

Full Terms and Conditions

INTERNET ACCESS, A VALID E-MAIL ACCOUNT AND THE ABILITY TO RECEIVE SMS TEXT MESSAGES ARE REQUIRED. Standard data rates may apply. Please contact your service provider for pricing and service plan information and rates before participation.

BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THESE TERMS AND CONDITIONS (“TERMS”), WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE PROMOTION ENTITIES (DEFINED BELOW), A LIMITATION OF YOUR RIGHTS AND REMEDIES AND BINDING ARBITRATION.

- 1. SPONSOR:** Danone US, LLC, 1 Maple Ave, 3rd Floor, White Plains, NY 10605. **ADMINISTRATOR:** Snipp Interactive Inc., 6708 Tulip Hill Terr, Bethesda, MD 20816.
- 2. ELIGIBILITY:** National Breakfast Scale Promotion (the “Promotion”) is open only to legal residents of the fifty (50) United States and the District of Columbia (the “Eligibility Area”) who are at least eighteen (18) years of age (or 19 if a resident of AL or NE, 21 and older for residents of MS) at the time of participation (“You”, or “Participant”), **excluding:** (a) employees, directors, officers, representatives and agents of: (a) (i) Danone US, LLC (the “Sponsor”); and (b) any of the Sponsor’s advertising, promotion and fulfillment agencies involved in the development or execution of the Promotion in any way, including without limitation Snipp Interactive Inc; and (c) all persons with whom those specified in (a) are domiciled or immediately related. For the purposes of these Terms, two (2) people are “immediately related” if one (1) is the husband, wife, spouse, common-law partner, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, sister, stepsister, sister-in-law, brother, stepbrother, brother-in-law, mother, stepmother, mother-in-law, father, stepfather, or father-in-law of the other. For clarity, groups, clubs, organizations, businesses, and commercial and non-commercial entities cannot enter the Promotion.
- 3.** The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Promotion constitutes participant’s full and unconditional agreement to these Terms and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Promotion. Receiving a Reward (defined below) is contingent upon fulfilling all requirements set forth herein.

If it is discovered by the Sponsor or Administrator (using any evidence or other information made available to or otherwise discovered by the Sponsor or Administrator) that any person has attempted to use multiple names, 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 or Administrator’s interpretation of the letter and spirit of these Terms to participate in, or to disrupt this Promotion, then such person may be disqualified from the Promotion in the sole and absolute discretion of the Sponsor and all Rewards awarded may be forfeited.

4. TIMING; IMPORTANT DATES:

- Qualifying Purchases (defined below) must be completed between January 1, 2025, at 12:00:01 a.m. Eastern Time (“ET”) and February 28, 2025, at 11:59:59 p.m. ET (the “Purchase Period”) and as further set forth in Section 4 below.

- Receipts/Receipt Images must be submitted by March 15, 2025 (the “Submission End Date”) and as further set out in Section 5 below. Administrator’s computer is the official time-keeping device for the Promotion.

The Purchase Period and/or the Submission End Date and/or the Reward Pool may be modified or at any time at the sole discretion of the Sponsor and with or without notice.

5. HOW TO PARTICIPATE: During the Purchase Period, purchase fifteen dollars (\$15) or more (after discounts and before taxes) of Qualifying Products in a single or multiple transactions, at any retailer in the Eligibility Area (a “Qualifying Purchase”).

- For a list of qualifying products (the “Qualifying Products”), see Exhibit B below.

Be sure to keep your receipt(s) of your Qualifying Purchase. Then take a photo of your entire receipt(s) (collectively, “Receipt Image”). Receipt Image(s) must be clear and legible and include the purchase date and timestamp of your receipt, show the Qualifying Purchase and the name(s) of the retailer(s) (note: Participants are encouraged to blank out any personal information that appears on the sales receipt). Thereafter submit the Receipt Image(s) and register for the Promotion before the Submission End Date by following either of the methods set out below to receive one (1) \$5 gift card **or** one (1) \$5 Virtual Visa® Prepaid Card based on the identity of the retailer in the applicable validated Qualifying Purchase (or, if the Qualifying Purchase was made at multiple retailers, then the identity of the retailer where the first purchase comprising the Qualifying Purchase was made), and as further set out in Exhibit A below (the “Reward”), **while supplies of Rewards last.**

- (i) **Visit Website to Submit.** Visit www.morningsupgraded.com (“Website”) and prior to the Submission End Date follow the instructions to upload a Receipt Image and complete a registration form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State, Zip Code, E-Mail, and Phone Number) as well as pass authentication tests requiring the requesting of a one-time password (OTP) via text and entering the OTP on the registration form, and reading and accepting any required terms and conditions.

