

Official Terms and Conditions

PURCHASE IS NECESSARY. INTERNET ACCESS, A WORKING MOBILE DEVICE AND A VALID E-MAIL ACCOUNT REGISTERED AND VERIFIED BY PAYPAL ARE REQUIRED. STANDARD DATA 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 PARTICIPATION.

VOID OUTSIDE THE ELIGIBILITY AREA (DEFINED BELOW), AND WHERE PROHIBITED OR RESTRICTED BY LAW. DO NOT PARTICIPATE IN THE PROGRAM (DEFINED BELOW) IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

PARTICIPATION IN THIS PROGRAM CONSTITUTES PARTICIPANT'S (DEFINED BELOW) FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE TERMS AND CONDITIONS (THE "TERMS") WHICH ARE A CONTRACT AND TO THE DECISIONS OF THE SPONSOR, WHICH ARE FINAL AND BINDING IN ALL RESPECTS. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE PROGRAM ENTITIES (DEFINED BELOW) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES AND BINDING ARBITRATION.

The Daiya Foods Melt Insurance Money Back Guarantee Program ("Program") is sponsored by Daiya Foods, Inc. (the "Sponsor"). The Sponsor's address is 3100 Production Way, Burnaby, BC V5A 4R4. The Program begins at 12:01 a.m. Eastern Time ("ET") on January 29, 2024, and ends at 11:59 p.m. ET on March 03, 2024 ("Program Period"). The Program is administered by Snipp Interactive Inc., (the "Administrator"). The Administrator's address is 6708 Tulip Hill Terrace, Bethesda, Maryland 20816. The computer clock of Administrator is the official time-keeping device in the Program, and the Administrator may also rely on the time processing functions of third parties. Administrator shall have the sole discretion in determining the timeliness of any action or inaction related to this Program.

- 1. ELIGIBILITY:** The Program is open only to individuals who: (a) are legal residents of: (i) the 50 United States and the District of Columbia; or (ii) Canada (excluding Quebec Province) (the "Eligibility Area"); (b) 18 years of age or older at the time of entering the Program; (c) agree to be bound by the terms of these Terms; and (d) submit a valid Claim (as defined below) (each such individual, a "Participant" or "you"). This Program is **not open** to Participants who: (i) are employees, officers, directors, agents and representatives of the Sponsor, the Administrator or any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Program, (such entities, collectively, the "Program Entities"); (ii) are immediate families (defined as parents, child, sibling, domestic partner, spouse and their respective spouses, regardless of where they reside) or household members (defined as those people who share the same residence at least three (3) months a year) of such individuals listed in clause (i) above); (iii) are prohibited by applicable law from entering the Program; or (iv) do not meet any of the eligibility requirements set forth above.
- 2. THE OFFER:** The Sponsor is offering eligible Participants who purchase one (1) or more Qualifying Product(s) (defined below) during the Purchase Period (defined below) from any retailer in the Eligibility Area (such retailer, a "Qualifying Retailer" and such purchase, the "Qualifying Purchase") **and** who are not satisfied with their Qualifying Purchase, the one-time opportunity to receive an amount equivalent to the **lower of** (a) the amount spent (before taxes and after discount) on the lowest priced Participating Product in the Qualifying Purchase; and (b) CAD/USD \$6.99 (currency based on residence of Participant) (such lower amount, the "Money-Back"). Exhibit A sets out the "Qualifying Products" for the purposes of this Program.

LIMITS:

- **Maximum of one (1) Money-Back redemption per Participant; and**
 - **Maximum of one (1) Money-Back redemption per household.**
- 3. KEY DATES:** The Qualifying Purchase(s) must be made at any Qualifying Retailer(s) between 12:01 a.m. ET on January 29, 2024, and 11:59 p.m. ET on March 03, 2024 (the "Purchase Period"). Claims must be submitted between 12:01 a.m. ET on January 29, 2024 and April 30, 2024 (the "Claim Period", and such end date of the Claim Period, the "Claim End Date"). The Program Period, Purchase Period and Claim Period (including their scheduled start date(s) and end date(s)) may be modified or terminated at any time at the sole discretion of the Promotion Parties and without notice.

