

KELLANOVA* RXBAR* CONTEST 2024
CONTEST OFFICIAL RULES
(the "Official Rules")

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF CANADA (EXCLUDING QUEBEC). VOID WHERE PROHIBITED BY LAW.

1. Sponsor. Kellanova* RXBAR* Contest (the "**Contest**") is sponsored by Kellanova Canada Inc., 5350 Creebank Rd, Mississauga, ON L4W 5L5, Canada (the "**Sponsor**").

2. Eligibility. The Contest is open only to legal residents of Canada (excluding Quebec) who have reached the legal age of majority in their respective province of residence as of the time of entry. Employees or independent contractors (provided that the independent contractors act as service providers) of the Sponsor, and its respective parents, affiliates, subsidiaries, and their immediate family members (i.e., spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to enter the Contest. The Contest is subject to all applicable federal, provincial, territorial, and local regulations. The Contest is void in Quebec and elsewhere where prohibited or restricted by law.

3. Contest Period. The Contest commences on January 29, 2024, at 12:00 AM Eastern Time ("**ET**") and ends on February 12, 2024, at 11:59 PM ET (the "**Contest Period**"). The computer network of the Sponsor shall be deemed to be the official Contest Period clock for the Contest Period.

4. How to Enter. To enter the Contest during the Contest Period, entrant must (i) follow one of the three (3) individual Instagram accounts listed on Exhibit A (each, an "**Influencer**"); (ii) wait for the applicable Influencer to post regarding the limited run RXBAR* RXBAND (the "**CTA Post**"); and (iii) thereafter comment on the CTA Post and tag @rxbarcanada to receive one (1) entry into the Contest (an "**Entry**"). Entry is not valid without each step (collectively, the "**Entry Steps**").

5. Entries. Entries must be received within the Contest Period. Entries will not be acknowledged or returned. Entries that do not comply with these Official Rules will be disqualified.

6. Limit. There is no limit on the number of Entries permitted per person/per email address during the Contest Period, provided that each Entry follows all of the Entry Steps. There is a limit of one (1) prize per entrant for the entire Contest. Each entrant may only use one (1) Instagram account that belongs to them to participate in the Contest. Any entrant who uses more than one (1) Instagram account to participate in the Contest may be disqualified and any Prize won may be forfeited, subject to the Sponsor's sole discretion. If there is a dispute regarding the identity of an entrant, the entry will be deemed to have been submitted by the social media account holder at the time of entry.

5. Prizes. There will be a total of fifty-five (55) prizes (each, a "**Prize**") awarded in this Contest:

One (1) "Grand Prize" comprising solely of One (1) Apple® Watch Ultra 2. The Approximate Retail Value ("**ARV**") is CAD \$1,099.

Ten (10) "First Prizes", each comprising solely of: one (1) CAD \$250 Sport Chek Gift Card. Subject to Sport Chek Gift Card Terms and conditions*. ARV CAD \$250.00.

Forty-Four (44) "Second Prizes" each comprising solely of one twelve (12) count box of RXBAR* protein bars. ARV CAD \$30.53.

The total ARV for all prizes (collectively the "Prizes" and individually the "Prize") is CAD \$4942.32.

Prizes are not transferable, assignable, or convertible to cash and must be accepted as awarded. Prize details and availability are subject to change, in which case a prize of equal value may be substituted at the Sponsor's sole discretion.

*Valid at Sport Chek and Atmosphere retail locations and online excluding Atmosphere stores located in Whitehorse, YK and stores located in the Province of Quebec. Use of the card constitutes acceptance of the following terms: Present this card as payment toward your purchase. The value of purchases will be deducted from the card until the value reaches zero. Refunds will be applied to a merchandise credit card. This card is not reloadable. This card has no cash value until purchased and activated. Protect the card like cash. This card is not redeemable for cash, except where required by law, nor will it be replaced if lost or stolen. This card is not a negotiable instrument. The card may not be resold. We reserve the right to cancel the card at any time if obtained illegally. Balance inquiries cannot be relied on if card is not purchased directly from the retailer. This card has no expiry. Issued by FGL Sports Ltd. Balance check 1-877-977-2435 option #1. All other inquiries call 1-844-651-2309.

6. Odds. The odds of winning a Prize depend on the total number of eligible entries received by each Influencer during the Contest Period and the number of Prizes to be awarded by each such Influencer.