OR

- (ii) **Email to Submit.** Email Receipt Image to Morningsupgradedsubmission@snippmedia.com prior to the Submission End Date. Upon emailing Receipt Image, Participants will be sent a link to a registration form for the Website; allow approximately 30 minutes to receive the link*. Complete the registration form prior to the Submission End Date by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State, Zip Code, E-Mail, and Phone Number) as well as pass authentication tests requiring the requesting of a one-time password (OTP) via email and entering the OTP on the registration form, and reading and accepting any required terms and conditions.

*Provision of link to registration form via email merely indicates that photo of Receipt Image was received but is not otherwise binding upon Sponsor. Without limiting the foregoing, provision of link does not constitute a representation by Sponsor that Image has been validated in accordance with these Terms.

Each receipt/Receipt Image may only be used once. Multiple participants are not permitted to share the same email address. Registering for the Promotion and uploading a valid receipt with qualifying criteria is the only way to receive a Reward, which will be sent to the email address provided during registration, approximately 48 hours after Receipt Image has been validated. Without the information supplied via registration, a Reward cannot be sent.

LIMIT FIVE (5) REWARDS PER PARTICIPANT AND PER HOUSEHOLD FOR THE ENTIRE PROMOTION PERIOD, WHILE SUPPLIES OF REWARDS LAST.

Processing of Receipt Images: Processing of Receipt Image(s) will take 48 hours from the time the Receipt Image is received by the Administrator. Once a participant's Receipt Image(s) is/are processed, such participant will be notified via email, whether such Receipt Image(s) has been successfully validated or a reason why such Receipt Image(s) could not be processed. It is the responsibility of the participant to check the applicable email account for such notification including in the inbox, spam, or junk folders. The Promotion Entities do not assume any responsibility and are not responsible for electronic communications which are undeliverable for any reason, including (but not limited to) because of any form of active or passive filtering of any kind or insufficient space in a participant's mailbox or telephone to receive e-mail messages, text message or other communications. All Receipt Images become the property of Promotion Entities and will not be returned. Receipts that have been auctioned, traded, bartered, sold or modified or altered will be void. Receipts obtained through unauthorized means or illegitimate channels (i.e., other than via a purchase of Qualifying Products during the Purchase Period) will be void. Receipts that cannot be validated for any reason, as determined by the Administrator in its sole discretion, will be rejected.

Verification: Sponsor and Administrator reserve the right, in their sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor and/or Administrator for the purposes of verifying an individual's eligibility to participate in this Promotion; for legitimacy of any Receipt Image; or for any other reason. Failure to provide such proof to the complete satisfaction of the Sponsor and/or Administrator within the timeline specified by the Sponsor or Administrator, may result in disqualification. Proof of transmission (screenshots or captures etc.), or attempted transmission does not constitute proof of delivery.

6. REWARD DELIVERY; REWARD TERMS:

There are currently scheduled to be a total of 30,000 Rewards that are available for distribution as part of this Promotion (the "Reward Pool"), which Reward Pool can be modified by the Sponsor at its sole discretion. This Promotion will immediately terminate once all Rewards in the Reward Pool have been distributed.

Participants will receive their Reward (at the email address provided during registration) in approximately 48 hours after confirmation of verification of Receipt Image, while supplies of Rewards last. Sponsor and any company involved in the creation, design, execution, production, or fulfillment of the Promotion (collectively, the "Promotion Entities") expressly disclaim 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. Promotion Entities further disclaim all liability for Rewards which are returned as undeliverable mail or otherwise not received by Participant for any reason. For any queries reach out to us via email address: Morningsupgradedhelp@snippmedia.com. Rewards are subject to the terms and conditions of their respective issuer, including as may be set out in Exhibit A below:

Rewards will only be awarded to the person whose verifiable full name and valid e-mail appears on the registration form associated with the Receipt Image(s) in question. You are responsible for any damage/loss due to the use of a Reward.

All Rewards qualify as “loyalty, award, or promotional gift cards” for the purposes of the Credit Card Accountability Responsibility and Disclosure Act.

Use of multiple email addresses and/or phone numbers to obtain additional Rewards is fraud and may result in prosecution. Receipts and Receipt Images obtained through unauthorized means or illegitimate channels will be void. Receipt Images 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 Sponsor or the Participating Retailer; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; or (vii) is incorrectly or incompletely entered or submitted.

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 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, to enter or otherwise participate in or to disrupt this Promotion, then he/she may be disqualified from the Promotion in the sole and absolute discretion of the Sponsor.

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. 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 prize of equal or greater retail value.

