

PRINGLES* POPPIN' PRIZES CONTEST

FULL CONTEST RULES

(the "Contest Rules")

THIS CONTEST IS FOR LEGAL RESIDENTS OF CANADA ONLY WHO HAVE REACHED THE AGE OF MAJORITY IN THEIR PROVINCE/TERRITORY OF RESIDENCE. See below for additional eligibility requirements.

HOW TO ENTER

1. The *Pringles** Poppin' Prizes Contest (the "**Contest**") commences at 12:00:01 AM EST on June 13, 2016 and concludes at 11:59:59 PM EST on December 31, 2016 (the "**Contest Period**"). The time at which the Contest concludes is referred to in these Contest Rules as the "**Contest Closing Time**".
2. To enter the Contest for a chance to win one (1) of three hundred one thousand two hundred fifty-five (301,255) instant win prizes (each an "**Instant Win Prize**") go to www.pringles.ca (the "**Website**"), follow the online instructions to complete and submit an official online entry form (the "**Entry Form**"), correctly answer the skill testing question, and provide the PIN Code from specially marked packages of *Pringles** products. To submit an entry form, you must confirm that you have read and agree to the Contest Rules.
3. **NO PURCHASE NECESSARY:** To obtain a *Pringles** PIN Code without purchase, send a request for one (1) PIN Code, together with a self-addressed postage-paid envelope, to: *Pringles** Poppin' Prizes Contest, P.O. Box 4099, Paris, Ontario, N3L 3W9. One (1) PIN Code and a copy of the Contest Rules will be returned in each self-addressed, postage-paid envelope received. Only one (1) PIN Code request can be made per external envelope. Requests must be received by December 15, 2016 at the above address for timely processing and return; any requests received after such date will not be processed.

ELIGIBILITY

4. The Contest is open to legal residents of Canada only who have reached the age of majority in their province/territory of residence, excluding (a) employees, directors, officers, representatives and agents of (i) Kellogg Canada Inc., (the "Sponsor") (ii) its advertising and promotional agencies, (iii) participating retailers, and (iv) the independent judging organization (defined below as the Contest Management Organization), and (b) all persons with whom those in (a) are domiciled. An entrant must meet the eligibility criteria set out in these Contest Rules from the time of entry until the time he/she is confirmed a winner (if he/she becomes a winner). Without limiting any other provision of these Contest Rules, and with the exception of Free Product Coupon prize winners, an entrant may not be confirmed a winner until the completed and signed Prize Claim Form is received at the address, and within the time period, set out in paragraph 15 of these Contest Rules (see below for details respecting Prize Claim Form and other Contest requirements).
5. The Sponsor reserves the right to require proof of eligibility, which proof shall be in the form required by the Sponsor.

PRIZES AND ODDS OF WINNING:

6. There are three hundred one thousand two hundred fifty-five (301,255) Instant Win Prizes available to be won at the outset of this Contest. Three hundred one thousand two hundred fifty five (301,255) PIN codes are randomly seeded during the Contest Period. At the outset of this Contest, the

approximate odds of winning an Instant Win Prize are 1 in 10 and decrease as prizes are awarded. The Instant Win Prizes are as follows:

Prizes	Approximate Retail Value ("ARV")	Quantity Available to be Won
\$10,000 Cash	\$10,000	5
Microsoft Surface 3	\$899	100
Fujifilm InstaX Bundle	\$500	300
Free Product Coupons	\$2.50	300,850

The following general conditions apply to each Instant Win Prize: (i) Instant Win Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions except at Sponsor's option; (iii) if the winner does not utilize any part(s) of the Instant Win Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (iv) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Instant Win Prize or any component thereof; and (b) substitute the Instant Win Prize or a component thereof for any reason with an Instant Win Prize or Instant Win Prize component(s) of equal or greater value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (v) by accepting the Instant Win Prize, the winner agrees to waive all recourse against the Releasees if the Instant Win Prize or a component thereof does not prove satisfactory, either in whole or in part; and (vi) the Instant Win Prize will only be awarded to the eligible entrant whose verifiable full name and valid e-mail address appears on the entry form. All taxes, fees, and other costs not expressly covered by the Sponsor are the responsibility of the individual winner. Spotify 1-year membership Prizes are subject to the terms and conditions of the issuer.

