

**Pringles\* Gears 5 In Game Content Offer****Official Terms and Conditions**

1. **AGREEMENT:** By participating in the *Pringles\** Gears 5 In Game Content Offer (the “**Offer**”), which includes the Walmart Offer defined in Section 4 below, you agree to be bound by these Terms and Conditions (the “**Terms**”).
2. **ELIGIBILITY:** In order to be eligible to participate in this Offer (including the Walmart Offer), you must be a legal resident of Canada, be located in Canada, have reached age of majority in your province or territory of residence at the time of participation and have a valid e-mail account. Purchase is necessary and internet access is required. Redeeming this Offer (including the Walmart Offer) requires Gears 5 game, an Xbox One console or Windows PC (all sold separately) and a Microsoft account in good standing. This Offer (including the Walmart 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 (including the Walmart Offer) (the “**Offer Parties**”).
3. **OFFER:** With the purchase of one (1) specially-marked package of the Participating Products, listed in Section 6 (each a “**Qualifying Purchase**”), while supplies last and during the Offer Period (as defined in Section 5), you could be eligible to receive a special Gears 5 code for three (3) days of a Boost to instantly up your skills in game (the “**3-Day Boost**”). Boost(s) require Gears 5 game (sold separately).
4. **WALMART OFFER:** If you have made a Qualifying Purchase at a Walmart retailer (the “**Walmart Offer**”), you could be eligible to receive a choice of either: (a) a special Gears 5 Banner (the “**Banner**”); or (b) a 3-Day Boost. If you select the Banner for your Qualifying Purchase made at a Walmart retailer, any additional Qualifying Purchases you make at a Walmart retailer will be eligible to receive a 3-Day Boost, subject to the Limits set out in Section 9 below.
5. **OFFER PERIOD:** To be eligible to receive this Offer (including the Walmart Offer), purchases of the Participating Products (as defined in Section 6 below) must be made between October 1, 2019 and December 31, 2019 (the “**Offer Period**”) at a participating Canadian retailer, while supplies last. Any requests for the Offer, including the Walmart Offer, must be received by no later than 11:59:59 p.m. EST on December 31, 2019.
6. **PARTICIPATING PRODUCTS:** The following participating *Pringles\** products (the “**Participating Products**”) are available at retailers across Canada, while supplies last:
  - *Pringles\** Original Potato Chips – 148 g
  - *Pringles\** Sour Cream and Onion Potato Chips – 156 g
  - *Pringles\** BBQ Potato Chips – 156 g
  - *Pringles\** Salt & Vinegar Potato Chips – 156 g

Each specially-marked package of the Participating Products listed above will contain one unique (1) PIN Code printed under the foil lid. PIN Codes must be redeemed by no later than December 31, 2019.

