

**POST PROMOTION - NINTENDO SWITCH PRIZE PACK CONTEST**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR  
PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.  
MANY WILL ENTER, FEW WILL WIN.**

**OPEN ONLY TO LEGAL RESIDENTS OF CANADA  
WHO ARE AT LEAST THE AGE OF MAJORITY IN THEIR PROVINCE, OR  
TERRITORY OF RESIDENCE AT THE TIME OF ENTRY.**

The Post Promotion - Nintendo Switch Prize Pack Promotion ("Promotion") is sponsored by Post Foods Canada Inc. ("Sponsor"), and is administered by My Brother Darryl ("Administrator"), 20440 Simcoe Street, Seagrave, ON L0C 1G0

- 1. PROMOTION PERIOD:** The Promotion begins on October 9, 2017 at 12:00 PM (noon) Eastern Time ("ET") and ends on January 31, 2018 at 12:00 PM (noon) ET ("Promotion Period"). The Administrator's computer is the Promotion's official clock.
- 2. ELIGIBILITY:** The Promotion is open only to individuals who are legal residents of Canada who are at least the age of majority in their province or territory of residence at the time of entry. Employees, representatives and agents of Sponsor, Administrator, Nintendo of Canada, Ltd., and each of their respective parents, subsidiaries, affiliates, and the advertising and promotion agencies involved in the administration, development, fulfillment and execution of this Promotion (collectively, "Promotion Entities") and the members of each of their immediate family (*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 or win. All applicable federal, provincial, territorial, and local laws and regulations apply. Void where prohibited or restricted by law. Participation consists of entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Each entrant ("Entrant") may be required to furnish proof of identification and other proof of eligibility under these Official Rules.

For purposes of the Promotion, an Entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. If it is discovered or suspected that an Entrant has registered or attempted to register for the Promotion using multiple e-mail addresses or multiple identities, all of that Entrant's Entries (as defined below) will be declared null and void and any prize an entrant might have been entitled to win will not be awarded any may be revoked. Use of any automated system or any like methods to participate in the Promotion is prohibited and will result in disqualification of any Entrant attempting such use.

- 3. HOW TO OBTAIN A PIN:** During the Promotion Period, an eligible Entrant may obtain an entry PIN ("PIN") to enter the Promotion using one (1) of the following two (2) methods:
  - A. Purchase participating cereal product:** During the Promotion Period, Entrants may purchase a specially-marked box of participating Post cereal products, available at

participating retailers while supplies last to obtain a unique PIN printed on the inside of the box. For a list of participating cereal products see Section 12 below. Each unique PIN may be used only one (1) time during the Promotion Period.

- B. Without a Purchase Mail-In:** To obtain a PIN without making a purchase, an eligible Entrant must legibly hand write his/her full first and last name, complete street address, age, and valid e-mail address and an original essay (minimum 100 words) on why they love Post cereals and mail it to: The Post Nintendo Switch Promotion PIN Request, 20440 Simcoe Street, Seagrave, ON, L0C 1G0. Limit of one (1) request per outer envelope bearing sufficient postage. Mail-in requests must be postmarked during the Promotion Period and received by January 15, 2018 (the "Mail In Deadline") to allow adequate time for processing. Administrator will send one PIN by e-mail to the e-mail address provided on each mail-in request received prior the Mail In Deadline. Each Mail-in request will not be returned. Mail-in requests must be original and hand-written. No mechanical reproductions are allowed.
- 4. HOW TO ENTER THE PROMOTION:** During the Promotion Period, an eligible Entrant must visit [www.postconsumerbrands.ca/NintendoSwitch](http://www.postconsumerbrands.ca/NintendoSwitch) ("Website"), and follow the on-screen prompts to the Promotion. If it is the Entrant's first visit to the Website, then he/she must complete and submit the registration form by providing the information requested by Sponsor which may include, but not be limited to: complete first and last name, address (P.O. Boxes are not permitted), daytime phone number, valid e-mail address, indication of acceptance of these Official Rules and Sponsor's Privacy Policy, and Entrant must enter their PIN. Upon successfully completing registration and submitting a PIN (an "Entry"), the Entrant will receive one (1) opportunity to instantly win. The Entrant will receive notification on the Website screen as to whether he/she is a potential Instant Prize winner ("Notification") based on the timing of his/her Entry as described in Section 5B below. Each Entrant who receives a winning Notification will be deemed a potential winner subject to verification of the Entrant's eligibility and compliance with these Official Rules (including correctly answering a mathematical skill-testing question), as determined by Sponsor in its sole discretion. An Entrant is not a winner of any Prize, even if the Notification should so indicate, unless and until Entrant's eligibility and the potential winning time (as described below) have been verified and Entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Entry that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honoured.