HOW PRIZES ARE AWARDED

7. Register to enter the Contest by following the online instructions and entering a valid PIN Code found on specially marked packages of *Pringles** products. One (1) chance to win per PIN Code. Upon entering you will be informed whether you have potentially (pending PIN Code verification and skill testing question) won an Instant Win Prize. If your entry does not entitle you to an Instant Win Prize, you will receive a message which states: "Sorry you did not win an Instant Win Prize, please try again". If your entry entitles you to potentially win one of the Instant Win Prizes (pending PIN Code verification and skill testing question), a message will appear which states: "Congratulations. You have been selected to win". Due to possible program or computer errors you are not automatically a winner until the PIN Code is verified. Instant Win Prizes will be awarded based on PIN Code as stated above. At the outset of the Contest, the overall odds of winning an Instant Win Prize are 1 in 10. The number of Instant Win Prizes available to be won will decrease as Instant Win Prizes are claimed throughout Contest Period.
8. **Free Product Coupon Prize:** If your PIN Code is a verified, valid winning PIN Code of a Free Product Coupon, your Free Product Coupon will be sent to you by mail to the mailing address you provided on your Contest Entry Form.
9. **All Other Prizes:** If your PIN Code is potentially a winning PIN Code, you will be notified by phone or e-mail to confirm eligibility within fourteen (14) days of the Instant Win Prize notification. Prior to being declared a winner, a Prize Claim Form will be e-mailed to you for completion (see below for details regarding the Prize Claim Form). If an Instant Win Prize entrant cannot be contacted within

fourteen (14) days of the Instant Win notification (including, where an e-mail is sent, if a response is not received within such fourteen (14) day period), or if an Instant Win Prize entrant is ineligible or does not comply with the Contest Rules, such entrant will have forfeited his/her opportunity to win an Instant Win Prize, the Instant Win Prize will be forfeited and will go unawarded.

10. Any Instant Win Prizes unclaimed at the end of the Contest Period will go unawarded.

SKILL-TESTING QUESTION

11. Prior to being declared a winner of an Instant Win Prize, a potential winner must first correctly answer the mathematical skill-testing question on the Contest Website at the time of each Contest entry, without the assistance of another person and without any mechanical, electronic or other similar assistance such as a calculator or computer.

PRIZE CLAIM FORM

12. Prize Claim Forms will include the following amongst other things: (i) a declaration that the winner meets the eligibility criteria and agrees to the Contest Rules; (ii) a publicity consent allowing the Sponsor and its advertising and promotional agencies to use the winner's name, address, voice, likeness, biographical information and any comments about the Contest for publicity; and (iii) a liability release/waiver in the form required by the Sponsor.
13. Completed and signed Prize Claim Forms must be (i) scanned and emailed to contests@themarkcorporation.com; or (ii) faxed to 1-888-281-9997; or (iii) sent by mail to: *Pringles** Poppin' Prizes Contest, P.O. Box 4099, Paris, Ontario, N3L 3W9. THE SIGNED PRIZE CLAIM FORM MUST BE RECEIVED AT THE ADDRESS INDICATED ABOVE NO LATER THAN 5:00 p.m. EST on January 17, 2017, OR INSTANT WIN PRIZE WILL BE FORFEITED. It is recommended that Prize Claim Forms be sent by registered mail with return receipt requested and that a photocopy of your completed Prize Claim Form be kept for your records. All Prize Claim Forms become the property of the Sponsor, and none will be returned.
14. Prize Claim Forms obtained from unauthorized sources or which are illegible, mutilated, altered, forged, counterfeited or irregular in any way are void.
15. Delivery of each Instant Win Prize will be coordinated through the contact information provided on the Prize Claim Form.

PRIVACY

16. The Sponsor respects your privacy. Subject to paragraph 19, personal information provided on entry forms and otherwise provided in connection with the Contest is being and will be collected, used and disclosed by the Sponsor and/or by third-party service providers on behalf of the Sponsor (including the Contest Management Organization), only for purposes of administering and conducting this Contest (including determining eligibility), including awarding and delivering prizes (collectively, the "**Purposes**"), and for no other purpose. For a copy of our Privacy Policy, please visit www.kelloggs.ca.

In connection with the Purposes, your information may be processed and stored in one or more jurisdictions outside Canada (which may include the United States), and may be subject to access by regulatory authorities in those jurisdictions.

17. If an entrant becomes a winner of this Contest, his/her name, the fact that he/she is a winner of this Contest, his/her voice/statements and/or any photograph/likeness/video of him/her, may be used, without notice or compensation, in any subsequent publicity or advertising by or on behalf of the Sponsor relating to this Contest or any similar contests that may be conducted in the future by or on behalf of the Sponsor.

