

QUAKER CAP'N CRUNCH BE A CAPTAIN INSTANT-WIN GAME OFFICIAL RULES

NO PURCHASE NECESSARY TO PLAY OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. GAME PERIOD. The Quaker Cap'n Crunch Be a Captain Instant-Win Game (the "Game") begins at 12:00 p.m. Eastern Time ("ET") on August 8, 2016 and ends at 11:59:59 p.m. ET on February 10, 2017 ("Game Period").
2. HOW TO PLAY THE INSTANT-WIN GAME. To participate in the Game, a participant must obtain a game code ("Code"). Codes may be obtained using the following three (3) methods:
 - a) Make a purchase: During the Game Period, an eligible participant may purchase a specially marked Cap'n Crunch cereal boxes including Cap'n Crunch 14oz and 20oz sizes and Cap'n Crunch Crunchberries 13oz and 18.7oz sizes, at a participating retailer. One (1) Code will be printed inside the specially marked packaging.
 - b) Without a Purchase (Mail-In Code Request): To obtain a Code without making a purchase, via mail-in request, an eligible participant must legibly hand write his/her full name (no initials), complete street address (no P.O. Box), age, and valid email address on a 3½" x 5" properly stamped postcard and mail it to: Quaker Cap'n Crunch Be a Captain Instant-Win Game Code Request, P.O. Box 251328, West Bloomfield, MI 48325. Requests sent in an envelope will not be accepted. **Mail-in requests must be received by January 31, 2017.** Administrator will send one (1) Code by email to the email address provided on the request. Mail-in requests will not be returned and no further correspondence will be entered into. Mail-in requests must be original and hand-written. No mechanical reproductions are allowed. Limit one Code per request.
 - c) Without a Purchase (Online Code Request): To obtain a Code without making a purchase, via online request, **between 12:00 a.m. ET on February 1, 2017 and 11:59:59 p.m. ET on February 10**, an eligible participant may [click here](#) and follow the on-screen instructions to obtain one (1) Code via email.

To play the Game, during the Game Period, an eligible participant must visit www.crunchspintowin.com ("Website") and enter his/her date of birth followed by his/her email address. The participant must then follow the instructions to register by providing all required information, including, but not limited to, first and last name (no initials), street address (no P.O. boxes), city, state, and zip code and agree that he/she has read and agrees to be bound by these Official Rules. The participant must then enter a valid Code and follow the instructions to earn one Game play ("Play"). For purposes of this Game, a participant will not be permitted to change his/her email address or street address after registering.

If a participant receives a prize-winning message upon submitting a Play he/she will be notified on-screen that he/she is a potential Game prize winner, subject to verification. Game prize winners will be determined by a random, time-based seeding process, conducted by an independent administrator ("Administrator"),

whose decisions are final and binding in all matters relating to this Game. A participant is not a winner of any prize, even if the Play should so indicate, unless and until participant's eligibility and the potential winning Play have been verified and participant has been notified that verification is complete. Sponsor and Administrator will not accept screen shots or other evidence of winning in lieu of its validation process. Any Play that occurs after the system has failed for any reason is deemed defective, is void, and will not be honored.

Limit: Regardless of the method of obtaining a Code, limit five (5) Plays per person/email address per day during the Game Period. A "day" is defined as the 24-hour time period between 12:00 a.m. ET and 11:59:59 p.m. ET; except the first day of the Game Period, which will begin at 12:00 p.m. ET and end at 11:59:59 p.m. ET. Sponsor and its agencies will not accept Plays that are late, incomplete, misdirected, unintelligible or lost. Use of any robotic, automatic, programmed or similar method of Play or more than five (5) Plays per day will void all Plays and result in disqualification.

3. ELIGIBILITY. Open only to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older at the time of a Play. Void where prohibited by law. Employees, officers and directors of The Quaker Oats Company ("Sponsor"), its parent, affiliates, subsidiaries, distributors, advertising, and promotional agencies, Administrator, and the immediate family members (spouse, children, parents, siblings) or household members (whether or not related) of each are not eligible ("Game Parties"). The Game is subject to all federal, state, local laws and regulations.

4. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING. The following Game prizes will be available in the Game (each a "Prize"):

Prize	Quantity Available	ARV (each)	ARV (total)
Cap'n Crunch T-shirt	500	\$22.00	\$11,000.00
Custom Cap'n Crunch Headset	50	\$299.00	\$14,950.00
Custom Cap'n Crunch Portable Speaker	50	\$229.95	\$11,497.50
Pandora One one-year subscription*	1,049	\$64.77	\$67,943.73
Custom Cap'n Crunch Backpack	50	\$44.99	\$2,249.50

The total ARV of all Prizes available in the Game is \$107,640.73. No more Prizes than stated above will be awarded. All sizes and styles will be subject to Sponsor's sole discretion.