- 4. HOW TO PARTICIPATE:** An eligible Participant who is not satisfied with their Qualifying Purchase may participate in this Program by first taking a photograph (maximum file size of 10MB) of the sales receipt of the Qualifying Purchase in its entirety, ensuring that the photograph clearly identifies the name and location of the Participating Retailer, Participating Product(s) and date of purchase (such photograph, a "Receipt Image") and thereafter on or before the Claim End Date, following the method listed below to claim their one-time Money-Back (the "Claim"):

During the Claim Period, visit <http://DaiyaMeltInsurance.com> (the "Claim Site") where based on accurately choosing your country of residence you will be navigated to the applicable Country Page (i.e., to <http://usa.daiyameltinsurance.com/> for all residents of any of the 50 United States and the District of Columbia and <http://ca.daiyameltinsurance.com/> for all residents of Canada (excluding Quebec). Then, you will be asked to provide your email address (the "Registered Email Address") and to upload your Receipt Image and required to complete the provided claim form (the "Claim Form") as well as pass authentication tests requiring the requesting of a one-time password (OTP) via text and entering the OTP on the Claim Form). Required fields of the Claim Form include Full Name, Complete Mailing Address (which has to be within the Eligibility Area), Email Address (which has to be the Registered Email Address), Mobile Phone Number & Opt-in to the Official Rules & Privacy Policy for the Program, the OTP, the date of the Qualifying Purchase, the Qualifying Product UPC as well as a fifteen (15) word explanation on why you are dissatisfied with the Qualifying Product.

NOTE: Participants are encouraged to blank out any personal information that appears on the Receipt Image.

All Claims must be received by 11:59 p.m. ET on April 30, 2024.

Use of multiple email addresses and/or phone numbers to obtain additional Money-Backs is fraud and may result in prosecution. If any Eligible Purchase is refunded, that Eligible Purchase will not qualify for earning the Money-Back.

You understand that Internet access and device data usage charges and any other charges imposed by your mobile plan and/or online service may apply when making a Claim. Contact your wireless carrier and/or check your mobile plan for data usage pricing plans and details. In the event of a dispute as to any Claim, the Authorized Account Holder of the email address used to register for the Claim will be deemed to be the Participant. The "Authorized Account Holder" is the natural person who is assigned an account by the Internet access provider, online service provider, or other organization responsible for assigning such accounts or the account associated with the submitted email address. The Participants may be required to show proof of being the Authorized Account Holder.

LIMITS:

- **Maximum of one (1) Money-Back redemption per Participant; and**
- **Maximum of one (1) Money-Back redemption per household.**

- 5. PROCESSING OF CLAIMS:** Processing of a Claim may take up to seven (7) days from the time the Claim is received by or on behalf of the Administrator. Once your Claim is processed, you will be notified via text message or email, whether such Claim has been successfully validated or a reason why such Claim could not be processed at such time, as determined by the Administrator in its sole and absolute discretion. It is your responsibility to check the applicable mobile phone number and email address for such notification. All Claims and Receipt Images become the property of Program Entities and will not be returned. Receipts and/or Receipt Image(s) obtained through unauthorized means or illegitimate channels (i.e., other than via Qualifying Purchase(s)) will be void. Receipt Images that cannot be validated for any reason will be rejected, as determined by the Administrator in its sole discretion. For example only, and not an all-inclusive list, a Receipt Image 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 Administrator; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; or (vii) is incorrectly or incompletely submitted. Claims that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive, or otherwise not in compliance with these Terms may be disqualified from the Program at Administrator's sole and absolute discretion. Claims generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Claims received based on any tampering (cheating) or foul play will render that Participant ineligible to receive any Money-Back Guarantees and

may result in Participant no longer being allowed to enter Sponsor's other Programs in the future, at Sponsor's sole discretion.

- 6. VERIFICATION: YOU MUST KEEP YOUR ORIGINAL SALES RECEIPT(S) AND THE ORIGINAL PACKAGING FOR THE QUALIFYING PURCHASE.** The Administrator reserves the right to request from a Participant, the original sales receipt and/or packaging for the Qualifying Purchase for further verification purposes at any time and for any reason. All Qualifying Purchases (including Receipt Images) and Participants are subject to verification at any time and for any reason. The Administrator reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Administrator including, without limitation, government issued photo identification): (i) for the purposes of verifying your 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 Administrator deems necessary, in its sole and absolute discretion, for the purposes of administering this Program in accordance with the Administrator's interpretation of the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of the Administrator within the timeline specified by the Administrator may result in disqualification in the sole and absolute discretion of the Administrator. Proof of transmission (screenshots or captures etc.), or attempted transmission of a Claim or of attempted submission of any communication, does not constitute proof of delivery or receipt by the Administrator or Sponsor.
- 7. MONEY-BACK TERMS:** If you are eligible to receive a Money-Back, you will receive an email from the Administrator sent to the Registered Email Address (the "Money-Back Email"). Click on the link included in the Money-Back Email and complete the authentication test by authenticating the Registered Email Address and thereafter follow instructions to redeem the applicable Money-Back. Within 48 hours of successfully completing the redemption process, you will receive the applicable Money-Back, which will be sent via email from PayPal® (the "Issuer") to the Registered Email Address. **NOTE:** If the Registered Email Address is not registered and verified with the Issuer you will be sent an email message to the Registered Email Address with a link asking you to register and verify the Registered Email Address with the Issuer (the "Link"), which Link will be valid for thirty (30) days, after which time the Link will expire and you will not be able to access and/or use the underlying Money-Back.