18. No communications will be entered into except with potential prize claimants.

GENERAL

19. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different e-mail addresses, identities, registrations and logins, or any other methods will void that participant's entries and that participant may be disqualified at the discretion of the Sponsor or Contest Management Organization. Use of any automated system to participate is prohibited and will result in disqualification.
20. All decisions in all matters relating to this Contest shall be made in the sole discretion of the Contest Management Organization and/or the Sponsor and all such decisions are final and binding on all entrants, subject to the jurisdiction of the Régie des alcools, des courses et des jeux, where applicable.
21. The Sponsor's computer or the computer of its designated advertising and promotional agency is the sole determinant of time of receipt of an entry. For clarity, if an entry is received at the Contest Closing Time, it is considered to be received by the Contest Closing Time for purposes of these Contest Rules.
22. In the event of a dispute as to whose entry a potential winning entry is, the potential winner will be the person identified on the potential winning entry form as the entrant.
23. Proof of sending (regardless of method of sending) is not proof of receipt by Sponsor, its advertising or promotional agency or the Contest Management Organization.
24. Persons eligible to win the Instant Win Prizes in this Contest may not transfer such Instant Win Prizes or substitute such Instant Win Prizes for cash or otherwise and must accept such Instant Win Prizes as awarded. Sponsor reserves the right in its absolute discretion to make substitutions of equivalent kind or value in the event of the unavailability of all or part of any Instant Win Prize for any reason whatsoever. Unclaimed Instant Win Prizes will not be awarded.
25. Except to the extent prohibited by applicable legislation, each entrant: (a) releases the Sponsor, the Contest Management Organization, its advertising and promotional agency, and their affiliates (including their respective successors and assigns), and all of their respective employees, directors, officers, agents and representatives (collectively, the "**Released Parties**") from and against any and all claims and liability (including costs and expenses related thereto) in any way relating to or arising in connection with the Contest, and (b) agrees not to make any claim against any of the Released Parties, or any claim against any third party which may result in a claim against any of the Released Parties, in respect of any matter in any way relating to or arising in connection with the Contest. Without limiting the generality of the foregoing and except to the extent prohibited by applicable legislation, each entrant agrees that the Released Parties are not responsible for: (a) lost, stolen, late, damaged, destroyed, illegible, incomplete, improperly completed, misdirected or postage-due correspondence (including e-mail transmissions), Contest entries, Prize Claim Forms or UPC codes, as applicable; (b) any failure or slowdown of the Website or any failure or slowdown of any Contest programs or software supporting, connected to or related to the Contest; (c) any problem, technical malfunction or slowdown of or relating to any telephone network or lines, computer online systems, servers, access providers, equipment or software; (d) any faulty electronic data transmission; (e) any other difficulties of whatever nature in the conduct and administration of the Contest; (f) any injury or damage to an entrant or any other person or their computer or other property in any way relating to or arising in connection with participating in this Contest or downloading any material related thereto; and (g) any injury or damage caused in any way by use or misuse of the Instant Win Prize or any additional fees, taxes, or charges incurred as a result of acceptance, possession, or use of the Instant Win Prize.

26. Subject to the jurisdiction of the Régie des alcools, des courses et des jeux in Québec, the Sponsor reserves the right to modify, cancel, suspend and/or terminate this Contest at any time and for any reason, without notice. In the event of Contest cancellation, any remaining Instant Win Prizes still to be won will, in the Sponsor's sole discretion, be deemed expired and void and will be ineligible for Contest play, and, without limiting any other provision of these Contest Rules, the Released Parties shall not have any further liability with respect thereto.
27. The Sponsor may, in its sole discretion and without notice, terminate the right of any participant in the Contest or user of the Website to participate in the Contest or use the Website.
28. Any attempt to deliberately damage or undermine the Website and/or the legitimate operation of this Contest is a violation of criminal and civil laws, and should such attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
29. All content on the Website is the property of the Sponsor or Kellogg Company and used under licence by the Sponsor. The Sponsor grants a limited license to each user of the Website for personal use only. Any non-personal use, including reproduction, modification, distribution, transmission or display, of the content on the Website is strictly prohibited. The Released Parties are not responsible for the availability or content of any other website to which the Website is linked.
30. This Contest is subject to all applicable federal, provincial and municipal laws and regulations. Any dispute shall be adjudicated in the Courts sitting in Toronto, Ontario.
31. For Québec 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 a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.
32. A copy of the Contest Rules is available by sending in a request for a copy, together with a postage-paid self-addressed envelope, to *Pringles** Poppin' Prizes Contest, P.O. Box 4099, Paris, Ontario, N3L 3W9, or online at www.pringles.ca.

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Short Rules:

NO PURCHASE NECESSARY. Enter online at pringles.ca with PIN code from specially marked Pringles* packages. Mail-in to receive PIN code without purchase. Contest closes December 31, 2016. Open to Canadian residents over age of majority. 301,255 instant win prizes available to be won, consisting of 5 prizes of \$10,000 cash; 100 prizes of a Microsoft Surface 3, with an approximate retail value ("ARV") of \$899 each; 300 prizes of a Fujifilm InstaX Bundle, ARV \$500 each; and 300,850 free product coupons, ARV \$2.50 each. Skill-testing question required. Limit 1 entry per PIN code. 301,255 PIN codes randomly seeded during contest period. Odds of winning are 1 in 10 and decrease as prizes are awarded. See full contest rules.