

Kellogg's* Free Retro Flying Disc Offer – 2023

Official Terms and Conditions

1. **AGREEMENT:** By participating in the *Kellogg's** Retro Flying Disc Offer (2023) (the “**Retro Flying Disc Offer**”), you agree to be bound by these Terms and Conditions (the “**Terms**”).
2. **ELIGIBILITY:** In order to be eligible to participate in this Retro Flying Disc Offer, you must be a legal resident of Canada, have a valid Canadian shipping address, have reached the age of majority at the time of participation and have a valid e-mail account. Internet access is required for redemption. This Retro Flying Disc 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 Retro Flying Disc Offer (the “**Offer Parties**”).
3. **RETRO FLYING DISC OFFER:** With the purchase of two (2) specially-marked packages of Participating Products (as defined in Section 5 below), while quantities last, within one transaction (one single sales receipt) during the Purchase Period (as defined in Section 4 below), you could be eligible to receive one (1) *Kellogg's** retro flying disc (the “**Retro Flying Disc**” or “**Retro Flying Discs**”). There is a limit of four (4) Retro Flying Discs per household (see Section 9 below) while supplies last. There is a maximum of 25,793 Retro Flying Discs available for this Retro Flying Disc Offer.
4. **RETRO FLYING DISC OFFER PERIOD:** To be eligible to receive this Retro Flying Disc Offer, purchases of the Participating Products (as defined in Section 5 below) must be made within one transaction (on one single sales receipt) on or before May 31, 2023 (the “**Purchase Period**”) at a participating Canadian retailer, while supplies last. The Request (as defined in Section 6 below) must be submitted on or before 11:59:59 p.m. EST on June 30, 2023 and can only be used once to request a Retro Flying Disc (the “**Retro Flying Disc Offer Closing Date**”).
5. **PARTICIPATING PRODUCTS:** The following 4 *Kellogg's** products (the “**Participating Products**”) are available at retailers across Canada, while supplies last:
 - Kellogg's Corn Flakes** Cereal - 340 g
 - Kellogg's Rice Krispies** Cereal - 340 g
 - Kellogg's Froot Loops** Cereal – 345 g
 - Kellogg's Frosted Flakes** Cereal – 425 g
6. **HOW TO PARTICIPATE:** Prior to participating in the Retro Fling Disc 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 6MB) 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.Kelloggs.ca/RetroPromo (the “**Website**”) for details.
 - 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) Once you have registered and/or logged in you will a code will be sent to the email you have registered and/or logged in with. Please retrieve the code from your email and enter the code as shown in the email onto the offer registration page.
- d) After you are logged in as a *Kellogg's** member, please confirm your contact information including address and upload the photograph image of your original sales receipt in accordance with the online instructions and click “Upload” (the “**Request**”).
- e) You may submit one (1) to four (4) Requests per household prior to the Retro Flying Disc Offer Closing Date, and each Request must show the purchase of a minimum of two (2) Participating Products. For example, you may submit four (4) separate and unique sales receipts, each showing the purchase of two (2) Participating Products to receive one (1) Retro Flying Disc per Request for a total of four (4) Retro Flying Disc’s, or you may submit one (1) sales receipt showing the purchase of eight (8) Participating Products to receive four (4) Retro Flying Disc’s, or you may submit one (1) sales receipt showing the purchase of four (4) Participating Products to receive two (2) Retro Flying Disc’s, and another sales receipt showing the purchase of two (2) Participating Products to receive one (1) Retro Flying Disc for a total of three (3) Retro Flying Disc’s.
- f) Upon receipt of the required information set out in (c) above, we will send a confirmation email indicating that your Request is being validated by Kellogg and the Offer Parties. Please allow up to 72 hours for validation processing. Please ensure you check your inbox, spam or junk folders after 72 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.
- g) If your Request is determined to be valid and approved by Kellogg and the Offer Parties (in its sole discretion), you will receive a confirmation email once your submission has been fully processed.

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 Retro Flying Disc 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 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 with the unique hyperlink from Kellogg, including, but not limited to, inbox, junk and 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 RETRO FLYING DISC:** Your retro flying disc will arrive in the mail in approximately 3-5 weeks from the date that the Retro Flying Disc Offer was claimed and will be mailed to the address submitted, provided such address is a valid Canadian shipping address. Kellogg and its Offer Parties are not responsible for any lost, stolen, misdirected, delayed or damaged shipments.
9. **LIMITS:** There is a limit of four (4) Retro Flying Disc’s (and therefore four Requests) per household, which shall be determined by using your shipping address. Each sales receipt can only be used one (1) time in relation to this Retro Flying Disc Offer and can only be submitted once before the Retro Flying Disc Offer

Closing Date. For the avoidance of doubt, a person can only use one (1) email address and one (1) shipping address to participate in this Retro Flying Disc 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 four (4) Retro Flying per household; (ii) use the same sales receipt 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 Retro Flying Disc Offer; then his/her submitted Request may be disqualified from this Retro Flying Disc 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 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.

10. **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 Retro Flying Disc 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 Retro Flying Disc Offer; and/or (iii) for any other reason Kellogg deems necessary, in its sole discretion, for the purposes of administering this Retro Flying Disc 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, at 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 Retro Flying Disc Offer computers or Kellogg. The sole determinant of this time for the purposes of this Retro Flying Disc Offer will be the official time-keeping device(s) used by Kellogg.

11. **GENERAL CONDITIONS:**

- All Requests become the property of Kellogg. All decisions made by Kellogg in respect of this Retro Flying Disc 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 Retro Flying Disc 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 Retro Flying Disc Offer in a way that is not consistent with the spirit of the Retro Flying Disc Offer, your Requests will be disqualified and the Retro Flying Disc Offer award will be void, and you will not receive a Retro Flying Disc.
- Standard data rates may apply to participants who choose to participate in this Retro Flying Disc Offer via a wireless mobile device (including, without limitation, submitting a receipt via a wireless device). Please call your service provider for pricing and service plan information and rates before wireless mobile device participation.

- By participating in this Retro Flying Disc 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 Retro Flying Disc Offer and in accordance with Kellogg privacy policy available at 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 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 Retro Flying Disc Offer; (v) anyone being incorrectly and/or mistakenly identified as eligible to receive any email communication; or (vi) any combination of the above.
- If for any reason any aspect of this Retro Flying Disc 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 Retro Flying Disc Offer, Kellogg may, in its sole discretion, cancel, terminate, modify or suspend the Retro Flying Disc 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 Retro Flying Disc 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 Retro Flying Discs awarded in connection with this Retro Flying Disc Offer. To the fullest extent permitted by applicable law, each confirmed recipient of a Retro Flying Disc 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 Retro Flying Disc fail to be fit for its purpose or is in an way unsatisfactory.
- If you attempt to compromise the integrity or the legitimate operation of this Retro Flying Disc 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 Retro Flying Disc 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 Retro Flying Disc Offer or accepting or using the Retro Flying Disc.
- In the event of any discrepancy or inconsistency between the terms and conditions of these English Terms, disclosures or other statements contained in any Retro Flying Disc 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.

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