

**Brookfield Properties Holiday Promotion  
(the "Program")**

**Official Terms and Conditions**

**OFFER AVAILABLE WHILE SUPPLIES LAST. PURCHASE IS NECESSARY. INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED. Must be 18 or older, a resident of U.S. or one of its territories, and use a cellular/wireless telephone number that you own.** Standard data and messaging rates may apply to participate in the Program via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

**1. AGREEMENT TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS**

By participating in the Program, you agree that you have read and agree to be legally bound by the terms and conditions of these Official Terms and Conditions (the "**Terms and Conditions**").

**2. ELIGIBILITY**

Participation in the Program is only open to legal residents of the United States or one of its territories (the "**Jurisdiction**"), 18 years of age or older at the time of participation (each such resident, a "**Participant**", or "**you**"). Employees, members, representatives, directors, or officers of Brookfield Properties Retail Inc. (the "**Sponsor**"), Snipp Interactive Inc. (the "**Administrator**") and their affiliated and related companies (including, without limitation, their respective parent, sister and subsidiary companies, advertising and promotional agencies, or other party in any way involved in the development or administration of this Program (collectively, the "**Program Parties**"), suppliers of materials or services related to the Program, or a member of the immediate family or household of any such person, are excluded from participation in the Program. In these Terms and Conditions, "immediate family" means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse, regardless of where they reside. Groups, clubs, organizations, businesses, and commercial and non-commercial entities cannot participate in the Program. The following limits apply: **1 Reward per person/cell phone number for the entire Program Period.**

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple cell phone numbers, multiple identities, and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Terms and Conditions, to enter or otherwise participate in or to disrupt this Program, then he/she may be disqualified from the Program in the sole and absolute discretion of the Sponsor. The Sponsor, other Program Parties, and each of their respective officers, directors, agents, representatives, successors, and assigns (collectively, the "**Released Parties**") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed or incomplete submissions (all of which are void).

**3. THE PROGRAM**

While supplies last, Sponsor is offering an eligible Participant the opportunity to receive \$25 (twenty-five dollars) (the "**Reward**"), via Venmo, when such Participant spends \$200 (two hundred dollars) or more (**including tax/excluding gift card purchases**) during the Program Period, (single or multiple transaction(s) accepted) at a qualifying retailer located at a participating retail center managed by Brookfield Properties (defined below). **1 Reward per person/cell phone number for the entire Program Period.** Your Venmo account must remain in good standing from the time of participation through the time of award.

Exhibit A sets out the list of participating retailers at the participating retail centers managed by Brookfield Properties (each a "**Qualifying Retailer**") for the purpose of this Program.

Your Reward will be delivered to the valid mobile phone number you provide during registration. Sponsor is not responsible for undelivered Rewards due to inaccurate mobile number. There is no expiry on the Reward once applied to your Venmo account. This Reward is non-refundable. See Section 8 below.

See Section 5 for how to submit a request to and participate in this Program.

**4. PROGRAM PERIOD AND KEY DATES**

The Program is scheduled to begin on **November 25, 2024, at 12:00:00 a.m. Pacific Standard Time** and is scheduled to end on **December 24, 2024, at 11:59:59 p.m. Pacific Standard Time ("PST")**, or such earlier date and time when all available Rewards have been distributed (the "**Program Period**").

The Program Period (including the scheduled start date and end date) may be modified or terminated at any time at the sole discretion of the Sponsor and without notice.

To be eligible to receive a Reward, qualifying purchases (as specified in Section 3) must be made within one (1) single or multiple transaction(s) at a Qualifying Retailer, located a specific center as specified herein, during the Program Period, in full compliance with these Terms and Conditions. Receipts must be received within the Program Period in accordance with these Terms and Conditions. Rewards must be used in accordance with these Terms and Conditions and in accordance with the Reward Provider Terms (defined below in Section 8). Each Reward is unique and can only be used up to the value of the Reward.

## 5. HOW TO PARTICIPATE

Participants may participate in the Program by: (A) during the Program Period, purchasing \$200 (two hundred dollars) or more (**including tax/excluding gift card purchases**) at any Qualifying Retailer, within one (1) single or multiple transaction(s); (B) ensuring that the applicable sales receipt is itemized and clearly shows the location, name and address of the Qualifying Retailer, the purchase amount, date and time of purchase (ensure it is within the Program Period); (C) taking a photograph (png, jpeg, pdf, and tiff file types with a maximum file size of 10MB) of the sales receipt(s) in its entirety (such photograph, a "**Receipt Image**") (note: Participants are encouraged to blank out any personal information that appears on the sales receipt); and (E) during the Program Period, following the submission method listed below to submit the Receipt Image(s):

**Visit Program Site to Submit.** Visit the Program Site (<https://giftandbemerry.com>). Participants will receive further instructions on uploading the Receipt Image and registering for the Program. Complete the registration form by entering true and accurate information in the required fields (including, First Name, Last Name, E-Mail, Mobile Phone Number). Follow instructions and submit Receipt Image (including reading and accepting any required terms and conditions) and register for the Program.

