

THE PRINGLES MYSTERY FLAVOUR CHALLENGE 2.0 (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 September 15, 2018 at 12:00:01 a.m. Eastern Time (“**ET**”) and ends on December 14, 2018, at 11:59:59 p.m. ET (the “**Contest Period**”).

2. ELIGIBILITY:

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, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Kellogg Canada Inc. (the “**Sponsor**”), The Marco Corporation, any of their respective parent companies, subsidiaries, 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 (2) ways to enter this Contest, as follows:

i) Online Entry

To enter the Contest via online, an Eligible Entrant must go to www.pringlesmystery.ca (the “**Website**”) and follow the on-screen instructions to obtain and fully complete the official Contest Entry Form (the “**Entry Form**”), which requires you to: (a) enter your first name, last name and valid email address; (b) indicate that you have read, accept and agree to be legally bound by the terms and conditions of these official Contest Rules (the “**Rules**”); and (c) enter your Pringles Mystery Flavour Challenge guess (“**Guess**”). When you have fully completed the Entry Form and you have agreed to the Rules, click the “*Enter*” button to submit your entry (each, an “**Online Entry**” and collectively, the “**Online Entries**”).

Random Draw Eligibility: Only an Online Entry that has a correct guess will be considered an eligible online entry (each, an “Eligible Online Entry” and collectively, “Eligible Online Entries”). A correct guess must include the correct word or words as pre-chosen by the Sponsor and the correct spelling that make up the name of the Pringles Mystery Flavour (“Correct Guess”). Any guess that is not correct (an “Incorrect Guess”) will be considered an ineligible online entry (“Ineligible Online Entry”) and will NOT be included in the Random Draw for the Prize (see Section 6). If no Correct Guesses are received during the Contest Period, the Prize will NOT be awarded.

ii) Mail Entry

Alternatively, to obtain a mail entry (an “**Eligible Mail Entry**”) in the Contest without providing a Correct Guess, print your first name, last name, telephone number, complete mailing address (including postal code), and email address on a plain white piece of paper, including a minimum 50 word essay on “What is my ideal Pringles flavour” and mail it (in an envelope with sufficient Canadian postage) to: **The Pringles Mystery Flavour Challenge 2.0, 470 Hardy Road, Brantford, Ontario, N3V 6T1** (the “**Request**”). Upon receipt of a valid Request in accordance with these Rules, an Eligible Entrant will be eligible to receive one (1) Eligible 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 December 7, 2018.

Collectively, Eligible Online Entries and Eligible Mail Entries will be referred to as “**Eligible Entries.**” Collectively, Eligible Entries and Ineligible Entries will be referred to as “**Entries.**”

Limits of Entries

Regardless of method of Entry, there is a limit of one (1) Entry per Eligible Entrant per Day during the Contest Period. There is a limit of one (1) Online Entry per Eligible Entrant per Day during the Contest Period OR one (1) Eligible Mail Entry per Eligible Entrant per Day during the Contest Period. For the purposes of this Contest, a “**Day**” is defined as starting at 12:00:01 a.m. ET and ending the following 11:59:59 p.m. ET.

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 (defined below) 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.

4. SUBMISSION REQUIREMENTS:

BY SUBMITTING AN ENTRY, YOU AGREE THAT SUCH ENTRY COMPLIES WITH ALL TERMS AND CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF ANY ENTRY YOU SUBMIT. THE RELEASED PARTIES (DEFINED BELOW) SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.

Without limiting the generality of the requirements noted above in subsection 3, to be eligible for entry in this Contest, each Entry must be original (i.e. you cannot copy someone else’s Entry in whole or in part).

By participating in the Contest, each entrant hereby warrants and represents that his/her Entry:

- i. is original to him/her and that the entrant has obtained all necessary rights for the purposes of submitting his/her Entry for the purposes of this Contest;

- ii. does not violate any law, statute, ordinance or regulation;
- iii. does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such;
- iv. will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims whatsoever; and
- v. is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor; conduct or other activities in violation of these Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

5. LICENSE:

By entering the Contest and submitting an Entry, each entrant: (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Entry, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Entry in favour of the Sponsor; and (iii) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Released Parties**”) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action that relate in any way to the Entry. For greater certainty and the avoidance of any doubt, the Sponsor reserves the right, in its sole and absolute discretion and at any time, to disqualify any Entry and/or the associated entrant if a complaint is received with respect to the Entry, if the Sponsor determines, in its sole and absolute discretion, that any Entry does not comply with these Rules, or for any other reason.

6. THE PRIZE:

There is one (1) prize available to be won, consisting of ten thousand dollars (\$10,000 CDN) to be awarded in the form of a cheque (the “**Prize**”). Prize must be accepted as awarded and is not transferable or assignable (except as may be specifically permitted by the Sponsor in its sole and absolute discretion). No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater retail value. None of the Released Parties make any representation or offer any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the 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 Released Parties should his/her 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 the Prize, the 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.

7. WINNER SELECTION (“**Random Draw**”):

On December 21, 2018 (the “**Draw Date**”) in Brantford, ON at approximately 2:00 p.m. ET, one (1) Eligible Entrant 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 the Prize depend on the number of Eligible Entries submitted and received during the Contest Period.

8. WINNER NOTIFICATION AND CONFIRMATION:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the 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 three (3) business days of Draw Date. If the potential Prize winner cannot be contacted within three (3) 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 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 THE CONFIRMED PRIZE WINNER, the 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 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 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 the 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) the 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 the 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).

9. GENERAL CONDITIONS:

All Entry materials 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 the 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 or traffic congestion on the internet or at any website; or lost or delayed mail; (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 forgoing, 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; the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.