

**THE MLS SOCCER CONTEST (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 April 10, 2021 at 12:00:01 a.m. Eastern Time (“ET”) and ends on September 10, 2021 at 11:59:59 p.m. ET (the “Contest Period”).

2. ELIGIBILITY:

The 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, officers, directors, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Kellogg Canada Inc. (the “Sponsor”), The Marco Corporation, Major League Soccer L.L.C. (“MLS”) and its member teams, Soccer United Marketing, L.L.C., MLS Canada ULC and each of their respective parents, governors, subsidiaries, affiliates, directors, officers, shareholders, agents, 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 ways to enter.

PURCHASE ENTRIES: If you are an Eligible Entrant, in order to receive a purchase entry into the Contest, you may purchase one (1) specially-marked Participating Products (as defined in Rule 4 below) between April 10, 2021 at 12:00:01 a.m. ET and September 9, 2021 at 11:59:59 p.m. ET (“Eligible Transaction.”) Next, during the Contest Period, go to winaspportsden.ca (the “Purchase Website”) and follow the on-screen instructions to upload an image of the sales receipt (“Receipt”) showing your Eligible Transaction. The Receipt must show the item purchased, the date of purchase, and the store from which the purchase was made (“Participating Retailer”). Next, fully complete the official Contest Entry Form (the “Entry Form”), which requires you to: (a) enter your first name, last name, valid email address, telephone number, address, city and postal code; (b) indicate that you have read, accept and agree to be legally bound by the terms and conditions of these Official Contest Rules (“Rules”); and (c) verify that you have reached the age of majority in your province or territory of residence. When you have fully completed the Entry Form, click the “Enter” button to submit your entry (each, a “Purchase Entry,” collectively “Purchase Entries”). Purchase Entries must comply with these Rules. You must complete a unique Entry Form for each Eligible Transaction included on a Receipt.

NO PURCHASE ENTRIES: If you are an Eligible Entrant, to receive a no purchase entry into the Contest, you may go to Kelloggssoccer.com (“No Purchase Website”) during the Contest Period and follow the on-screen instructions to enter a fifty (50) word or more unique and original essay (“Essay”) about “Why I would love to win a Sports Den Package” (“No Purchase Entry Form”). Next, fully complete the official Entry Form which requires you to: (a) enter your first name, last name, valid email address, telephone number, address, city and postal code; (b) indicate that you have read, accept and agree to be legally bound by the terms and conditions of these Rules; and (c) verify that you have reached the age of majority in your province or territory of residence. When you have fully completed the Entry Form and you have agreed to the Rules, click the “Enter” button to submit your entry (each, a “No Purchase Entry,” collectively “No Purchase Entries”). No Purchase Entries must comply with these Rules.

Purchase Entry Forms and No Purchase Entry Forms are referred to each as an “Entry Form” or collectively as “Entry Forms.”

Purchase Entries and No Purchase Entries are referred to each as an **“Entry”** or collectively as **“Entries”**.

4. PARTICIPATING PRODUCTS:

The following is a list of the specially-marked Participating Products for the Contest (each, a **“Participating Product”** and collectively, the **“Participating Products”**):

Participating Product Description
Nutri-Grain* Apple Cinnamon Bars (295 g)
Nutri-Grain* Strawberry Bars (295 g)
Rice Krispies Squares* Bars Original (176 g)
Rice Krispies Squares* Bars Rainbow (176 g)
Pop-Tarts* Strawberry Pastries (384 g)
Pop-Tarts* S’Mores Pastries (384 g)
Pop-Tarts* Chocolate Fudge Pastries (384 g)
Pringles* Original Potato Chips (148 g)
Pringles* Sour Cream & Onion Flavour Potato Chips (156 g)
Pringles* Barbecue Flavour Potato Chips (156 g)
Pringles* Salt and Vinegar Flavour Potato Chips (156 g)
Cheez-It* Original Crackers (200 g)
Cheez-It* Hot and Spicy Crackers (200 g)
Cheez-It Crunch* Sharp White Cheddar Crackers (191 g)
Cheez-It Crunch* Zesty Cheddar Ranch Flavour Crackers (191 g)
Eggo* Original Waffles (280 g)
Eggo* Chocolate Chip Waffles (280 g)
Eggo* Blueberry Waffles (280 g)

5. INSTANT WIN PRIZES

There are fifty thousand six hundred twenty five (50,625) Instant Win Prizes (as defined below) available to be won at the outset of this Contest. The number of Instant Win Prizes available will decrease as Instant Win Prizes are awarded. The Instant Win Prizes are as follows:

“Instant Win Prizes” (details set out below)	Approximate Retail Value (“ARV”) in CAD	Quantity of Instant Win Prizes Available to be Won
Sports Den Package – each package includes one (1) 85” 4K smart television; one (1) premium soundbar; two (2) leather power reclining chairs and one (1) MLS Gift Card (\$200 value)	\$10,000.00	5
MLS Gift Card (\$200 value)	\$200.00	5
MLS Gift Card (\$100 value)	\$100.00	10
MLS Gift Card (\$50 value)	\$50.00	100
Free Product Coupon - Cheez-It* Crackers (191 g - 200 g)	\$3.49	7,500
Free Product Coupon – Pringles* Potato Chips (130 g - 156 g)	\$2.12	8,000
Free Product Coupon – Kellogg’s* Eggo Waffles or Pancakes (280 g - 620 g)	\$3.50 - \$5.99	15,000
Free Product Coupon - Rice Krispies Squares* Bars (up to 176 g) or Nutri-Grain* Bars (up to 295 g) or Pop-Tarts* Pastries (up to 384 g)	\$2.00	20,005

Instant Win Prizes are each referred to as an “**Instant Win Prize**”.

