

Date: Jan 15, 2025
Client: Nestlé USA, Inc. Promotion: **Nestle | Savor The Savings – NESTLE OFFERS SITE**
Subject: Terms and Conditions

ABBREVIATED TERMS AND CONDITIONS:

Valid on purchases of participating products from 1/15/25 to 2/15/25 at participating retailers. Open to legal residents of the 50 U.S. + D.C., 18+. Digital barcode with specified product discounts can be redeemed at participating retailers until 2/15/25, while supplies last. Limit 1 code per person and per household. Void where prohibited. Internet access and valid email account required. See Terms and Conditions including participating retailers, participating products, product discounts and Privacy Policy at <https://www.NestleRewards.com>. Sponsor: Nestlé USA, Inc., 1812 N. Moore St, Arlington, VA 22209

FULL TERMS AND CONDITIONS:

INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED. STANDARD DATA RATES MAY APPLY. PLEASE CONTACT YOUR SERVICE PROVIDER FOR PRICING AND SERVICE PLAN INFORMATION AND RATES BEFORE PARTICIPATION

VOID WHERE PROHIBITED OR RESTRICTED BY LAW. DO NOT PARTICIPATE IN THE PROGRAM IF YOU DO NOT MEET THE ELIGIBILITY REQUIREMENTS SET FORTH BELOW.

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

The **Nestle | Savor The Savings** ("Program") is sponsored by Nestlé USA, Inc. ("Sponsor"). Sponsor's address is 1812 N. Moore St, Arlington, VA 22209. The Program is administered and placed by Snipp Interactive Inc., (the "Administrator", and together with Sponsor, the "Program Entities"). 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 validation or 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 the 50 United States and the District of Columbia (the “Eligibility Area”); (b) eighteen (18) years of age or older; and (c) agree to be bound by these Terms (each such individual, a “Participant” or “you”). This Program and any offers made available pursuant to this Program may not be combined with any other offers. No group or organization requests will be honored.

2. PROGRAM PERIOD:

The Program is scheduled to begin on January 15, 2025, at 12:00:01 a.m. ET and is scheduled to end on February 15, 2025 at 11:59:59 p.m. ET, while supplies last (such period, the “**Program Period**”, and such end date, the “**Program End Date**”). The Program Period may be modified or terminated at any time at the sole discretion of the Sponsor.

3. THE PROGRAM:

The Program consists of various offers (each, an “**Offer**”) for Participants to receive various specified savings via digital bar code (the “**Scannable Code**”) towards the purchase of certain specified Participating Product(s) (defined below) at a Participating Retailer (defined below) during the Program Period.

Exhibit A to these Terms lists the participating products (the “**Participating Products**”), and the authorized participating retailers (the “**Participating Retailers**”).

Note: Sponsor may make Offers available on separate websites and other properties outside of the Program Site (defined below). **Limit one (1) Scannable Code per Participant for the entire Program Period, irrespective of where a Participant receives a Scannable Code .**

Notwithstanding anything to the contrary contained in these Terms, this Program will immediately end once all Offers that are available as part of this Program, have been distributed.

4. HOW TO PARTICIPATE:

Participants may participate during the Program Period by visiting <https://www.NestleRewards.com> (the “**Program Site**”) and following the instructions to complete the available registration form (the “**Registration Form**”) by entering true and accurate information in the required fields 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.

Upon completing the Registration Form, the Participant will receive further instructions on retrieving a Scannable Code. Then, at a Participating Retailer, purchase one (1) or more

Participating Product(s) and scan the applicable Scannable Code at checkout in order to receive a discount for the applicable Participating Product(s). Tax not included. Discount will be immediately applied and shown on the applicable receipt. Redemptions must be made during the Program Period and before the Program End Date. No cash to be provided as change. Scannable Codes cannot be replaced if lost, stolen, damaged or expired. Not redeemable for cash. Not for resale. Each Offer can only be redeemed one (1) time.

