

NESTLÉ SUMMER REBATE
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: Nestlé USA, Inc., 1812 N. Moore St, Arlington, VA 22209. **ADMINISTRATOR:** Snipp Interactive Inc., 6708 Tulip Hill Terr, Bethesda, MD 20816.

2. ELIGIBILITY: Nestlé Summer Rebate (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. 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 may be forfeited.

3. TIMING: The Promotion begins on June 28, 2024, at 12:00:01 a.m. Eastern Time ("ET") and ends on August 11, 2024, at 11:59:59 p.m. ET (the "Promotion Period"). Receipts/Receipt Images must be submitted by August 25, 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 Promotion Period, purchase forty dollars (\$40) or more (after discounts and before taxes) of Nestlé Qualifying Products in a single transaction (on a single receipt), at any physical or online retailer operating in the Eligibility Area (a "Qualifying Purchase"). For a list of Nestlé qualifying 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) and the name of the retailer (note: Participants are encouraged to blank out any personal information that appears on the sales receipt). Thereafter submit the Receipt Image and register for the Promotion before the Submission End Date by following either of the methods set out below to receive one (1) twenty dollar (\$20) Digital Visa® Prepaid Card ("Reward") per Receipt Image.

- (i) **Visit Website to Submit.** Visit www.NestleRewards.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 NestleRewardsSubmissions@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 text and entering the OTP on the registration form) and by reading and accepting any required terms and conditions.

*Provision of link to registration form via text message or 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.

LIMIT ONE (1) REWARD PER RECEIPT IMAGE, REGARDLESS OF THE NUMBER OF QUALIFYING PRODUCTS IN EXCESS OF THREE (3) THAT ARE PURCHASED ON THAT RECEIPT. By way of example, a Qualifying Purchase of six (6) Qualifying Products in single transaction will receive one (1) Reward, not two (2) Rewards. 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 HOUSEHOLD FOR THE ENTIRE PROMOTION PERIOD, WHILE SUPPLIES LAST.

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) 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 Promotion Period) will be void. Receipts that cannot be validated for any reason, as determined by the Administrator in its sole discretion, will be rejected.

4.2 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.

4.3 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 to the following email address: NestleRewardsHelp@snippmedia.com Rewards are subject to the terms and conditions of the issuer, including the following:

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.

. 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 the use of a Reward.

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 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 Policy. Please review Sponsor's Privacy Policy: <https://www.nestleusa.com/privacy>. 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 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 Terms will be awarded. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. If 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 their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Terms shall not constitute a waiver of that provision.

8. Governing Law and Venue: Any dispute arising from these Terms and the Promotion 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.

9. Dispute Resolution: PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THESE TERMS INCLUDE A CLASS ACTION WAIVER, A JURY TRIAL WAIVER, AND A BINDING INDIVIDUAL ARBITRATION AGREEMENT TO RESOLVE DISPUTES. IN ARBITRATION THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. FOR CLARITY, PARTICIPATION IN THE PROMOTION IS SUBJECT TO, AND YOU AGREE TO, THE LIMITATIONS OF LIABILITY, RELEASES, OBLIGATIONS, DISPUTE RESOLUTION PROCEDURE, AND OTHER TERMS SET FORTH IN THESE TERMS 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 PROMOTION OR FROM THESE TERMS.

EXHIBIT A
Qualifying Products

A. Qualifying Products (Click [here](#))