

**THE KELLOGG CEREAL
SCAN AND WIN CONTEST (the “Contest”)
OFFICIAL RULES AND REGULATIONS
THIS CONTEST IS OPEN TO CANADIAN RESIDENTS
AND IS GOVERNED BY CANADIAN LAW**

1. CONTEST PERIOD:

The Contest begins on November 1, 2022, at 12:00:01 a.m. Eastern Time (“ET”) and ends on January 27, 2023, at 11:59:59 p.m. ET (the “**Contest Period**”).

2. ELIGIBILITY:

The Contest is open to residents of Canada who have reached the legal age of majority in their province or territory of residence at the time of entry; except employees, officers, directors, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Kellogg Canada Inc. (the “**Sponsor**”), The Marco Corporation, Sobeys Capital Incorporated and its stores, and each of their respective parents, governors, subsidiaries, affiliates, directors, officers, shareholders, agents, affiliates, prize suppliers, advertising/promotion agencies and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Contest (collectively, the “**Contest Parties**”). An individual who meets the foregoing eligibility requirements (as determined by the Sponsor at its sole and absolute discretion) may be referred to as an “**Eligible Entrant**”.

3. HOW TO ENTER:

NO PURCHASE NECESSARY.

There are two ways to enter.

IN-STORE ENTRIES: If you are an Eligible Entrant, in order to receive an in-store entry into the Contest, during the Contest Period you may go to one of the participating Sobeys, Safeway, IGA West, Thrift Foods or Foodland stores that are taking part in this Contest (“**Participating Stores**”), find a Kellogg Cereal display (including Vector* meal replacement), and using a smartphone or tablet device, scan the Contest QR code on the display, which will take you to the In-store Entry (as defined below) website sobeys.scanandwin.ca (the “**Website**”), or visit the Website directly using your device. Next, fully complete the official Contest Entry Form (the “**Entry Form**”), which requires you to: (a) enter your first name, last name, valid email address, telephone number, address, city and postal code; (b) indicate that you have read, accept and agree to be legally bound by the terms and conditions of these Official Contest Rules (“**Rules**”); and (c) verify that you have reached the age of majority in your province or territory of residence. When you have fully completed the Entry Form, click the “**Enter**” button to submit your entry (each, an “**In-store Entry**,” collectively “**In-store Entries**”). In-store Entries must comply with these Rules. If you do not have a QR code reader on your device, free QR code reader apps are available by visiting your device’s app store; alternatively, you may visit the Website directly on your device to complete the Contest Entry Form.

MAIL ENTRIES: If you are an Eligible Entrant, to obtain a mail entry (a “**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 Kellogg’s* cereal” and mail it (in an envelope with sufficient Canadian postage) to: **Kellogg Cereal Scan and Win 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 (i.e. multiple Requests in the same envelope will be void); and (ii) be post-marked during the Contest Period and received by no later than January 27, 2023. Mail Entries must comply with these Rules.

Collectively, In-store 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**.”

4. PRIZES

There are 300 (300) prizes (each a “**Prize**,” collectively “**Prizes**”) available to be won, each consisting of one (1) one-hundred-dollar (\$100 CDN) Sobeys gift card. 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 Contest Parties and each of their respective officers, directors, agents, employees, representatives, successors and assigns (collectively, 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. Each Prize is subject to the terms and conditions of the issuer. All terms and conditions of the Sobeys gift card shall apply.

5. WINNER SELECTION (“Random Draw”):

On January 31, 2023 (the “**Draw Date**”) in Brantford, Ontario at approximately 10:00 a.m. ET, three hundred (300) Eligible Entrants will be selected by Random Draw from among all Eligible Entries submitted and received during the Contest Period in accordance with these Rules. The odds of winning a Prize depend on the number of Eligible Entries submitted and received during the Contest Period.

6. WINNER NOTIFICATION AND CONFIRMATION:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact each potential Prize winner by telephone or email (as determined by the Sponsor at its sole and absolute discretion) using the information provided when the corresponding selected Eligible Entry was submitted, within five (5) business days of the Draw Date. If the potential Prize winner 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 a Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select another Eligible Entrant from among the remaining applicable Eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each potential Prize winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return within five (5) business days of the first notification the Sponsor’s declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of a 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 a Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, city and province of residence, 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 whatsoever, including print, broadcast or the internet. If any potential Prize 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) a 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 may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to a Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select another Eligible Entrant from among the remaining Eligible Entries (in which case the foregoing provisions of this section shall apply to such newly selected potential winner).

There is a limit of one (1) Prize per Eligible Entrant.

7. LIMITATIONS ON ENTRIES

Regardless of method of Entry, there is a limit of one (1) Entry per Eligible Entrant per Week during the Contest Period. There is a limit of one (1) In-store Entry per Eligible Entrant per Week during the Contest Period OR one (1) Mail Entry per Eligible Entrant per Week during the Contest Period. For the purposes of this Contest, a “**Week**” is defined as starting at 12:00:01 a.m. ET on each Monday of the Contest Period and ending the following Sunday at 11:59:59 p.m. ET, with the exception of the first week of the Contest Period, which starts on Tuesday November 1, 2022, at 12:00:01 a.m. ET and ends on the following Sunday at 11:59:59 p.m. As such, there is a maximum of twelve (12) Entries per Eligible Entrant, regardless of method of Entry.

Under no circumstances will an Eligible Entrant be permitted to obtain more than the maximum allowable number of Entries during the Contest Period. For greater certainty and the avoidance of any doubt, you can only use one email address to participate in 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 use multiple names, identities, email addresses, mailing addresses, and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or 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 late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

Any Entry that does not follow the above applicable format(s) and requirements as provided in these Rules (as determined by Sponsor in its sole and absolute discretion) will not be eligible for entry in this Contest.

By entering the Contest, each entrant agrees to be legally bound by the terms and conditions of these Rules.

Standard data rates apply to participants who participate in the Contest via a wireless mobile device (including, without limitation, Eligible Entrants who submit an Entry via a wireless mobile device). Wireless service providers may charge for data charges if accessing the Website from a mobile device. The sponsor is not responsible for any data charges incurred by the entrant when attempting to participate in this contest. Please call your service provider for pricing, service plan information and rates before mobile device participation.

All Entries 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, eligibility or compliance with these Rules (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 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 these Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Sponsor’s official clock.

The Released Parties are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

By entering the Contest, each entrant agrees to be legally bound by the terms and conditions of these Rules.

8. 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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