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 Released Parties (as defined below in Rule 7) 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.

Sports Den Packages: There are five (5) Sports Den Package Instant Win Prizes available to be won, each consisting of:

- one (1) 85” 4K smart television
- one (1) premium soundbar
- two (2) leather power reclining chairs; and
- one (1) MLS gift card (\$200 value) (collectively, the “**Sports Den Package**”)

Each Sports Den Package has an approximate retail value of ten thousand dollars (\$10,000). Items and features of the Sports Den Package are at the sole and absolute discretion of the Sponsor.

MLS Gift Cards: All MLS Gift Cards awarded as Instant Win Prizes are subject to the terms and conditions of their issuer.

All Free Product Coupons: All Free Product Coupons (as defined below in Rule 6) awarded as Instant Win Prizes are subject to the terms and conditions thereon.

None of the Released Parties make any representation or offers any warranty, express or implied, as to the quality or fitness of any Instant Win Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each 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 other Released Parties should the 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 Instant Win Prize, each confirmed winner agrees to waive all recourse against Sponsor and all of the other Released Parties if his/her Instant Win Prize or a component thereof does not prove satisfactory, either in whole or in part.

6. HOW INSTANT WIN PRIZES ARE AWARDED:

Upon submitting your Entry, you will be informed whether you have potentially (pending Receipt or Essay verification and correctly answering a mathematical skill testing question) won an Instant Win Prize. If your Entry entitles you to potentially win one (1) of the Instant Win Prizes (pending Receipt or Essay verification and correctly answering a skill testing question), a message will appear which states: "Congratulations. You are a potential winner". Due to possible program or computer errors or invalid Receipts or Essays, you are not automatically a winner until your Receipt or Essay is verified and your answer to the mathematical skill testing question is confirmed as accurate. Instant Win Prizes will be awarded based on randomly programmed Contest Entry times. The odds of winning depend on the number and timing of Entries received during the Contest Period. The number of Instant Win Prizes available to be won will decrease as Instant Win Prizes are claimed throughout Contest Period.

SKILL-TESTING QUESTION: 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 without the assistance of another person and without any mechanical, electronic or other similar assistance such as a calculator or computer.

Free Product Coupon Instant Win Prizes: Within three (3) business days after Entry, each potential winner of a Coupon prize will receive an email stating either their Entry was (a) verified as valid, or (b) was not verified as valid, and giving the reason for the rejection. If your Receipt or Essay is a verified as valid for winning a Free Product Coupon prize (each a "**Free Product Coupon**"), your Free Product Coupon Instant Win Prize will be sent to you by mail to the mailing address you provided on your Contest Entry Form. Please allow four (4) to six (6) weeks for Free Product Coupon Instant Win Prize delivery.

MLS Gift Card, and Sports Den Package Instant Win Prizes: If your Receipt or Essay is a verified as valid for winning a MLS Gift Card or Sports Den Package Instant Win Prize, the Sponsor or its designated representative will make a minimum of three (3) attempts to contact the potential Instant Win Prize winner by telephone or email (as determined by the Sponsor at its sole and absolute discretion) using the information provided when the corresponding Entry was submitted, within three (3) business days of Entry. If the potential Instant Win Prize winner cannot be contacted within three (3) business days of entering, 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 Instant Win Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select another winning time for that Instant Win Prize.

BEFORE BEING DECLARED THE CONFIRMED INSTANT WIN PRIZE WINNER OF A MLS GIFT CARD, OR SPORTS DEN INSTANT WIN PRIZE the potential Instant Win Prize winner will be required to: sign and return within three (3) 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 Instant Win 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 Instant Win 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 Instant Win Prize winner: (a) fails to return the properly executed Contest documents within the specified time; and/or (b) 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 Instant Win Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select another winning time for that Instant Win Prize.

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

There is a limit of one (1) Sports Den Package Instant Win Prize per household, and one (1) MLS Gift Card Instant Win Prize per household. There is a limit of six (6) Free Product Coupon Instant Win Prizes per household.

7. **LIMITATIONS ON ENTRIES**

The Contest Parties and each of their respective officers, directors, agents, employees, representatives, successors and assigns (collectively, the “**Released Parties**”) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

Any Entry (including a Receipt or Essay) 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.

8. **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 any 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; (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.

In no event shall the Released Parties be required to award more prizes than the number of Instant Win Prizes indicated in these Rules or to award an Instant Win Prize otherwise than in compliance with these Rules. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Rules to be available and/or claimed, the Sponsor reserve the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

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 or in the French version of these Rules; the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

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