

WK Kellogg's* Beach Towel Offer – 2024

Official Terms and Conditions

1. **AGREEMENT:** By participating in the WK Kellogg's* Beach Towel Offer (2024) (the “**Beach Towel Offer**”), you agree to be bound by these Terms and Conditions (the “**Terms**”).
2. **ELIGIBILITY:** In order to be eligible to participate in this Beach Towel 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 Beach Towel Offer is not open to employees, representatives, or agents of WK Kellogg Canada Corp. (“**WK 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 Beach Towel Offer (the “**Offer Parties**”).
3. **BEACH TOWEL 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) beach towel (the “**Towel**” or “**Towels**”). There is a limit of five (5) Towels per household (see Section 9 below) while supplies last. There is a maximum of 60,000 Towels available for this Beach Towel Offer.
4. **BEACH TOWEL OFFER PERIOD:** To be eligible to receive this Beach Towel 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 August 31, 2024 (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 September 30, 2024 and can only be used once to request a Towel (the “**Beach Towel Offer Closing Date**”).
5. **PARTICIPATING PRODUCTS:** The following eight (8) WK Kellogg's* cereal products (the “**Participating Products**”) are available at retailers across Canada, while supplies last:

Kellogg's Corn Flakes Cereal - 600 g*

Kellogg's Corn Pops* Cereal – 515 g*

Kellogg's Froot Loops* Cereal – 480 g*

Kellogg's Frosted Flakes Cereal – 580 g*

Kellogg's Krave Chocolate Flavour Cereal – 525 g*

Kellogg's Mini-Wheats* Brown Sugar Flavour Cereal - 650 g*

Kellogg's Mini-Wheats* Original Cereal - 650 g*

Kellogg's Rice Krispies* Cereal – 560 g*

6. **HOW TO PARTICIPATE:** Prior to participating in the Towel 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.FreeBeachTowel.ca (the “**Website**”) for details.
 - b) Scroll down and click ‘Get Started’ as directed on the website.
 - c) You will then be prompted to enter your email address as directed and thereafter click ‘upload’ to submit your receipt.

- d) You will be prompted to the 'Upload Receipt Image' dialogue box and upload the photograph image of your original sales receipt in accordance with the online instructions and click "Upload Image" once the image has been successfully uploaded click "Submit" (the "**Request**").
- e) You may submit one (1) to five (5) Requests per household prior to the Beach Towel Offer Closing Date, and each Request must show the purchase of a minimum of two (2) Participating Products. For example, you may submit five (5) separate and unique sales receipts, each showing the purchase of two (2) Participating Products to receive one (1) Towel per Request for a total of five (5) Towels, or you may submit one (1) sales receipt showing the purchase of ten (10) Participating Products to receive five (5) Towels, or you may submit one (1) sales receipt showing the purchase of four (4) Participating Products to receive two (2) Towels, and another sales receipt showing the purchase of two (2) Participating Products to receive one (1) Towel for a total of three (3) Towels.
- f) Upon successful upload of the Request(s) as set out in (d) above, you will then be prompted to the registration form to fill in your details, mailing address and agree to the Beach Towel Offer Terms. Please ensure the information provided is completed in accordance with the on-screen instructions.
- g) Once the form is submitted, you will be prompted to our 'Thank You' page which will confirm your submission has been received.
- h) We will then send a confirmation email indicating that your Request is being validated by WK Kellogg Canada. 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 WK Kellogg with the subject line "*WK Kellogg Beach Towel Promotion – SUBMISSION RECEIVED*".
- i) 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.
- j) If your Request is determined to be valid and approved by WK Kellogg (in its sole discretion), you will receive a confirmation email once your submission has been fully processed including a link to make your Towel selection(s).
- k) If your receipt is determined as invalid, you will receive an email from WK Kellogg indicating the invalid portion of your submission and, if applicable, instructions on how to re-submit to have your entry validated.

