

Nestle Canada - Starbucks® Gift with Purchase

Full 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 Offer 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 OFFER ENTITIES (DEFINED BELOW), A LIMITATION OF YOUR RIGHTS AND REMEDIES AND BINDING ARBITRATION.

1. SPONSOR: Nestlé Canada Inc., N25 Sheppard Ave W 1700, North York, ON M2N 6S8. **ADMINISTRATOR:** Snipp Interactive Inc., 6708 Tulip Hill Terr, Bethesda, MD 20816.

2. ELIGIBILITY: The Nestle Canada – Starbucks Gift with Purchase Offer (the "Offer", or the "Promotion") is open only to legal residents of Canada (the "Eligibility Area") who have reached the age of majority in their province of residence in the Eligibility Area at the time of participation. The Offer is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Offer 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, multiple email addresses, 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 Offer in the sole and absolute discretion of the Sponsor and all Rewards may be forfeited.

3. TIMING: The Offer begins on May 06, 2024, at 12:00:01 a.m. Eastern Time ("ET") and ends on June 16, 2024, at 11:59:59 p.m. ET (the "Offer Period"). Receipts/Receipt Images must be submitted by July 16, 2024 (the "Submission End Date") and as further set out in Section 4 below. Administrator's computer is the official time-keeping device for the Promotion.

4. HOW TO PARTICIPATE: During the Offer Period, purchase \$50.00 CAD or more (after discounts and before taxes) of qualifying Starbucks® coffee, enhancers, and hot chocolate products (excluding Starbucks Ready-to-Drink) at any physical or online retailer operating in the Eligibility Area in one (1) single transaction (a "Qualifying Purchase"). For a list of participating products (the "Qualifying Products"), see Exhibit A below. Be sure to keep your receipt of your Qualifying Purchase. 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) (note: Participants are encouraged to blank out any personal information that appears on the sales receipt).

Then before the Submission End Date, visit www.StarbucksAtHome.ca/spend50get15 OR www.starbucksathome.ca/Depensez50Obtenez15 (each, a "Website") and follow the instructions to upload a Receipt Image to receive one (1) fifteen dollar (\$15CAD) digital Starbucks® Gift Card ("Reward"). By way of example it is hereby clarified that a Qualifying Purchase of \$100 CAD of Qualifying Products and a Qualifying Purchase of \$50 CAD of Qualifying Products, 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 Offer 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.

LIMIT Twenty (20) 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 Offer 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 Offer Period) will be void. Receipts that cannot be validated for any reason, as determined by Administrator in their 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 ten thousand (10,000) Rewards are available for distribution as part of this Promotion. This Offer will immediately terminate once all Rewards 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. Offer 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. Offer 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.

5. Limitations of Liability; Release: By participating, each participant agrees to release, hold harmless and indemnify the Offer Entities and all of their agents, successors, and assigns (collectively, "Released Parties") from and against any and all claims, expenses, and liability arising out of or relating to: (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 Offer or downloading materials from or use of any website.

6. Privacy: Any information collected in this Offer will be collected by Sponsor in accordance with the terms of Sponsor's Privacy Notice. Please review Sponsor's Privacy Notice: <https://www.madewithnestle.ca/privacy-policy>. 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 Offer 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: In the event of any discrepancy or inconsistency between these Offer Terms and disclosures or other statements contained in any Offer-related materials, including, but not limited to, any point of sale, television, print or online advertising, and/or any instructions or interpretations of these Offer Terms given by any representative of the Sponsor or Administrator, the terms and conditions of these Offer Terms shall prevail, govern and control to the fullest extent permitted by law.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Offer Terms or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Offer will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada 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 Toronto, Ontario, in any action to enforce (or otherwise relating to) these Terms or relating to this Offer.

Sponsor uses Nestlé trademarks under license.

Nestlé uses Starbucks® trademarks under license.

EXHIBIT A **Qualifying Products**

A. Qualifying Products

List of Qualifying Products available here <http://snipp.us/lcsJqz>