THE REWARD(S) ARE 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 PROMOTION ENTITIES. ALL REWARD DETAILS ARE AT SPONSOR’S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH REWARD ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE PARTICIPANT’S SOLE RESPONSIBILITY.

- 7. INDEMNIFICATION; LIMITATIONS OF LIABILITY; RELEASE:** By participating, each participant agrees to release, hold harmless and indemnify the Promotion Entities and all of their agents, successors, and assigns from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye

or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's participation in the Promotion, acceptance or use or misuse of a Reward. The Promotion Entities are not responsible for: (1) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted or undelivered Receipt Images, Rewards, email, transmissions, or other communications of any kind; (2) any incorrect or inaccurate information, whether caused by participants, printing errors, or by any of the equipment or programming associated with or utilized in the Promotion; (3) 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); (4) 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; (5) unauthorized human intervention in any part of the receipt submission process or the Promotion; (6) any other technical, mechanical, typographical, network, human or other error which may occur in the administration of the Promotion, the processing of Receipt Images or Rewards, or any other Promotion-related materials. The Promotion Entities are not responsible for injury or damage to participant's or to any other person's computer or other device related to or resulting from participating in this Promotion or downloading materials from or use of any website.

- 8. DISCLAIMER:** Sponsor is not responsible for printing or typographical errors in these Terms or in any Promotion-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 Promotion; (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 Promotion; or (d) to be acting in violation of these Terms. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion if for any reason this Promotion 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 Sponsor, 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 Promotion. Sponsor is not responsible or liable for any events which may cause errors and/or the Promotion 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 Submission 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 Promotion or downloading any materials in this Promotion. Sponsor is 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 Promotion, the processing of Submissions, the distribution of Rewards or in any other Promotion-related materials.

CAUTION: ANY ACT OR ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION 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.

- 9. PRIVACY POLICY:** The Participant acknowledge and understand that all information submitted as part of this Promotion will be collected and processed by Sponsor for the purpose of managing the Promotion, and for additional purposes in accordance with the Sponsor's privacy policy available at <https://www.danonenorthamerica.com/privacy-policy.html> (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 Promotion, Participants agree to any terms and conditions posted on the Website and acknowledge the Privacy Policy.
- 10. 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. Some jurisdictions do not allow for limitations of certain remedies or damages and so those provisions may not apply to you.
- 11. DISPUTES/ARBITRATION:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Promotion Entities shall be entitled to seek injunctive or equitable relief in the state and federal courts in Westchester County, New York and any other court with jurisdiction over the parties. In arbitration, there is no judge or grand jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Westchester County, New York. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Westchester County, New York. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration

hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

- 12. GENERAL CONDITIONS:** The decisions of the Sponsor with respect to all aspects of this Promotion 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 Reward, performance of Reward 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 Promotion as set out in these Official Rules, to the extent deemed necessary by the Sponsor, in order to verify that a Participant, a redemption 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 Promotion as contemplated in these Terms, or for any other reason in its sole discretion.

The Sponsor is the sole owner of the Promotion materials and products of the Promotion and of the intellectual property rights related thereto, and nothing in these Terms 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.

EXHIBIT A
Participating Retailers and Applicable Reward

Name of Applicable Retailer	Applicable Reward
Any physical or online location of Walmart, Inc. in the Eligibility Area,	\$ 5 (Five Dollars) digital gift card of the applicable retailer
Any physical or online location of Target Corporation in the Eligibility Area,	\$ 5 (Five Dollars) digital gift card of the applicable retailer
Any physical or online location of The Kroger Company in the Eligibility Area	\$ 5 (Five Dollars) digital gift card of the applicable retailer
Any physical or online location of Albertsons Companies Inc. in the Eligibility Area	\$ 5 (Five Dollars) digital gift card of the applicable retailer
Any physical or online location of Jewel-Osco in the Eligibility Area	\$ 5 (Five Dollars) digital gift card of the applicable retailer
Any physical or online location of King Soopers Inc. in the Eligibility Area	\$ 5 (Five Dollars) digital gift card of the applicable retailer
Amazon.Com Inc.	\$ 5 (Five Dollars) digital gift card of the applicable retailer
All other physical or online stores operating in the Eligibility Area	\$5 Virtual Visa [®] Prepaid Card* *Virtual card is issued by Pathward [®] , N.A., Member FDIC, pursuant to a license from Visa U.S.A. Inc. No cash access or recurring payments. Can be used everywhere Visa debit cards are accepted online, or phone/mail orders. Valid for up to 6 months; unused funds will forfeit after the valid thru date. Terms and conditions apply

Exhibit B

Link to Qualifying Products for the promotion: <http://snipp.us!/cux87>