile device participation.
- 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) an 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, 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 Prepaid Card; (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 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.