

## Carnation® Hot Chocolate Melt Therapy Program

### Abbreviated Rules

Between November/01/2023 at 12:00:00 am Eastern Time (ET) – February 29/2024 at 11:59:59 pm ET, at participating retailers or online, for one (1) qualifying purchase of \$10.00 CAD or more (after discounts and before taxes) of one (1) or more qualifying Nestle® Carnation® Hot Chocolate products\*, in one (1) transaction, receive a Carnation® Melt Therapy kit with customized marshmallows and a \$2.00 CAD coupon towards future purchases of Carnation® Hot Chocolate products ("Reward") which will be sent via physical mail after successful validation of the qualifying purchase. While supplies last. Open to legal residents of Canada (excluding Quebec) who have reached the age of majority at the time of participation. Terms and conditions apply. Register online at [www.madewithnestle.ca/CarnationMeltTherapy](http://www.madewithnestle.ca/CarnationMeltTherapy). Once registered, submit an image of the receipt(s) of your qualifying purchase(s) by February/29/2024. Rewards cannot be combined with any other offer. Promotional offer can be suspended at any time with no prior written notice or consent. \*List of qualifying Nestle® Carnation® Hot Chocolate products, full terms and conditions of Reward, and the Privacy Policy can be found at [www.madewithnestle.ca/CarnationMeltTherapy](http://www.madewithnestle.ca/CarnationMeltTherapy). **LIMIT** of three (3) Rewards per household.

## Carnation® Hot Chocolate Melt Therapy Program

(the "Offer")

### Official 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.

#### 1. AGREEMENT TO BE LEGALLY BOUND BY TERMS AND CONDITIONS

By participating in the Offer, you are signifying your agreement that you have read and agree to be legally bound by these terms and conditions (the "Terms").

#### 2. ELIGIBILITY

To participate in the Offer, you must be a legal resident of Canada (the "Eligibility Area"), be located in the Eligibility Area, have reached the age of majority in the Eligibility Area at the time of participation, have a valid mailing address and a valid e-mail account. You are not eligible to participate if you are an employee, officer, director, agent or representative of Nestlé Canada Inc. (the "Sponsor"), Snipp Interactive Inc. (the "Administrator") and their affiliated and related companies (including, without limitation, their respective parent, sister and subsidiary companies), advertising and promotional agencies, or other party in any way involved in the development or administration of this Offer (collectively, the "Offer Parties"), including suppliers of materials or services related to the Offer, or a member of the immediate family or household of any such person. In these Terms, "immediate family" means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse, regardless of where they reside. Groups, clubs, organizations, businesses, and commercial and non-commercial entities cannot participate.

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 Offer, then he/she may be disqualified from the Offer in the sole and absolute discretion of the Sponsor. The Offer Parties, and each of their respective officers, directors, agents, representatives, successors, and assigns (collectively, the "Released Parties")

are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed or incomplete submissions (all of which are void).

### 3. THE OFFER

The Sponsor is offering eligible participants, as defined above in Section 2, the opportunity to receive their choice of one (1) of five (5) Nestle Melt Therapy Kits with customized marshmallows (Sunday Scaries, Meltdowns, Mondays, No Me Time, The News) and a two Canadian dollars (\$2.00 CAD) coupon that can be applied for future purchases of any Carnation® Hot Chocolate products (a “**Reward**”) which Reward will be sent via physical mail to the mailing address provided during registration, for one (1) qualifying purchase of ten Canadian dollars (\$10.00 CAD) Canadian dollars (after discounts and before taxes) of one (1) or more Qualifying Products (defined below), within one (1) single transaction, from any retail store in the Eligibility Area (each, a “**Participating Retailer**”) during the Purchase Period (as defined below) (hereinafter a “**Qualifying Purchase**” or collectively “**Qualifying Purchases**”). Available while supplies last. See Section 5 to learn more on how to participate in this Offer. **The following limits apply: 3 Rewards per household for the entire Offer Period (defined below).**

Exhibit A to these Terms lists out the authorized qualifying products for the purpose of this Offer (while supplies last, and subject to inventory) (the “**Qualifying Products**”).