*Redeemable only on www.pandora.com/gift for a one (1) year Pandora One Pass. One time use only; pass code is void after activation or expiration. Pandora One subscriptions are subject to the Pandora One Terms available at <http://www.pandora.com/legal/one/>. Use of pass code constitutes acceptance of all applicable terms and conditions. Pandora One Passes and Pandora One subscriptions are issued by Pandora Media California, LLC. ©2016 Pandora Media California, LLC. All rights reserved.

Odds of Winning: In order for a Play to result in a participant being a potential Prize winner, his/her Play must have been received either at the exact randomly predetermined winning time as determined by Administrator or, if no Play is received at the exact randomly predetermined winning time, then the Play that is received at the closest time immediately following the randomly predetermined winning time during the Game Period will result in a winning Play. The number of Prizes available to be won will decrease during the Game Period as Prizes are awarded and/or claimed.

5. GENERAL PRIZE CONDITIONS. Winners are solely responsible for paying all applicable federal, state, and local taxes and all other unspecified expenses associated with the acceptance and/or use of a Prize. Any difference between a stated Prize value and actual Prize value will not be awarded. Prizes are not transferable or redeemable for cash and Prize substitutions will not be allowed, except at sole discretion of the Sponsor, who reserves the right to substitute prizes of equal or greater value. Limit one (1) Prize per person/email address/household per day. Allow 6-8 weeks after winner verification to receive a Prize.

6. DISCLAIMER. Game Parties are not responsible for printing, distribution or production errors. If, due to an administrative, printing or production error, more Prize messages are distributed, or more Prizes are claimed than are intended to be awarded, Prizes will be awarded in a random drawing from among all verified Prize claims received for that Prize. In no event will Sponsor be obligated to award more than the stated number of Prizes. Game Parties are not responsible for any incorrect or inaccurate information caused by Website users; any error, omission, interruption, deletion, defect, delay in operation or transmission, communications-line failure, theft, or destruction or unauthorized access of the Website; downloading materials from or use of the Website; any unauthorized human intervention in the Game; errors in the administration of the Game or the processing of registrations and Plays; and late, lost or undeliverable mail. If, in the Administrator's opinion, there is any suspected or actual evidence of tampering with any portion of the Game, or if technical difficulties compromise the integrity of the Game, the Administrator reserves the right to disqualify suspect Plays (as applicable) or modify the Game in a manner deemed appropriate by the Administrator, at the Administrator's discretion. In such event, winners will be determined from eligible Plays (as applicable) received prior to such determination, or as otherwise deemed appropriate by the Administrator. Administrator reserves the right, at its discretion, to disqualify any individual who tampers with the Game process. In the event of a dispute as to any Play, the Play will be deemed to be made by the name appearing on the online registration form.

7. GENERAL. All Prize claims are subject to verification. All potential Prize winners will receive Prize claim instructions at the time of winning notification. Winners are solely responsible for any taxes on the prize; winners will receive IRS Form 1099s for the ARV of a prize, if applicable. If a winner is a minor in his/her state of residence, Prize may be awarded to the minor's parent/legal guardian, who must assume all responsibilities of Prize winner. Participation constitutes permission (except where prohibited by law) for Sponsor and its

designees to use winners' names and likenesses, for purposes of advertising, publication, promotion, and publicity without additional compensation, unless prohibited by law. By accepting Prize, winners release and agree to hold harmless Game Parties from any and all liability, injury, loss, or damage of any kind to property or person(s), including death, arising in whole or in part, directly or indirectly, from or in connection with participation in the Game, or the awarding, receipt, possession, use or misuse of any Prize and/or with respect to participation in any Prize-related activity. Participants agree to abide by these Official Rules and by the decisions of Sponsor/Administrator. This Game is offered only in the United States and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Game, shall be governed by, and construed in accordance with, the laws of State of Illinois, without giving effect to any choice of law or conflict of law rules. By participating, participants consent to the jurisdiction and venue of the federal, state and local courts for Cook County, Illinois.

Please see Sponsor's privacy policy at <http://www.quakeroats.com/privacy-policy.aspx> for details of our policy regarding the personal information collected in connection with this Game.

8. WAIVER. By participating in this Game, participant waives all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to play.

9. WINNERS LIST. For a list of the winners, send a self-addressed, stamped envelope to: Quaker Cap'n Crunch Be a Captain Instant-Win Game, P.O. Box 251328 West Bloomfield, MI 48325. Requests must be received by April 12, 2017.

Sponsor: The Quaker Oats Company, 555 West Monroe Street, Chicago, Illinois 60661.