7. Winner Selection. On or about February 13, 2024, at 10 AM ET, in Ontario Canada: (a) Influencer A (Phil Mackenzie (@leansquad)) will select twenty-five (25) potential winners; (b) Influencer B (Beverley Cheng (@beverleycheng)) will select fifteen (15) potential winners; and (c) Influencer C (Jose Lopez (@joselopez_fit)) will select fifteen (15) potential winners; all by random draw and each from among all eligible Entries received by each such Influencer during the Contest Period (each such potential winner, a "**Potential Winner**"). The applicable Influencer will notify each Potential Winner via Instagram direct message. The Potential Winner must reply to the Notice via Instagram direct message within twenty-four hours following the date of the Notice and must provide such Influencer with his or her complete legal name, email address, mailing address, phone number, age, and place of legal residence (the "**Required Information**"). After receipt of the Potential Winner's direct message the Sponsor will mail a prize box (the "**Prize Box**") to the Potential Winner. Each Prize Box will contain (a) six (6) RXBAR* protein bars; (b) one (1) RXBAND with a code printed on it (the "**Band Code**"); and (c) an instruction card with a prize code (the "**Box Code**"). Potential Winner(s) must then visit www.RXBARBands.com between February 13, 2024 and March 31, 2024, ("**Redemption Period**") where they must completely enter their true and correct information in the required fields (required fields include Full Name, Complete Mailing Address, Email Address, Phone Number, and Opt-in to the Official Rules & Privacy Policy for the Contest) along with their unique Band Code and Box Code as well as the answer to a mathematical skill-testing question which must be answered without any assistance, in the response. After completing all instructions, including answering the mathematical skill-testing question correctly if the Potential Winner is a resident of Canada (excluding Quebec Province) the Potential Winner will be deemed a "**Winner**" and the Winner will then be told which Prize that they have won along with the fulfillment details of their applicable Prize.

NOTE: Potential Winner must register and enter their Band Code and Box Code prior to March 31, 2024, at 11:59:59 p.m. ET after which time the Codes will expire and not be valid.

8. Before Being Declared a Winner. For any Potential Winner, they may be required to complete a declaration and release (the "**Release**"), which among other things: (i) confirms compliance with these Official Rules and acceptance of the Prize; (ii) releases the Sponsor, Instagram, Inc. and any other Contest parties and each of their respective officers, directors, agents, employees, representatives, principals, administrators, successors, predecessors, subsidiaries, affiliates, related entities, partners, and assigns from any liability in connection with the Contest, the Potential Winner's participation therein, and the Prize and any use of the Prize; and (iii) consents to the publication, reproduction and/or other use of the Potential Winner's name, city, territory, or State, Instagram account, likeness, and/or photo, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever worldwide, including via print, broadcast or the Internet, without further payment, notification, permission, or other consideration, except where prohibited by law. The Sponsor will verify if the Potential Winner has complied with these Official Rules. If a Potential Winner fails to provide the Sponsor with the Required Information within the Redemption Period, or fails to correctly answer the time-limited mathematical skill-testing question, or if a Potential Winner fails to complete and sign the Release through DocuSign within the Redemption Period as set out above or is not verified by the Sponsor as being in compliance with these Official Rules, then he or she will be deemed to have forfeited any rights to the Prize (individually a "**Disqualifying Circumstance**"), and a back-up entrant will be selected in the same manner described above by random draw taken from the same pool of eligible entries.

9. Confirmation and Delivery. The Potential Winner will be confirmed as a Winner and awarded the Prize only if he or she has complied with the procedures above and if he or she has been verified by the Sponsor as having complied with these Official Rules. Each Prize will be mailed, as applicable, at one time by the Administrator to each Prize Winner within seven (7) weeks. The Sponsor will ship (and pay for said shipping) the Prize to each Prize Winner's mailing

address provided in the Contest Registration. Taxes on the Prize and any other costs, fees and expenses are the sole responsibility of each Winner. Entrants are responsible for all online charges of any internet service or wireless carrier.

10. Winner's List and Copies of Official Rules. The identity of the Winners (name, territory, country, Instagram account) or a copy of these Official Rules will be made available on request to anyone that mails a written request to the Sponsor at the address above. The winner's list will be available within ten (10) weeks of the closing date of the Contest Period.

11. Representations and Warranties. All Winners acknowledge that the Prize is awarded as-is. The Sponsor makes no representations or warranties of any kind, whether express or implied, regarding the Contest, Prize, or any use of the Prize.

12. Indemnity. Except where prohibited, by participating in the Contest, each entrant agrees to release and hold harmless the Sponsor, Instagram, Inc., and each of their respective parents, subsidiaries and affiliated companies, and each of their respective officers, directors, employees, agents, licensees, assigns, sponsors, advertisers or social media Influencers, partners, and agencies from, and against any and all claims, liabilities, lawsuits, judgments, causes of action, proceedings, injuries, death, losses, costs, expenses or damages of any kind resulting from, in connection with, or arising from acceptance, receipt, delivery, use, nonuse, misuse, defect in, inability to use, possession, or loss of the Prize. Entrants agree that all causes of action and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any), not to exceed one hundred dollars (\$100.00), and in no event will any legal/attorney's fees be awarded or recoverable.