### 4. OFFER PERIOD; PURCHASE PERIOD AND KEY DATES

To be eligible, Qualifying Purchases, as described in Section 3, must be made between November 01, 2023, at 12:00:00 am Eastern Standard Time (EST) and February 29, 2024, at 11:59:59 pm EST (the “**Offer Period**”), at an authorized Participating Retailer. Requests (as defined below) may be submitted anytime between the Offer Period and must be received on or before 11:59:59 PM EST on February 29, 2024 (the “**Offer Closing Date**”).

The Offer Period (including the scheduled start date and end date) may be modified or terminated at any time at the sole discretion of the Sponsor and without notice.

### 5. HOW TO PARTICIPATE

To take advantage of the Offer, an eligible participant must follow the steps listed below:

(A) As more fully detailed in Section 3 above, make a Qualifying Purchase of ten (\$10.00 CDN) Canadian dollars or more (after discounts and before taxes) of one (1) or more Qualifying Products within one (1) single transaction, from an authorized Participating Retailer, during the Offer Period;

(B) Take a photograph (png, jpeg, pdf, and tiff file types with a maximum file size of 10MB) of the applicable sales receipt of his/her Qualifying Purchase in its entirety (such photograph, a “**Receipt Image**”). Participant must ensure that the Receipt Image identifies the Participating Retailer and date of purchase. Participants are encouraged to blank out any personal information that appears on the Receipt Image); and

(c) On or before the Offer Closing Date, following the submission method listed below, submit their Receipt Image (each such submission, a “**Request**”):

- (i) **Visit Offer Site to Submit.** Visit the Offer site ([www.madewithnestle.ca/CarnationMeltTherapy](http://www.madewithnestle.ca/CarnationMeltTherapy)). You will receive further instructions on uploading the Receipt Image and registering for the Offer including selecting your choice of Nestle Melt Therapy Kits. Complete the registration form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State/Province, Zip/Postal Code, E-Mail, Phone Number). Follow instructions and submit Receipt Image and Request (including reading and accepting any required terms and conditions) and register for the Offer.

**Participants must complete all of the steps above to be eligible to receive their Reward**, which will be sent via physical mail after successful validation to the mailing address provided via registration. Without the information supplied via registration, we cannot send you your Reward. Please allow four (4) to six (6) weeks for delivery of the Reward.

**IMPORTANT: YOU MUST KEEP YOUR ORIGINAL SALES RECEIPT.** The Sponsor reserves the right to request from a person the original sales receipt used for the purposes of this Offer for further verification purposes at any time and for any reason.

**NOTE:** If you have any questions in regards to your submitted Request, please visit the Offer Site at ([www.madewithnestle.ca/CarnationMeltTherapy](http://www.madewithnestle.ca/CarnationMeltTherapy)), check any applicable FAQ webpage and/or email [help\\_melttherapy@snippmail.com](mailto:help_melttherapy@snippmail.com) .

## 6. PROCESSING OF SUBMISSIONS

Processing a Request will take 48 hours from the time the Request is received by or on behalf of the Sponsor. Once your Request is processed, you will be notified via email, whether such Request has been successfully validated or a reason why such Request 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 email account for such notification including in the inbox, spam or junk folders. The Released Parties 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 messages or other communications. All Requests and Receipt Images shall become the property of the Sponsor and will not be returned. Offer is void where taxed, prohibited, or restricted by law. Receipts obtained through unauthorized means or illegitimate channels (i.e., other than via a Qualifying Purchase from the authorized Participating Retailers) will be void. Requests 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 Request 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 Offer Parties; (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.

