

**POST FOODS CANADA PROMOTION  
NBA 2K ULTIMATE GAMING PACKAGE  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE.**

**OPEN ONLY TO LEGAL RESIDENTS OF CANADA  
WHO ARE THIRTEEN YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.**

The Post Foods Canada Promotion – NBA 2K Ultimate Gaming Package (“Contest”) is sponsored by PostFoods Canada Inc. (“Sponsor”), and is administered by Solutions with Impact (“Contest Administrator”) and the website is administered by My Brother Darryl (the “Website Administrator”)

- 1. CONTEST PERIOD:** The Contest begins on April 4, 2022 at 12:00 PM (noon) Eastern Time (“ET”) and ends on July 4, 2022 at 12:00 PM (noon) ET (“Contest Period”). The Website Administrator’s computer is the Contest’s official clock.
  
- 2. ELIGIBILITY:** The Contest is open only to residents of Canada who: (i) have reached the legal age of majority in their province/territory of residence at the time of entry; or, (ii) are thirteen years of age or older, but have not reached the legal age of majority in their province/territory of residence at the time of entry (each, a “Minor”) and whose parent/legal guardian has agreed, on such Minor’s behalf and on his/her parent/legal guardian’s own behalf, that each of them will be bound by these Official Contest Rules (the “Official Rules”). Employees, representatives and agents of Sponsor, Contest Administrator, Website Administrator, 2K Games, Inc., NBA Properties, Inc., the National Basketball Association (the “NBA”), and the NBA member teams (collectively, the “NBA Entities”), and each of their respective parents, subsidiaries, affiliates, the Contest, and the advertising and promotion agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, “Contest 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 Contest Administrator’s decisions, which are final and binding in all matters related to the Contest. 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.

The Contest is in no way sponsored, endorsed, or administered by, or associated with Sony Interactive Entertainment Inc. Sony Interactive Entertainment Inc. is hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Sony Interactive Entertainment Inc.

- 3. HOW TO OBTAIN A PIN:** During the Contest Period, an eligible Entrant may obtain an entry

PIN (“PIN”) to enter the Contest using one (1) of the following two (2) methods:

- A. Purchase participating cereal product:** During the Contest 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 Contest Period.
  - B. Without a Purchase Mail-In:** To obtain a PIN (available while supplies last) 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: NBA 2K Ultimate Gaming Package Contest PIN Request, P.O Box 38100 Castlewood, Toronto, Ontario M5N 1B0. Limit of one (1) request per outer envelope bearing sufficient postage. Mail-in requests must be postmarked during the Contest Period and received by June 27, 2022 (the “Mail-In Deadline”) to allow adequate time for processing. Contest Administrator will send one PIN by e-mail while supplies last 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. Each unique PIN may be used only one (1) time during Contest Period.
- 4. HOW TO ENTER THE CONTEST:** During the Contest Period, an eligible entrant must visit [www.postconsumerbrands.ca/ultimategaming](http://www.postconsumerbrands.ca/ultimategaming) (“Website”) and follow the on-screen prompts to enter the Contest. 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 entrant must enter their PIN.

Should an entrant wish to enter multiple times, their contact information will appear upon the successful entry of their email address, and they will be required to enter a unique PIN.

Once you have submitted a unique and valid PIN legitimately obtained in accordance with these Official Rules, you will automatically be notified on-screen as to whether or not you are the eligible winner of a Prize (subject to verification). If your PIN is not a Winning PIN (as defined below), you are not eligible to win a Prize, and you will automatically be notified on-screen accordingly. If your PIN is a Winning PIN, you are eligible to win a Prize, and you will receive additional information on how to claim the Prize at the email address used to enter the Contest, as described in section 7 below.

**LIMITS:** There is no limit to the number of Entries per person during the Contest Period, provided each entry includes a unique PIN. Entrants can only use one (1) email address to enter the Contest. Use (or attempted use) of multiple names, identities, email addresses, and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Sponsor.

All entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to

participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification.

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.

**IMPORTANT:** MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THE CONTEST ON HIS/HER MOBILE DEVICE. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDERS PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN THE PRIZE IN THIS CONTEST.

## 5. PRIZES

There are two hundred fifty (250) prizes (each a "Prize" and collectively the "Prizes") available to be won, each consisting of an NBA 2K Ultimate Gaming Package. The approximative retail value of each Prize is \$900 CAD. Each Prize includes:

- 1 Sony PS5 Console
- 1 NBA 2K22 Video Game (Standard Edition) for PS5
- 1 Gaming Chair
- 1 Gaming Headset

Without limiting the generality of the foregoing, the following general conditions apply to each Prize: (i) the Prize must be accepted as awarded and is not transferable (no substitutions except at Sponsor's option); (ii) by accepting the Prize, the winner agrees to waive all recourse against the Released Parties (defined below) if the Prize thereof does not prove satisfactory; and, (iii) Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize or a component thereof with a prize of equal or greater value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award.