13. Limitation of Liability. The Sponsor is not responsible for (or does not have any obligation towards):

- (a) Potential Winner or Winner who is unable to claim, accept, or utilize the Prize;
- (b) late, incomplete, misdirected, or undelivered entries;
- (c) any computer, electronic or Internet hardware or software malfunctions, failures, interruptions, delays, connections, or availability, or service provider/Internet/website accessibility, availability, or traffic congestion;
- (d) any technical, mechanical, or typographical or other errors;
- (e) unauthorized human intervention;
- (f) incorrect or inaccurate Required Information, or the failure to capture, or loss of, any Required Information;
- (g) any act of God, equipment failure, terrorist acts, earthquake, fire, flood, war, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), transportation interruption of any kind, work slow-down or shortage, pandemic, civil disturbance, or any other cause beyond the Sponsor's sole control;
- (h) any action, regulation, order, or request by any governmental or quasi-governmental entities (whether or not they prove to be valid); or
- (i) any injury or damage, whether personal or property, to any entrant or to any person's computer or device related to or resulting from participating in these Contest and/or accepting the Prize.

If, for any reason, an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed, corrupted or for any other reason not accepted as an entry into the Contest, the entrant's sole remedy is to submit another entry provided that the Contest Period has not expired.

14. Disputes. Any and all disputes arising out of or connected with the Contest, or the Prize will be resolved individually without resort to any form of class action. THE PARTIES IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THE CONTEST. BY ENTERING THE CONTEST, THE ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL THE ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND THE ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL AND/OR SPECIAL DAMAGES, AND/OR LOST PROFITS, AND THE ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY). THE ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

15. Right to Terminate. If for any reason the Contest cannot be executed as planned, including but not limited to infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, or if the Contest are compromised or become technically corrupted in any way, electronically or otherwise, the Sponsor reserves the right to cancel, suspend, terminate, or modify the Contest.

16. Privacy. By entering the Contest, entrants agree to the Sponsor's use of entrant's personal information as described in its privacy policy at <https://www.kellanova.com/us/en/privacy-notice.html>. Please refer to the Sponsor's privacy policy for important information regarding the collection, use and disclosure of personal information by the Sponsor.

17. No Instagram Association. The Contest is in no way sponsored, endorsed, or administered by, or associated with, Instagram, Inc. You understand that you are providing your information to the Sponsor, not to Instagram, Inc. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Instagram.

18. Agreement to Official Rules. By entering the Contest, each entrant acknowledges having read these Official Rules and agrees to be bound by (a) these rules; and (b) any decisions of the Sponsor, which are final and binding on all entrants.

19. Social Media: By participating, you release Instagram (the "**Platform**") and their respective parent companies, subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Contest and/or the acceptance, awarding, receipt, use and/or misuse of the Prize.

20. General. Participation constitutes the entrant's full and unconditional agreement to these Official Rules and the Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning the Prize is contingent upon fulfilling all requirements set forth herein. These Official Rules may not be reprinted or republished in whole or in part without the prior written consent of the Sponsor. Entrants waive any right to claim ambiguity in these Official Rules. The Sponsor reserves the right in its sole discretion to suspend, cancel, terminate, or modify the Contest in any way without prior notice or obligation, and to proceed in a manner it deems fair and reasonable, including the selection of the Winner from among all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. The Contest are governed by the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein, without regard to any conflicts of law provisions. The form and venue for any dispute shall be Ontario, Canada. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any Contest materials (including but not limited to electronic, digital, and social media), the details of the Contest as set forth in these Official Rules shall prevail.

CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

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Exhibit A

Influencers

Influencer A: Phil Mackenzie (@leansquad)

Influencer B: Beverley Cheng (@beverleycheng)

Influencer C: Jose Lopez (@joselopez_fit)

Abbreviated Rules

***NO PURCHASE NECESSARY.** Contest organizer is Kellanova Canada Inc. Contest is open to all legal residents of Canada (excluding Quebec) who have reached the legal age of majority in their province of residence. Contest begins at 12:00 AM ET on January 29, 2024, and ends at 11:59 PM ET on February 12, 2024. To be declared a winner, such winner must answer a mathematical skill-testing question correctly and otherwise fully comply with the official Contest rules. For complete official Contest rules, visit: www.RXBARBands.com.

Sponsor: Kellanova Canada Inc, 5350 Creebank Rd, Mississauga, ON L4W 5L5, Canada

This Contest is in no way sponsored, endorsed, or administered by, or associated with Instagram, Inc. Information is being provided to the Sponsor, not to Instagram, Inc. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Instagram, Inc. Your participation in this Contest must at all times comply with all applicable Instagram, Inc. terms of service. In the event of any violation of such terms of service, the Sponsor may, in its sole and absolute discretion, disqualify you from the Contest.

Shorter Abbreviated Rules for Social

No Prch. Nec. Subject to Off Rls at www.RXBARBands.com. Ends 2/12/24. This Contest is in no way sponsored, endorsed, or administered by, or associated with Instagram, Inc.