## 7. VERIFICATION

All Requests and participants are subject to verification at any time and for any reason. The 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 including, without limitation, government issued photo identification): (i) for the purposes of verifying your eligibility to participate in this Offer; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Request and/or other information for the purposes of this Offer; and/or (iii) for any other reasonable reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Offer in accordance with the Sponsor's interpretation of the letter and spirit of these Terms. 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 in the sole and absolute discretion of the Sponsor. Proof of transmission (screenshots or captures etc.), or attempted transmission of a submission or of attempted submission of any communication, does not constitute proof of delivery or receipt by the Offer Parties computers, Administrator or Sponsor. The sole determinant of the time for the purposes of this Offer will be the official time-keeping device(s) used by the Administrator.

## 8. DISTRIBUTION OF REWARDS

**Rewards are available for distribution until supply exhausted. This Offer will immediately terminate once all Rewards have been distributed.**

No responsibility is assumed by the Released Parties for any mailings that are undeliverable. Rewards must be accepted as described herein and redeemed in accordance with these Terms and any instructions that may be set out in the mailing associated with the Reward (the "**Reward Instructions**").

The Offer Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted or undelivered Prepaid Cards or transmissions (whether sent by or to you), regardless of cause. *The Offer Parties are not responsible for (a) any incomplete, incorrect or inaccurate information whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Offer or by any technical or human error; (b) 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), or transmissions (whether sent by or to you); and (c) 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. Without limiting the foregoing, Offer Parties expressly disclaim any and all liability for 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 Parties further disclaim any and all liability for Rewards which are returned as undeliverable mail or otherwise not received by you for any reason.*

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 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. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Reward or a component thereof with a Reward of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. Rewards will only be awarded to the person whose verifiable full name and valid e-mail and/or mailing address 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. By participating in the Offer, you agree to release, discharge, indemnify and hold harmless the Released Parties from any liability or damages which may arise out of participation in the Offer or out of the acceptance, use, misuse or possession of any Reward. **There are the following limits: Three (3) Rewards per household for the entire Offer Period.**

## **9. MODIFICATION AND/OR TERMINATION OF OFFER (INCLUDING OFFER PERIOD)**

Sponsor reserves the right to modify the Offer, including without limitation the Terms governing the Offer (including, without limitation, the Rewards Pool, at any time, with or without notice. Continued participation in the Offer after such action by Sponsor constitutes acceptance of any modification to the Offer, including changes to the Terms.

The Offer is scheduled to begin on **November 01, 2023**, at 12:00:00 a.m. EST and is scheduled to end on **February 29, 2024**, at 11:59:59 p.m. EST, or such earlier date when all available Rewards have been distributed. Sponsor in its sole discretion reserves the right to shorten, extend, suspend, modify, or cancel the Offer (including the Offer Period and the scheduled begin date and end date) at any time, and for any reason.

Further, and without limiting the generality of the preceding paragraph, the Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Offer (or to amend these Terms) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Offer as contemplated by these Terms, including, without limitation, any error(s), problem(s), computer virus(es), bug(s), tampering, unauthorized intervention, fraud(s), pandemic(s), acts of god, or failure(s) of any kind. Any attempt to undermine the legitimate operation of this Offer in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Offer, or to amend these Terms, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind.

## **10. GENERAL CONDITIONS**

All Submissions become the property of the Sponsor. This Offer is subject to all applicable federal, state, and municipal laws. The decisions of the Sponsor with respect to all aspects of this Offer are final and binding on all entrants without right of appeal.

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S OR ADMINISTRATOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS AND CONDITIONS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR OR ADMINISTRATOR AT ANY TIME.

The Sponsor and Administrator reserve the right, in their sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Terms. The Sponsor and Administrator reserve the right to refuse participation to any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In their sole and absolute determination, the Sponsor and Administrator may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's Submissions.

The Released Parties will not be liable for: (i) any failure during the Offer; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Requests and/or other information to be received, captured, recorded or otherwise function properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to your or any other person's cell phone, computer or other device related to or resulting from participating in the Offer; (v) anyone being incorrectly and/or mistakenly identified as having a valid receipt or having fulfilled the purchase requirement; and/or (vi) any combination of the above.