In the event of a dispute as to the identity of an Entrant, the Entry will be declared made by the primary account holder of the account associated with the e-mail address used. The "primary account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the e-mail address holder. **Potential winners will be required to correctly answer, unaided, a time-limited skill-testing question in order to be eligible to receive a Prize.**

**IMPORTANT:** MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS PROMOTION ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS PROMOTION. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING

PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN THE PRIZE IN THIS PROMOTION.

**SPECIAL OFFER:** Regardless of the win or non-win Notification Entrant receives, every Entrant who registers for the Promotion and enters a valid PIN will receive a code valid for fifty (50) My Nintendo™ Platinum Points (the “Points Code”). The Points Code can be redeemed at [www.mynintendo.com](http://www.mynintendo.com). A Nintendo Account is required to receive and redeem My Nintendo Platinum Points using the Points Code. By creating a Nintendo Account, user will be automatically enrolled in the My Nintendo rewards program. My Nintendo Rewards Points Terms of Service [https://accounts.nintendo.com/term\\_point](https://accounts.nintendo.com/term_point). Points Codes must be redeemed no later than December 31, 2018. Once added to your Nintendo Account, My Nintendo Platinum Points expire within six months. Any unredeemed Points Codes are null and void.

**5. PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE (“ARV”):**

**A. Prizes (60):** Each winner will receive a Nintendo Switch prize pack that includes one (1) Nintendo Switch™ system and a Super Mario Odyssey™ game (each a “Prize”). The Super Mario Odyssey game will not be available until it officially launches in Canada and will be delivered in either digital or physical format as determined by the Sponsor in its sole discretion. There will be sixty (60) Prizes available. The Approximate Retail Value (“ARV”) of each Prize is \$479.98 CAD.

**B. Odds of Winning/Limit:** The odds of winning an Instant Prize depend on the number and timing of eligible Entries received. Instant Prizes will be made available at random times throughout the Promotion Period. To be a potential Instant Prize winner, an Entrant’s Entry must have occurred at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If an Entry does not occur at the exact randomly predetermined winning time, then the next Entrant’s Entry to occur after that time will be deemed an Instant Prize winner. The number of Instant Prizes available to be won will decrease during the Promotion Period as Instant Prizes are awarded and claimed. There is a limit of one (1) Prize per household.

**C. General:** In no event will more Prizes than are stated in these Official Rules be awarded. If, for any reason, more Prize Notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of a Prize. All Prizes will be awarded assuming a sufficient number of eligible Entries are received and Prizes are properly claimed.

**6. HOW TO CLAIM A PRIZE:** As set forth above, each potential winner of a Prize will receive a Notification after the completion of a winning Entry. To be confirmed as a Prize winner, each potential winner must follow the on-screen instructions, which will require the potential winner to: (i) correctly answer, unaided, a mathematical skill-testing question; and (ii), complete an on-screen declaration and release form (the “Release Form”) stating that he/she has read, understood and complied with these Official Rules (including the eligibility requirements); authorizes the Sponsor and its designees to use the winner’s name, voice, city/province or territory of residence, photos, video or film clips, and/or other visual likeness for advertising

and/or trade purposes and/or for any other purpose in any media or format now or hereafter known without further compensation (financial or otherwise), permission or notification; and releases the Released Parties (as defined below) from any and all liability of any kind arising out of the winner's participation in this Promotion and receipt and use of the Prize and confirming compliance with these Official Rules and acceptance of the Prize as awarded.

The Release Form must be submitted within the time period specified on the Release Form or the Prize may, in the sole and absolute discretion of the Sponsor, be forfeited (and, if forfeited, nothing will be substituted in its place). If a potential winner fails to correctly answer the skill-testing question then he/she will be disqualified and will forfeit all rights to the Prize, and the Sponsor reserves the right, in its sole and absolute discretion, to assign an alternate randomly selected time to the Prize, time permitting. If a potential winner: (a) cannot accept (or is unwilling to accept) the Prize as awarded for any reason; and/or (b) is determined to be in violation of these Official 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 Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to assign an alternate randomly selected time to the Prize, time permitting.