Use of multiple email addresses and/or phone numbers to obtain additional Scannable Code(s) is fraud and may result in prosecution. Scannable Code(s) obtained through unauthorized means or illegitimate channels will be void. Scannable Code(s) that cannot be validated for any reason will be rejected, as determined by Participating Retailers and/or Administrator in their sole discretion. For example only, and not an all-inclusive list, a Scannable Code 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 or the Participating Retailer; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; or (vi) has been previously used for an Offer.

If it is discovered by the Administrator or by Participating Retailers (using any evidence or other information made available to or otherwise discovered by the Administrator, Participating Retailers, or 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 Administrator's interpretation of the letter and spirit of these Terms, to participate in or to disrupt this Program, then Participant may be disqualified from the Program.

Registering on the Program Site is the only way to receive Offers and a Scannable Code.

5. VERIFICATION

All Participants are subject to verification at any time and for any reason. Sponsor and Administrator reserve the right, in their absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Administrator including, without limitation, government issued photo identification) for the purposes of verifying a Participant's eligibility to participate in this Program or 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 letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of the Administrator or Sponsor within the timeline specified by the Administrator, may result in disqualification.

6. OFFERS:

All aspects of each Offer will be subject to availability. No Offer substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to suspend or modify Offers at any time.

ANY COSTS AND EXPENSES ASSOCIATED WITH OFFER USE NOT SPECIFIED HEREIN ARE THE SOLE RESPONSIBILITY OF THE PARTICIPANTS.

7. 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 Offer 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 Scannable Code or participation in this Program; (e) any malfunction, error or other problem arising in connection with the collection, processing, or retention of submission 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. 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 your participation.

8. DISCLAIMER:

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 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 administration 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 Receipt Image submission to be received by Administrator 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 distribution of Scannable Codes 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.

9. PRIVACY POLICY:

The Participant acknowledge and understand that all personal information submitted as part of this Program will be collected and processed by Administrator 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 Administrator's privacy policy available at <https://www.snipp.com/privacy-policy> (the "Privacy Policy"). Participants can read more about their rights, how Participant's personal information is used, and how to contact Administrator in the Privacy Policy. By participating in the Program, Participants agree to these Terms and the terms and conditions of Administrator's website and acknowledge all of the terms and conditions of the Privacy Policy.

10. GOVERNING LAW AND VENUE:

Any dispute arising from these Terms and the Program will be governed by and construed and enforced in accordance with the laws of Delaware except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any

dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of Delaware and the United States.

11. INDEMNIFICATION AND LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES AND RELEASE; AND DISPUTE RESOLUTION:

FOR CLARITY, YOUR PARTICIPATION IN THE PROGRAM IS SUBJECT TO, AND YOU AGREE TO, THE RELEASES, OBLIGATIONS, DISPUTE RESOLUTION PROCEDURE, AND OTHER TERMS SET FORTH IN THIS SECTION AND IN THE "DISPUTE RESOLUTION" SECTION OF THE NESTLÉ USA TERMS & CONDITIONS, AVAILABLE AT [HTTPS://WWW.NESTLEUSA.COM/TERMS](https://www.nestleusa.com/terms), WHICH ALSO APPLY TO DISPUTES, CLAIMS, OR ANY OTHER RELEVANT ASPECT ARISING FROM THE PROGRAM OR THESE TERMS.

12. GENERAL CONDITIONS:

The decisions of Sponsor and the Administrator 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.

Sponsor and the Administrator reserve the right to change the dates, deadlines and/or other mechanics of the Program as set out in these Terms, 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 Program as contemplated in these Terms, or for any other reason in its sole discretion.

The Program Entities are the owners of the Program materials and products of the Program 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.

EXHIBIT A

LAST UPDATED: January 15, 2025

PARTICIPATING RETAILERS:

The following retailers in the Eligibility Area:

NOTE: Physical retail stores only, unless otherwise specified

A. Walmart* *also available on www.walmart.com	B. Bartell Drugs
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OFFERS AND PARTICIPATING PRODUCTS:

All Offers and participating products available at: <http://snipp.us/!cuJK> .