In the event of a dispute regarding who submitted a Request or a Receipt Image, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Request or Receipt Image to have been submitted by the authorized account holder of the e-mail address submitted at the time of submission. "Authorized account holder" is defined as the person

who is assigned an e-mail address by an internet provider, online service provider, or other organization (e.g., business, educational institute, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address, or a cell phone number by a participating cellular carrier. You may be required to provide proof (in a form acceptable to the Sponsor and Administrator – including, without limitation, government-issued photo identification) that he/she is the authorized account holder of the email address associated with the Request or Receipt Image in question.

**PRIVACY:** By participating in this Offer, you expressly consent to the Sponsor, Administrator, their agents and/or representatives, storing, sharing, and using any personal information submitted for the purpose of administering the Offer and in accordance with Sponsor's privacy policy (available at: <https://www.madewithnestle.ca/privacy-policy>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor will not share your personal information with others except to third parties who are retained by Sponsor to manage and fulfill this program.

In the event of any discrepancy or inconsistency between these 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 Terms given by any representative of the Sponsor or Administrator, the terms and conditions of these Terms shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these 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 Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these 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.

**FOR QUEBEC RESIDENTS: Notwithstanding anything to the contrary contained in these Terms,** for residents of the Province of Quebec, any litigation respecting the conduct or organization of a publicity contest (including this Offer) may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

## 11. SPONSOR

Sponsor: Nestlé Canada Inc., N25 Sheppard Ave W 1700, North York, ON M2N 6S8 ("**Sponsor**")

**EXHIBIT A**

**A. Qualifying Products : Any Carnation Hot Chocolate**

<b>FORMAT</b>	<b>GLOBE CODE</b>	<b>ITEM DESCRIPTION</b>	<b>French Desc</b>	<b>Each UPC (Barcode)</b>
<b>Canisters</b>	12367183	CARNATION Hot Choc Rich 6x450g	CARNATION Choc Chaud Riche 6x450g	065000116052
<b>Canisters</b>	12367199	CARNATION Frzn Hot Choc 6x450g	CARNATION Choc Chaud Glacé 6x450g	065000116052
<b>Canisters</b>	12367184	CARNATION Hot Choc Marshmallow 6x450g	CARNATION Choc Chaud Guimauve 6x450g	065000116076
<b>Canisters</b>	12383057	CARNATION HC Simply 6x400g	CARNATION Choc Chaud Simplement 6x400g	055000382311
<b>Canisters</b>	12321916	CARNATION Hot Choc Rich HUP 6x1.7kg	CARNATION Choc Chaud Riche 6x1.7kg	065000134124
<b>Canisters</b>	12367209	CARNATION TURTLES Hot Choc 6x400g	CARNATION TURTLES Choc Chaud 6x400g	65000116298
<b>Envelopes</b>	12293768	CARNATION Hot Choc Rich 12(10x25g)	CARNATION Choc Chaud Riche 12(10x25g)	065000133547
<b>Envelopes</b>	12293763	CARNATION Hot Choc Mmallow 12(10x25g)	CARNATION Choc Chaud Guim 12(10x25g)	065000133523
<b>Envelopes</b>	12232892	CARNATION Hot Choc Light 12(10x13g)	CARNATION Choc Chaud Léger 12(10x13g)	065000368529
<b>Envelopes</b>	12367186	CARNATION Hot Choc Variety 12(7x25g)	CARNATION Choc Chaud Asst 12(7x25g)	065000116113
<b>Envelopes</b>	12367171	CARN AERO S'Mores Hot Choc 12(7x25g)	CARN AERO Choc Chaud S'Mores 12(7x25g)	055000407199
<b>Envelopes</b>	12367192	CARN Hot Choc Cookies & Crm 12(7x25g)	CARN Choc Chaud Bsct & Crm 12(7x25g)	065000116151
<b>SSOD</b>	12367176	CARN Hot Choc Rich Pods 4(30x15g)	CARN Cap Choc Chaud Riche 4(30x15g)	065000134193
<b>SSOD</b>	12367175	CARN Hot Choc Rich Pods 6(12x15g)	CARN Cap Choc Chaud Riche 6(12x15g)	065000477290