

KELLOGG'S* BIRTHDAY KIT CONTEST

FULL CONTEST RULES

(the "Contest Rules")

THIS CONTEST IS FOR LEGAL RESIDENTS OF CANADA ONLY. See below for additional eligibility requirements.

HOW TO ENTER

1. The Kellogg's* Birthday Kit Contest (the "**Contest**") commences at 12:00am EST on November 1, 2010 and concludes at 11:59pm EST on November 1, 2011 (the "**Contest Period**"). The time at which the Contest concludes is referred to in these Contest Rules as the "**Contest Closing Time**".
2. Kellogg's Out of Home customers will automatically receive one (1) entry into the Contest when they place an order for a free Birthday Kit online at <https://www.themarco.com/KelloggsOutOfHome/> (the "**Website**") or fax fully completed Birthday Kit order form into 1-866-779-4442 or email fully completed Birthday Kit order form into BirthdayProgram@TheMarcoCorporation.com or mail fully completed Birthday Kit order form into PO Box 5019, Paris, ON, N3L 3W5.

ELIGIBILITY

3. The contest is open to legal residents of Canada only who have reached the age of majority in their Province/Territory of residence and who are Out of Home customers, 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, an entrant will 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 14 of these Contest Rules (see below for details respecting Prize Claim Form and other Contest requirements).
4. 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:

5. There is one (1) Grand Prizes ("**Grand Prize**") available to be won at the outset of this Contest.
6. Grand Prize consists of: a two (2) hour visit during lunch with *Tony the Tiger* to be held at the Grand Prize winning location that will be held on a mutually agreed upon date. Approximate retail value of the Grand Prize is Three Hundred Canadian Dollars (\$300.00). Approximate odds of winning a Grand Prize depend on the total number of eligible entries received by the Contest Closing Time.
7. All taxes and other costs not expressly covered by the Sponsor are the responsibility of the individual winner.

HOW GRAND PRIZES ARE AWARDED

8. A random draw ("**Grand Prize Draw**") to award the Grand Prizes, subject to these Contest Rules (including without limitation the Prize Claim Form and skill-testing question requirements set out below), will occur on November 2, 2011 at 2:00pm EST in Brantford, Ontario from all eligible entries received by the Contest Closing Time. The Grand Prize Draw will be conducted by an independent judging organization (the "**Contest Management Organization**"). One entry will be randomly drawn in respect of each Grand Prize available to be won.
9. If your entry is selected in the Grand Prize Draw as a potential winner of a Grand Prize, you will be notified by phone or e-mail to confirm eligibility.
10. 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 and the skill-testing question requirement).
11. If a selected entrant cannot be contacted within 14 days of the draw (including, where an e-mail is sent, if a response is not received within such 14 day period), or if a selected entrant is ineligible or does not comply with the Contest Rules, such entrant will have forfeited his/her opportunity to win a prize and an alternate entrant will be selected by random draw to win, subject to these Contest Rules.

SKILL-TESTING QUESTION

12. Prior to being declared a winner of a Grand Prize, a potential winner must first correctly answer the mathematical skill-testing question on the Prize Claim Form provided in the time specified on the Prize Claim Form, without the assistance of another person and without any mechanical, electronic or other similar assistance such as a calculator or computer. If an entrant is a potential winner of more than one prize, he/she will be required to answer one skill-testing question per potential prize.

PRIZE CLAIM FORM

13. Prize Claim Forms will include a declaration, publicity consent, and release/waiver in the form required by the Sponsor.
14. Completed and signed Prize Claim Forms must be sent to: Kellogg's Birthday Kit 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 November 30, 2011, OR 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.
15. Prize Claim Forms obtained from unauthorized sources or which are illegible, mutilated, altered, forged, counterfeited or irregular in any way are void.
16. Prizes will be delivered to the address on the Prize Claim Form. Please allow 6-8 weeks for delivery.

PRIVACY

17. The Sponsor respects your privacy. 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.

Personal information collected in connection with this Contest will be kept primarily in an electronic database. Should you wish to ask for access to your file and/or ask that information in it be changed, please send a written request to Kellogg's Birthday Kit Contest (attention: Stacey Barker) at 470 Hardy Rd, Brantford, ON, N3V 6T1. Within the Sponsor, access to your personal information will be limited to persons involved with the Purposes.

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.

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

GENERAL

20. 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 maybe disqualified. Use of any automated system to participate is prohibited and will result in disqualification.
21. 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.
22. 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.
23. 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.
24. Proof of sending (regardless of method of sending) is not proof of receipt by Kellogg Canada Inc., its advertising or promotional agency or the Contest Management Organization.
25. Persons eligible to win the prizes in this Contest may not transfer such prizes or substitute such prizes for cash or otherwise and must accept such prizes as awarded. Kellogg Canada Inc. 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 prize for any reason whatsoever.
26. 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; and (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.

27. 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 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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 Régie only for the purpose of helping the parties reach a settlement.
33. 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 Kellogg's Birthday Kit Contest, P.O. Box 4099, Paris, Ontario, N3L 3W9.

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