7. **HOW TO PARTICIPATE:** In order to participate in this Offer (including the Walmart Offer), you must be a registered member of Kellogg's\* and have completed the following steps:
- Go to [www.pringles.ca](http://www.pringles.ca) and click the "Game On" button or the "Promotions" tab to access the Gears 5 Landing Page.
  - If you are already a registered *Kellogg's\** member, click the "Log In" button to log into your existing *Kellogg's\** account. To become a registered *Kellogg's\** member, click the "Register" button and complete the registration by entering in all of the required information, including your valid e-mail address.
  - Select the retailer from which you purchased the Participating Product.
  - When prompted, enter your PIN Code which is printed under the foil lid of the Participating Product. PIN Codes must be redeemed no later than 11:59:59 p.m. EST on December 31, 2019.
  - If your PIN Code is determined to be valid (a "**Request**"), you will receive a 25-character code (the "**Gears 5 Content Code**"). If you have made a Qualifying Purchase at a Walmart retailer, you will have the choice to redeem your Gears 5 Content Code for either a Banner or 3-Day Boost. You can redeem the Gears 5 Content Code by clicking on "Redeem Code". Alternatively, you can redeem your Gears 5 Content Code via the separate email, which Kellogg will send to you containing the same Gears 5 Content Code, and then proceed to click on "Redeem Code" within the email.
  - After clicking "Redeem Code", you will be directed to [www.redeem.microsoft.com](http://www.redeem.microsoft.com) to either create an account with Microsoft (for free), or log into your existing Microsoft account. Once logged into your Microsoft account, you account will be credited with the Offer (including the Walmart Offer).
8. **HOW TO REDEEM WITH MICROSOFT:** You can redeem the Offer (including the Walmart Offer) either online or via the Xbox One dashboard. To redeem online via Microsoft, you must visit <https://redeem.microsoft.com> to either create a Microsoft account (for free) or log into your existing Microsoft account. Once you are signed in, enter the Gears 5 Content Code and then select "Redeem". The Gears 5 Content Code must be redeemed in your Microsoft account by no later than February 15, 2020. To redeem via the Xbox One dashboard, you must sign onto the Microsoft account for which you want to redeem the Gears 5 Content Code. From the "Home" screen, scroll right to "Store" and under "Games", select "Use a Code" and enter the Gears 5 Content Code. Use the onscreen keyboard to enter the Gears 5 Content Code on the "Enter Your Code" screen, then select "Enter", and then select "Confirm". Once the Gears 5 Content Code is redeemed, you will receive a confirmation message. Gears 5 Content Code requires Gears 5 game, an Xbox One console or Windows PC (all sold separately) and a Microsoft account in good standing. Microsoft is not a sponsor of this Offer (including the Walmart Offer).
9. **LIMITS:** There is a limit of three (3) PIN Codes per day per person for any Gears 5 Content Code and a limit of one (1) Banner per person for the Walmart 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 (including the Walmart 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 hundred and twenty five codes per person for any Gears 5 Content Code; (ii) use the same PIN Code more than one time; or (ii) use multiple names, identities, email addresses, addresses or any 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 or to disrupt this Offer (including the Walmart Offer), then his/her submitted Request may be disqualified from this Offer (including the Walmart 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, Microsoft, 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. **PIN CODES:** PIN Codes may only be entered once, please type your PIN Code carefully. PIN Codes are not redeemable for cash, transferable or assignable for any reason, and are not transferable upon death. The sale, barter, transfer, or assignment of any PIN Codes, other than by Pringles, is strictly prohibited. Lost PIN Codes will not be replaced.
11. **VERIFICATION:** All Requests 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 (including the Walmart Offer); (ii) for the purposes of verifying the eligibility and/or legitimacy of a Request or other information entered for the purposes of this Offer (including the Walmart Offer); and/or (iii) for any other reason Kellogg deems necessary, in its sole discretion, for the purposes of administering this Offer (including the Walmart Offer) in accordance with Kellogg interpretation of the letter and/or 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 (including the Walmart Offer) computers or Kellogg. The sole determinant of this time for the purposes of this Offer (including the Walmart 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 (including the Walmart 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 Gears 5 Content Code 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 (including the Walmart Offer) award will be void, and you will not receive a Gears 5 Content Code.

- Standard data rates may apply to participants who choose to participate in this Offer via a wireless mobile device (including, without limitation, submitting a PIN Code 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 Offer (including the Walmart 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 (including the Walmart 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) a 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 Offer (including the Walmart Offer); (v) anyone being incorrectly and/or mistakenly identified as eligible to receive a the Gears 5 Content Code; or (vi) any combination of the above.
- If for any reason any aspect of this Offer (including the Walmart 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 (including the Walmart 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 (including the Walmart 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 Gears 5 Content Code awarded in connection with this Offer (including the Walmart Offer). To the fullest extent permitted by applicable law, each confirmed recipient of a Gears 5 Content Code 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 Gears 5 Content Code 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 Offer (including the Walmart 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 (including the Walmart 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 Gears 5 Content Code. You acknowledge and agree that by clicking on "Redeem Code" and using the Gears 5 Content Code, 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 or Walmart 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 is deemed void or otherwise unenforceable at law, then that provision shall be deemed to be excluded and the remainder of these Terms shall remain valid and enforceable to the fullest extent permitted by law.