Participant's PayPal® account must remain in good standing from the time of participation through the time of award of the Money-Back, as determined by the Issuer in its sole discretion. There is no expiry on the Money-Back once applied to your PayPal® account. This Money-Back is non-refundable. Money-Back is subject to the terms and conditions of the Issuer.

All aspects of each Money-Back will be determined by the Sponsor in its sole and absolute discretion subject to availability. Each Money-Back 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. Money-Back will only be awarded to the person whose verifiable valid mobile phone number and e-mail address appears on the Registration Form associated with the Receipt Image in question.

THE MONEY-BACK IS AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROGRAM ENTITIES. ALL MONEY-BACK DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH MONEY-BACK ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE PARTICIPANT'S SOLE RESPONSIBILITY.

- 8. RELEASE:** By entering this Program, you agree to release, discharge and hold harmless the Program Entities, and their respective directors, officers, employees, agents and assigns; and each of these companies' and individuals' respective successors, representatives and assigns from and against: (a) any claims, liabilities, losses, and damages arising out of, or relating to, your participation in this Program and the acceptance and use, misuse, or possession of any reward/Money-Back awarded hereunder (including, without limitation, any misrepresentation made by you in connection with the Program); (b) any non-compliance by you with these Terms; (c) claims brought by persons or entities other than the parties to these Terms arising from or related to your involvement with the Program; (d) acceptance, possession, misuse or use of any reward/Money-Back or participation in this Program; (e) any malfunction, error or other problem arising in connection with the collection, processing, or retention of Claim information; or any typographical or other error. The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Program or the Money-Back. If Sponsor's use of your Claim causes Sponsor to be subject to a claim by any third party (including, but not

limited to, a claim of infringement), you agree to indemnify and hold harmless the Program Entities, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Program Entities (or any one of them) may incur as a result of the use of your Claim.

- 9. DISCLAIMER:** Program Entities 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 your mailbox or telephone to receive e-mail messages, text message or other communications. Program Entities are not responsible for printing or typographical errors in these Terms or in any Program-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual it suspects or finds: (a) to have tampered with the submission process or the operation of the Program; (b) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (c) to have provided inaccurate information on any legal documents submitted in connection with the Program; or (d) to be acting in violation of these Terms. Sponsor also reserves the right to terminate, suspend, cancel or modify the Program if for any reason this Program is not capable of running as planned due to any reason, including acts of God, war, natural disasters, coronavirus (COVID-19) pandemic, other epidemics or medical emergencies, government mandated lockdowns, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, other force majeure events or other events outside of the reasonable control of the Program Entities, infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Program. Program Entities are not responsible or liable for any events which may cause errors and/or the Program to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, submission, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or Claim to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to your or any other person's computer relating to or resulting from participation in this Program or downloading any materials in this Program. Program Entities are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Program, the processing of Claims, the distribution of Money-Back Guarantees or in any other Program-related materials.

CAUTION: ANY ACT OR ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROGRAM ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

NOTHING IN THESE TERMS SHALL DISCLAIM, LIMIT, OR EXCLUDE LIABILITY FOR ANY LIABILITY THAT MAY NOT BE DISCLAIMED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

- 10. PRIVACY POLICY:** The Participant acknowledge and understand that all personal information submitted as part of this Program will be collected and processed by Sponsor for the purpose of managing the Program, and such additional purposes specified in connection with entering or participating in the Program, in accordance with the Sponsor's privacy policy available at <https://daiyafoods.com/policies/privacy-policy> (the "Privacy Policy"). Participants can read more about their rights, how Participant's personal information is used, and how to contact Sponsor, in the Privacy Policy. By participating in the Program, Participants agree to these Terms and the terms and conditions of Sponsor's website and acknowledge all of the terms and conditions of the Privacy Policy.
- 11. APPLICABLE LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of the Participant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of British Columbia, Canada without giving effect to any choice of law or conflict of law rules (whether of the (state/province) or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than British Columbia, Canada. Some jurisdictions do not allow for limitations of certain remedies or damages and so those provisions may not apply to you.

