

**DiGiorno Pizza Kickoff
Offer Terms and Conditions**

PURCHASE IS NECESSARY. INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED. A mobile device may also be used to participate. Standard data rates may apply to participate in the Promotion via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THESE OFFER TERMS AND CONDITIONS (“OFFER 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) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. SPONSOR: Nestlé USA, Inc., 1812 N. Moore Street, Arlington, VA 22209. **ADMINISTRATOR:** Snipp Interactive Inc., 6708 Tulip Hill Terr, Bethesda, MD 20816.

2. ELIGIBILITY: The DiGiorno Pizza Kickoff (the “Promotion”) is open only to legal residents of the fifty (50) United States and the District of Columbia 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. Employees, officers and representatives and members of the immediate families (i.e., parents, spouses, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) of Sponsor, Administrator, and their respective affiliated companies, parent companies, subsidiaries, participating promotional partners, retailers, distributors, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfillment of the Promotion (collectively, the “Promotion Entities”) are not eligible. 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 Offer 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 Offer 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 may be forfeited.

3. TIMING: The Promotion begins on January 1, 2024, at 12:00:01 a.m. Eastern Time (“ET”) and ends on February 16, 2024, at 11:59:59 p.m. ET (the “Promotion Period”). Administrator’s computer is the official time-keeping device for the Promotion.

4. HOW TO PARTICIPATE: During the Promotion Period, purchase qualifying DiGiorno Classic Crust Pizza products (minimum purchase spend of \$10) in a single transaction (on a single receipt), at any Walmart retail store location or online at Walmart.com (each a “Qualifying Purchase”). For a list of participating products (the “Qualifying Products”), see Exhibit A below. Net purchase determined after all discounts,

offers and coupons, including, but not limited to, Walmart Cash. Be sure to keep your receipt. Then take a photo of your entire receipt (“Receipt Image”). Receipt Image must be clear and legible and include the purchase date and timestamp of your receipt, show the Qualifying Purchase(s), including the price of the Qualifying Purchase(s) as well as the total amount of money spent (note: Participants are encouraged to blank out any personal information that appears on the sales receipt).

Then visit <https://digiornokickoff2.Snipp.us> (“Website”) and follow the instructions to upload a Receipt Image to receive one (1) ten-dollar (\$10) Fanatics eGift card (“Reward”). It is hereby clarified that a Qualifying Purchase of \$10 and a Qualifying Purchase of \$30, will both receive one (1) Reward. 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 or emailing a Receipt Image are the only ways 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.

**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 any Receipt Image has been validated in accordance with these Offer Terms.

LIMIT TEN (10) REWARDS PER PERSON/EMAIL ADDRESS FOR THE ENTIRE PROMOTION PERIOD.

4.1 Processing of Receipt Images: Processing of a Receipt Image will take 48 hours from the time the Receipt Image is received by 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 or a reason why such Receipt Image 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 Released Parties (as defined below) 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 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 obtained through unauthorized means or illegitimate channels (i.e., other than via a purchase of Qualifying Products during the Promotion Period) will be void. Receipts that cannot be validated for any reason, as determined by Administrator in its sole discretion, will be rejected.

4.2 Verification: 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 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 within the timeline specified by the Sponsor or its Administrator, may result in disqualification. Proof of transmission (screenshots or captures etc.), or attempted transmission does not constitute proof of delivery.

4.3 Distribution of Rewards: A total of twenty-five thousand (25,000) Rewards are available for distribution as part of this Promotion. This Promotion will immediately terminate once all Rewards in 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. Promotion Entities 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 and/or text transmissions or for any other reason. Promotion Entities further disclaim any and all liability for Rewards which are returned as undeliverable mail or otherwise not received by Participant for any reason.

Rewards are subject to the terms and conditions of the issuer.

Reward 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 with a reward of equal or greater retail value. 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 in question. You are responsible for any damage/loss due to use of a Reward. Rewards are provided "as is" with no warranty or guarantee, either express or implied.

LIMIT TEN (10) REWARDS PER PERSON/EMAIL ADDRESS FOR THE ENTIRE PROMOTION PERIOD.

5. 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 (collectively, "Released Parties") 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 Released Parties 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 or text 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 Released Parties 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.

6. Privacy: Any information collected in this Promotion will be collected by Sponsor in accordance with the terms of Sponsor's Privacy Notice. Please review Sponsor's Privacy Notice: <https://privacy.nestleusa.com/>.

For information on how your personal information may be used by the Administrator, please read their privacy policy at: <https://www.snipp.com/privacy-policy>.

7. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Persons who tamper with or abuse any aspect of the Promotion, who act in an unsportsmanlike or disruptive manner or who are in violation of these Offer Terms, as solely determined by Sponsor, will be disqualified and all associated Rewards will be void. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of Rewards described in these Offer Terms will be awarded. The invalidity or unenforceability of any provision of these Offer Terms 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 Offer Terms shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Offer Terms shall not constitute a waiver of that provision.

8. Disputes/Governing Law: Participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion, other than those concerning the administration of the Promotion or for any disputes arising from the loss or injury from the redemption of a Reward, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Offer Terms (except for any disputes arising from the loss or injury from the use of a Reward) shall be submitted to final, binding arbitration conducted in Arlington County, VA under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired Virginia state or federal court judge who shall follow Virginia law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Arlington County, VA including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Promotion Entities shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Offer Terms) in the state and federal courts of Arlington County, VA. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Offer Terms), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Arlington County, VA; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (iv) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Offer 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 Virginia, without giving effect to any choice of law or conflict of law rules (whether of the State of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Virginia.

This company is not affiliated with Wal-Mart Stores, Inc., Wal-Mart Stores Arkansas, LLC, Walmart.com or any of their affiliates. Wal-Mart Stores, Inc., Wal-Mart Stores Arkansas, LLC, Walmart.com and their affiliates do not endorse or sponsor this reward program's services, products, or activities.

See <http://Walmart.com/giftcardterms> for complete gift card terms and conditions.

Fanatics is not a sponsor of the rewards or promotion 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

A. Qualifying Products

	UPC	Item Nbr	Item Desc
Pizza			
Classic Digiorno	0007192174400	662658690	DG CLSC MT LVRS
Classic Digiorno	0007192173190	662658693	DG CLSC PEPP
Classic Digiorno	0007192127503	662658691	DG CLSC SPRM
Classic Digiorno	0007192161613	662658692	DG CLSC CHS
Original Digiorno	0007192196239	576689052	DIG OL RSNC PEPP
Original Digiorno	0007192180560	576689054	DIG OL RSNC 3 MT
Original Digiorno	0007192194947	576689051	DIG OL RSNC SUP
Original Digiorno	0007192100338	576689049	DIG OL RSNC CHS
Original Digiorno	0007192176312	576689050	DIG OL RSNC HAWAIIAN
Original Digiorno	0007192100332	576689056	DIG OL RSNC SSG/PEP
Original Digiorno	0007192100335	576689055	DIG OL RSNC SPN/MSH
Stuffed Crust	0007192192580	576689099	DIG STFD CR PEPP
Stuffed Crust	0007192174374	576689097	DIG STFD CR 3 MT
Stuffed Crust	0007192120616	576689096	DIG STFD CR CHS
Stuffed Crust	0007192182588	576689098	DIG STFD CR SUPRM
Stuffed Crust	0007192151038	576689107	DIG STFD CHK BCN RCH