IMPORTANT: You must keep your original sales receipt. WK Kellogg Canada reserves the right to request from a person the original sales receipt used for the purposes of this Beach Towel 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 WK Kellogg Canada. It is the responsibility of each participant to check his/her email account for the validation email with the unique hyperlink from WK 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 TOWEL:** Due to significant shipping delays, for all towels redeemed as of August 1, 2024, please expect your towel to arrive in the mail approximately 16 weeks from the date that the Beach Towel Offer was claimed, provided such address is a valid Canadian shipping address. For all towels redeemed prior to August 1, 2024, your Towel will arrive in the mail in approximately 3-5 weeks from the date that the Beach Towel Offer was claimed and will be mailed to the address submitted, provided such address is a valid Canadian shipping address. WK Kellogg Canada and its Offer Parties are not responsible for any lost, stolen, misdirected, delayed or damaged shipments.
9. **LIMITS:** There is a limit of five (5) Towels (and therefore five 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 Beach Towel Offer and can only be submitted once before the Beach Towel 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 Beach Towel Offer, and all personal information provided must be truthful and accurate. If it is discovered by WK Kellogg Canada (using any evidence or other information made available to or otherwise discovered by WK Kellogg Canada) that any person has attempted to: (i) obtain more than five (5) Towels per household; (ii) use the same sales receipt more than one time; (iii) use multiple names, identities, email addresses, addresses, or any automated macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with WK Kellogg interpretation of the letter and/or spirit of these Terms to participate or otherwise enter in or to disrupt this Towel Offer; then his/her submitted Request may be disqualified from this Towel Offer in WK Kellogg sole discretion. Requests may be rejected in the sole discretion of WK Kellogg if the Request form is not fully completed with all of the required information and submitted and received in accordance with these Terms. WK Kellogg and 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. WK Kellogg Canada reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to WK Kellogg Canada – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Towel 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 Beach Towel Offer; and/or (iii) for any other reason WK Kellogg Canada deems necessary, in its sole discretion, for the purposes of administering this Towel Offer in accordance with WK Kellogg Canada interpretation of the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of WK Kellogg Canada within the timeline specified by WK Kellogg Canada may result in disqualification of the Request, at the sole discretion of WK 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 Beach Towel Offer computers or WK Kellogg. The sole determinant of this time for the purposes of this Beach Towel Offer will be the official time-keeping device(s) used by WK Kellogg.
11. **GENERAL CONDITIONS:**
- All Requests become the property of WK Kellogg Canada. All decisions made by WK Kellogg Canada in respect of this Beach Towel 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 WK Kellogg Canada, the Request will be disqualified, and the Towel 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 Beach Towel Offer in a way that is not consistent with the spirit of the Beach Towel Offer, your Requests will be disqualified and the Beach Towel Offer award will be void, and you will not receive a Towel.

- Standard data rates may apply to participants who choose to participate in this Beach Towel 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 Beach Towel Offer, each participant expressly consents to WK 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 Beach Towel Offer and in accordance with WK Kellogg Canada privacy policy available at <https://www.wkkellogg.ca/en-ca/privacy-notice.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 Beach Towel 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 Beach Towel 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 WK Kellogg Canada which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Beach Towel Offer, WK Kellogg Canada may, in its sole discretion, cancel, terminate, modify or suspend the Beach Towel 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 Beach Towel Offer immediately, WK Kellogg Canada 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 Towel awarded in connection with this Beach Towel Offer. To the fullest extent permitted by applicable law, each confirmed recipient of a Towel understands and acknowledges that he or she may not seek reimbursement or pursue any equitable remedy from either WK Kellogg Canada or any of the other Released Parties should the participant’s Towel fail to be fit for its purpose or is in any way unsatisfactory.
- If you attempt to compromise the integrity or the legitimate operation of this Beach Towel Offer by hacking or by cheating or committing fraud in any way, WK Kellogg Canada may seek damages from you to the fullest extent permitted by law. Further, WK Kellogg may ban you from participating in any of WK Kellogg Canada’s future offers. In the unlikely event of a dispute, WK Kellogg Canada decision shall be final.
- WK Kellogg Canada 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 WK Kellogg Canada 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 WK Kellogg opinion, would affect the proper administration of the Beach Towel 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 Beach Towel Offer or accepting or using the Towel.
- In the event of any discrepancy or inconsistency between the terms and conditions of these English Terms, disclosures or other statements contained in any Beach Towel 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 WK 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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