## 6. WINNER SELECTION AND ODDS OF A WINNING:

At the start of the Contest Period, there will be approximately 1,000,000 unique PINs available for distribution. Prior to the Contest start date, the Contest third-party prize payment provider will randomly select two hundred fifty (250) PINs to be eligible winning PINs (the "Winning PINs") from among all available PINs. The number of Prizes available to be won will decrease during the Contest Period as Prizes are awarded and claimed. If you enter a Winning PIN as part of the entry process, you will be eligible to win a Prize, subject to compliance with these Official Rules. After the end of the Contest Period, all unclaimed PINs will be void. If, at the end of the Contest Period, none of the pre-selected Winning PINs have been redeemed in accordance with these Official Rules, a random draw will take place on July 11, 2022 at 10:00 AM (ET) in Toronto, ON, by an independent contest organization from among all eligible entries submitted and received in accordance with these Official Rules and fifteen (15) Prizes will be awarded.

The odds of receiving a Winning PIN are 1:4,000. Limit 1 (one) prize per person/ household. In no event will more Prizes than are stated in these Official Rules be awarded. If, for any reason, more Prizes winning messages or 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.

**7. WINNER NOTIFICATION AND PRIZE CLAIM:**

If your PIN entered into the Contest is a Winning PIN, you will receive an email from the Contest Administrator at the email address you used to enter the Contest, with instructions on how to claim the Prize. To be declared a winner, each potential winner must answer correctly, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question. Each potential winner will also be required to sign and return within the time-frame specified a Declaration and Release Form (the "Release Form") (and in the case of a Minor, have his/her parent or legal guardian sign), confirming compliance with the Official Rules, acceptance of the Prize as awarded, releasing the Contest Entities and each of their respective shareholders, directors, officers, employees, agents, representatives, governors, owners, distributors, retailers, successors and assigns (collectively, the "Released Parties") from any liability in connection with the Contest, the Prize, and authorizing the Contest Entities and their designees and assigns to use the winner's name, voice, city/province 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 .

If a potential winner fails to correctly answer the skill-testing question, is found to be ineligible, declines to accept the Prize, fails to return the Release Form within the time-frame provided or in the event that any prize confirmation or prize elements are returned undeliverable, the Prize will be forfeited and will not be awarded.

Three (3) attempts will be made to contact each potential winner at the email address and two (2) attempts at the phone number provided on their entry form between 9:00 AM and 5:00 PM ET during a period of seven (7) days following the entry of the Winning PIN. If an eligible entrant cannot be contacted within seven (7) days, by either email or phone, he/she will be considered to have forfeited the Prize and will be disqualified. The Sponsor will not be responsible for failed attempts to contact a potential winner.

- 8. LIMITATION OF LIABILITY:** By participating in this Contest, Entrants agree that the Released Parties are not responsible for any and all liabilities, including but not limited to lost, late, incomplete, stolen, illegible, misdirected, garbled, postage due, or undeliverable PINs, PIN requests or fulfillments, 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 accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or 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 Contest 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 Contest -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 or mobile device related to or resulting from participating in the Contest and/or accepting a prize. Released Parties shall not be responsible or liable for entries entered by any automated computer, program, mechanism, or device; 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 Contest 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 Contest and/or proceed with the Contest, 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 or Winning PINs are delivered or 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 Contest shall be posted at [www.postconsumerbrands.ca/ultimategaming](http://www.postconsumerbrands.ca/ultimategaming).

By entering the Contest 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 the Contest 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 Contest; 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 Contest, including, but not limited to, any Contest -related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Contest materials; (d) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of any prize; (e) any interruptions in or postponement, cancellation or modification of the Contest; (f) human error; (g) incorrect or inaccurate transcription, receipt or transmission of an entry; (h) any technical malfunctions or unavailability of the Contest Website 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 Contest, or any other Contest -related websites or any online services via the Internet due to hardware or software compatibility problems.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, 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.

- 9. DISPUTES:** As a condition of participating in this Contest, 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 Contest 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 Contest 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) all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred in participating in this Contest and in no event will participant be entitled to receive legal fees, or any other costs; and (4) participant shall be bound by these Official 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.**

10. **PRIVACY POLICY:** Sponsor's privacy policy is located at <https://www.postconsumerbrands.ca/privacy-policy/>.

**PUBLICITY RIGHTS:** By participating in the Contest and/or accepting a prize, each Entrant agrees to allow Sponsor, the NBA Entities and/or their respective designees and assigns, the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for Contest, 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 Internet, without notice, review or approval and without additional compensation (financial or otherwise) except where prohibited by law.

11. **GENERAL:** Any attempted form of participation in this Contest 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 Contest, 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 Contest. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Contest 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 CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS 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.**

12. **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 Contest details contained in the English version of these Official Rules and the Contest details contained in any Contest 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 Contest as set forth in the English version of these Official Rules shall prevail.

**13. PARTICIPATING PRODUCTS:**

<b>PARTICIPATING PRODUCT</b>
Shreddies 550 g
Honey Shreddies 540 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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