**Registering at the Program Site is the only way to receive your Reward**, which will be sent via text to the valid mobile phone number you provide during registration, within 48 hours after verification in accordance with these Terms and Conditions. Without the information supplied via registration, we cannot send you your Reward.

## 6. PROCESSING OF SUBMISSIONS

Processing a Receipt Image will take up to 48 hours from the time the Receipt Image is received by or on behalf of the Administrator. Once a Participant's Receipt Image is processed, such Participant will be notified via email, whether such Receipt Image has been successfully validated (proceed to Section 7 and Section 8) or a reason why such Receipt Image could not be processed at such time, as determined by the Administrator in its sole and absolute discretion. It is the responsibility of the Participant to check the applicable email address for such notification. The Released Parties do not assume any responsibility and are not responsible for electronic communications which are undeliverable for any reason, 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 device to receive email messages or other communications. All Receipt Images become the property of Released Parties and will not be returned. Program is void where taxed, prohibited, or restricted by law. Receipts obtained through unauthorized means or illegitimate channels (i.e., other than via a purchase of Participating Products from the Qualifying Retailers) will be void. Receipts that cannot be validated for any reason will be rejected, as determined by the Sponsor in its sole discretion. For example only, and not an all-inclusive list, a receipt will be rejected if it: (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by the Program Parties; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; (vii) reflects the use of more than an authorized number of coupons; or (viii) is incorrectly or incompletely entered or submitted.

## 7. VERIFICATION

All Receipt Images and Participants are subject to verification at any time and for any reason. 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): (i) for the purposes of verifying an individual's eligibility to participate in this Program; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Receipt Image and/or other information for the purposes of this Program; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Program in accordance with the Sponsor's interpretation of the letter and spirit of these Terms and Conditions. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor or its Administrator, may result in disqualification in the sole and absolute discretion of the Sponsor. Proof of transmission (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 Program computers, Administrator or Sponsor. The sole determinant of the time for the purposes of this Program will be the official timekeeping device(s) used by the Administrator.

## 8. DISTRIBUTION OF REWARDS

**Sponsor has allocated \$62,475 in Rewards for this Program** (the "**Reward Pool**"), Rewards available while supplies last. This Program will conclude at the end date or once all Rewards in the Reward Pool have been distributed.

**NOTE:** Rewards will be automatically transferred to Venmo accounts in good standing provided Participant entered their accurate account information at the time of their submission. If there is no Venmo account in good standing associated with Participant's phone number used at the time of Participant's submission, one must be created using the link on the payment notification email within 30 days. Venmo is not a sponsor or affiliated with the sponsor of this program. Participant has 30 days from submission date to create Venmo account to receive Reward.

Participants who are eligible to receive the offer of a Reward will receive an email from the Administrator (the "**Email**") with instructions on how to redeem their Reward, (the "**Reward Instructions**"). The Email shall be delivered to the email address Participant provided during registration. Allow at least 48 hours from successful validation of submission for delivery of the Email. All Rewards qualify as "loyalty, award, or promotional gift cards" for the purposes of the Credit Card Accountability Responsibility and Disclosure Act.

No responsibility is assumed by the Released Parties for any emails that are undeliverable or for any communication after the Email has been sent to the Participant. Rewards must be redeemed in accordance with these Terms and Conditions and the Reward Instructions. You are subject to, and agree to comply with, the terms and conditions of Venmo:

Venmo is not a sponsor of the rewards or otherwise affiliated with the Program Parties. Venmo's User Agreement can be found here: <https://venmo.com/legal/us-user-agreement/>.

The logos and other identifying marks attached are trademarks of, and owned by, each represented company and/or its affiliates.

The Program Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted or undelivered Rewards or transmissions (whether sent by or to the Participant), regardless of cause. The Program Parties are not responsible for (a) any incomplete, incorrect or inaccurate information whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Program or by any technical or human error; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site (or mobile web site), Rewards or transmissions (whether sent by or to a Participant); and (c) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of email on account of technical problems or traffic congestion on the Internet or at any web site (or mobile web site) or any combination thereof. Without limiting the foregoing, Program Parties expressly disclaim any and all liability for Rewards or other transmissions which are not timely received in an uncorrupted form (or received at all) by Participant due to filtering/privacy settings for email transmissions or for any other reason. Program Parties further disclaim any and all liability for Rewards which are returned as undeliverable mail or otherwise not received by Participant for any reason.