12. GENERAL CONDITIONS:

The decisions of the Sponsor with respect to all aspects of this Program are final and binding on all Participants without right of appeal. ANY PERSON FOUND TO BE IN VIOLATION OF THE LETTER AND SPIRIT OF THESE TERMS BY THE SPONSOR, FOR ANY REASON WHATSOEVER, MAY BE DISQUALIFIED AT ANY TIME, AT THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR.

Participants acknowledge that upon acceptance of a Money-Back Guarantee, performance of Money-Back Guarantee obligations becomes the sole and exclusive responsibility of the designated service provider(s) for those portions not originating with Sponsor, if any.

The Sponsor reserves the right to change the dates, deadlines and/or other mechanics of the Program as set out in these Official Rules, to the extent deemed necessary by the Sponsor, in order to verify that a Participant, a Claim and/or other information comply with these Terms, or due to technical or other problems or circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Program as contemplated in these Terms, or for any other reason in its sole discretion.

The Sponsor is the sole owner of the Program materials and products of the Program and of the intellectual property rights related thereto, and nothing in these Official Rules shall be construed as conferring any rights whatsoever on the Participants in this regard.

Except as provided in these Terms, no communications or correspondence will be entered into with Participants, except as otherwise decided by the Sponsor in its sole discretion.

14. Sponsor: Daiya Foods, Inc., 3100 Production Way, Burnaby, BC V5A 4R4.

PayPal is not a sponsor of the rewards or otherwise affiliated with this company. The logos and other identifying marks attached are trademarks of and owned by each represented company and/or its affiliates. Please visit each company's website for additional terms and conditions.

Exhibit A
Participating Products

1. Participating Products in the 50 United States and the District of Columbia

Brand	Description	Weight	UPC
Daiya Foods	Dairy-Free Cheddar Shreds	7.1oz	871459003214
Daiya Foods	Dairy-Free Mozzarella Shreds	7.1oz	871459003207
Daiya Foods	Dairy-Free Cheddar & Mozza Shreds	7.1oz	871459003269
Daiya Foods	Dairy-Free Mexican Blend Shreds	7.1oz	871459003191
Daiya Foods	Dairy-Free Spicy Mont Jack Shreds	7.1oz	871459003221
Daiya Foods	Dairy-Free Parmesan Shreds	7.1oz	871459003184
Daiya Foods	Dairy-Free Italian Blend Shreds	7.1oz	871459003160
Daiya Foods	Dairy-Free Cheddar Slices	7.8oz	871459000220
Daiya Foods	Dairy-Free Swiss Slices	7.8oz	871459000206
Daiya Foods	Dairy-Free Provolone Slices	7.8oz	871459000213
Daiya Foods	Dairy-Free Smoked Gouda Slices	7.8oz	871459000251
Daiya Foods	Dairy-Free American Slices	7.8oz	871459000237
Daiya Foods	Dairy-Free Cheddar Block	7.1oz	871459000121
Daiya Foods	Dairy-Free Mozzarella Block	7.1oz	871459000091
Daiya Foods	Dairy-Free Jalapeno Havarti Block	7.1oz	871459000138
Daiya Foods	Dairy-Free Smoked Gouda Block	7.1oz	871459000145
Daiya Foods	Dairy-Free Cheddar Sticks	4.65oz	871459000169
Daiya Foods	Dairy-Free Mozzarella Sticks	4.65oz	871459000152

2. Participating Products in Canada (excluding Quebec)

Brand	Description	Weight	UPC
Daiya Foods	Dairy-Free Cheddar Shreds	200g	871459003245
Daiya Foods	Dairy-Free Mozzarella Shreds	200g	871459003238
Daiya Foods	Dairy-Free Mexican Blend Shreds	200g	871459003658
Daiya Foods	Dairy-Free Spicy Mont Jack Shreds	200g	871459003252
Daiya Foods	Dairy-Free Parmesan Shreds	200g	871459003665
Daiya Foods	Dairy-Free Italian Blend Shreds	200g	871459003177
Daiya Foods	Dairy-Free Cheddar Slices	220g	871459000329
Daiya Foods	Dairy-Free Swiss Slices	220g	871459000305
Daiya Foods	Dairy-Free Smoked Gouda Slices	220g	871459000343
Daiya Foods	Dairy-Free Cheddar Block	200g	871459001128
Daiya Foods	Dairy-Free Smoked Gouda Block	200g	871459001142
Daiya Foods	Dairy-Free Cheddar Sticks	132g	871459001166
Daiya Foods	Dairy-Free Mozzarella Sticks	132g	871459001159