Confirmed Instant Prize winners will receive their Prize by mail at the address indicated on their registration form six (6) to eight (8) weeks after the Promotion Period has ended.

Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. The right to receive a Prize is non-assignable and non-transferable. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Promotion Entities shall not be held responsible for any delays in awarding the Prize for any reason. Each Prize will only be awarded to a verified winner.

- 7. LIMITATION OF LIABILITY:** By participating in this Promotion, Entrants agree the Promotion Entities, and each of their respective, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents (collectively the "Released Parties") are not responsible for any and all liabilities, including but not limited to lost, late, incomplete, stolen, misdirected, garbled, postage due, or undeliverable postings PINs, PIN requests or fulfillments, Points Codes, direct mail, e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or inaccurate capture of Promotion -related information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any Promotion -related website(s). Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a Prize and/or redeeming Points Codes. Released Parties shall not be responsible or liable for entries entered by any automated computer, program, mechanism or device; for any entries in excess of the stated limit; or for entries that are late,

forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries will, at Sponsor's sole discretion, be disqualified.

If for any reason, Sponsor believes the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole discretion, subject to the approval of the Régie des alcools, des courses et des jeux in Quebec, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable. If for any reason, including, but not limited to, an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed than are intended to be awarded according to these Official Rules, the intended winners will be awarded in a random drawing from among all verified prize claims received for that prize. Notice of such cancellation, termination, or modification of the Promotion shall be posted at [www.postconsumerbrands.ca/NintendoSwitch](http://www.postconsumerbrands.ca/NintendoSwitch).

By entering the Promotion and to the fullest extent permissible by law, each Entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside legal fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion -related activity or element thereof, and the Entrant's Entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Promotion materials; (d) acceptance, receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof) or a Points Code; (e) change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labour dispute or strike (whether legal or illegal), labour or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Promotion; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission of an Entry; (i) any technical malfunctions or unavailability of any social media platform or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an Entrant; and (j) interruption or inability to access the Promotion, or any other Promotion -related websites or any online service via the Internet due to hardware or software compatibility problems.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING PRIZE COMPONENTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF

ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, THEREFORE SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 8. DISPUTES:** As a condition of participating in this Promotion, each Entrant agrees, to the fullest extent permissible by law: (1) under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket expenses as set forth in subsection 3 below, and any and all rights to have damages multiplied or otherwise increased; (2) this Promotion is governed by the laws of the Province of Ontario, and the laws of Canada applicable therein without regard to its conflicts of law principles and any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively before a court of competent jurisdiction located within the city of Toronto; and, (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred in participating in this Promotion and in no event will participant be entitled to receive legal fees, or any other costs; and (4) participant shall be bound by these Promotion Rules. ***FOR RESIDENTS OF QUEBEC: 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.***
- 9. PRIVACY POLICY:** Sponsor's privacy policy is located at <https://www.postconsumerbrands.ca/privacy-policy/>.
- 10. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a Prize, each Entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 11. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her Prize. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and will result in the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE PROMOTION OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION 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.** In the event Sponsor is prevented from continuing with the Promotion or the integrity and/or feasibility of the Promotion is severely undermined, Sponsor shall have the right, in its sole discretion subject to the approval of the Régie des alcools, des courses et des jeux in Quebec to abbreviate, modify, suspend, cancel or terminate the Promotion without any further obligation. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any Prize documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Entries and/or materials submitted will not be returned. In the event of any conflict with any Promotion details contained in the English version of these Official Rules and the Promotion details contained in any Promotion promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media) or the French version of these rules,, the details of the Promotion as set forth in the English version of these Official Rules shall prevail.

**12. PARTICIPATING PRODUCTS:**

<b>PARTICIPATING PRODUCT</b>
Shreddies 550 g
Honey Shreddies 540 g
Alpha-Bits 340 g
Honeycomb 400 g
Sugar Crisp 365 g
Honey Bunches of Oats Almond 411g
Honey Bunches of Oats Honey Roasted 411 g

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