All aspects of each Reward will be determined by the Sponsor in its sole and absolute discretion subject to availability. Each Reward must be accepted as awarded and is not transferable, assignable, or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Reward or a component thereof with a reward of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. Rewards will only be awarded to the person whose verifiable full name and valid cell phone appears on the registration form associated with the Receipt Image in question. The Participant is responsible for any damage/loss due to use of a Reward and will be responsible for any legal repercussions arising due to the Reward being prohibited by law or by any other cause whatsoever from claiming, using, or owning the Reward. The Released Parties will not have any liability for any defects, mechanical or otherwise, in respect of the Reward. By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless the Released Parties from any liability, losses, claims or damages which may arise out of participation in the Program or out of the acceptance, use, misuse or possession of any Reward. Without limiting the generality of the previous sentence, the Released Parties will not be liable for any loss; consequential, incidental, special, or exemplary damages; or harm of whatsoever nature and howsoever arising, suffered by any Participant or any third party, as a result of the use of, or inability to use, the Reward by the Participant and/or such third party or any other cause whatsoever. **There are the following limits: 1 Reward per person/cell phone number for the entire Program Period.**

## 9. MODIFICATION AND/OR TERMINATION OF PROGRAM

Sponsor reserves the right to modify the Program, including without limitation the Terms and Conditions governing the Program (including, without limitation, the Reward Pool), at any time, with or without notice. Participation in the Program constitutes acceptance of any modification to the Program, including changes to the Terms and Conditions. Sponsor in its sole discretion reserves the right to shorten, extend, suspend, modify or cancel the Program (including the Program Period and the scheduled begin date and end date) at any time, and for any reason.

Further, and without limiting the generality of the preceding paragraph, the Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Program (or to amend these Terms and Conditions) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Program as contemplated by these Terms and Conditions, including, without limitation, any error(s), problem(s), computer virus(es), bug(s), tampering, unauthorized intervention, fraud or failure(s) of any kind. Any attempt to undermine the legitimate operation of this Program in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made; the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Program, or to amend these Terms and Conditions, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind.

## **10. GENERAL CONDITIONS**

All submissions become the property of the Sponsor. This Program is subject to all applicable federal, state, and municipal laws. The decisions of the Sponsor with respect to all aspects of this Program are final and binding on all entrants without right of appeal.

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S OR ADMINISTRATOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS AND CONDITIONS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR OR ADMINISTRATOR AT ANY TIME.

The Sponsor and Administrator reserve the right, in their sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Terms and Conditions. The Sponsor and Administrator reserve the right to refuse participation to any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In their sole and absolute determination, the Sponsor and Administrator may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's submissions.

The Released Parties will not be liable for: (i) any failure during the Program; (ii) any 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 Receipt Image and/or other information to be received, captured, recorded or otherwise function properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a Participant's or any other person's cell phone, computer or other device related to or resulting from participating in the Program; (v) anyone being incorrectly and/or mistakenly identified as having a valid receipt or having fulfilled the purchase requirement; and/or (vi) any combination of the above.

In the event of a dispute regarding who submitted a Receipt Image, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Receipt Image to have been submitted by the authorized account holder of the cell phone number submitted at the time of submission. "Authorized account holder" is defined as the person who is assigned a cell phone number by a participating cellular carrier. A Participant may be required to provide proof (in a form acceptable to the Sponsor and Administrator – including, without limitation, government-issued photo identification) that he/she is the authorized account holder of the cell phone number associated with the Receipt Image in question.

**PRIVACY:** By participating in this Program, each Participant expressly consents to the Sponsor, Administrator, their agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Program and in accordance with Sponsor's privacy policy (available at: <https://www.brookfieldproperties.com/privacy/>) This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

In the event of any discrepancy or inconsistency between these Terms and Conditions and disclosures or other statements contained in any Program-related materials, including, but not limited to, any point of sale, television, print or online advertising, and/or any instructions or interpretations of these Terms and Conditions given by any representative of the Sponsor or Administrator, the terms and conditions of these Terms and Conditions shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these T&Cs or the rights and obligations of Participants, Sponsor or any of the other Program Parties in connection with the Promotion will be governed by and construed in accordance with the laws of the state of Illinois without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby

consent to the exclusive jurisdiction and venue of the courts located in Chicago, IL in any action to enforce (or otherwise relating to) these T&Cs or relating to this Program.

**11. SPONSOR/ADMINISTRATOR**

Sponsor: Brookfield Properties Retail Inc., 350 N. Orleans St., Suite 300, Chicago, Illinois 60654 ("**Sponsor**")

Administrator: Snipp Interactive, 6708 Tulip Hill Terr, Bethesda, MD 20816 ("**Administrator**")

The logos and other identifying marks attached are trademarks of and owned by each represented company and/or its affiliates.

**Exhibit A**

**Qualifying Retailers**

**Retailer must be located at the applicable Shopping Center, see list provided.**

For a list of Participating Properties and Retailers click <http://snipp.us/!ctDii>