

SHARPIE S-GEL COUPON PROGRAM TERMS & CONDITIONS

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

By participating in the Program (defined below), you are signifying your agreement that you have read and agree to be legally bound by the terms and conditions of these Official Terms and Conditions (the "**Terms and Conditions**").

2. ELIGIBILITY

Participation in the Program is only open to legal residents of the 50 states in the United States and the District of Columbia (the "**Eligibility Area**"), 18 years of age or older at the time of participation (each such resident, a "**Participant**", or "**you**"). Employees, members, representatives, directors, or officers of Newell Brands Distribution LLC (the "**Sponsor**"), Snipp Interactive Inc. (the "**Administrator**"), and its 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 Program (collectively, the "**Program Parties**"), suppliers of materials or services related to the Program, or a member of the immediate family or household of any such person, are excluded from participation in the Program. In these Terms and Conditions, "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 in the Program. The following limits apply: **One (1) Reward per person/email address for the entire Program Period.**

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 and Conditions, to enter or otherwise participate in or to disrupt this Program, then he/she may be disqualified from the Program in the sole and absolute discretion of the Sponsor. The Sponsor, other Program 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 PROGRAM

Sponsor is offering an eligible Participant the opportunity to receive their choice of one (1) Print-at-Home Coupon OR one (1) Mobile SKU Coupon good for \$1.00 off on future purchase of 1 Sharpie® S•Gel™ pack (4ct or higher) (the "**Reward**") while supplies of Rewards last during the Program Period (defined below). **One (1) Reward per person/email/phone number for the entire Program Period.**

See Section 5 for how to submit a request to participate and participate in this Program and for further instructions on how to use/redeem the Reward and important terms and conditions of the Reward.

4. PROGRAM PERIOD AND KEY DATES

The Program is scheduled to begin on **July 01, 2023, at 12:01 a.m. Eastern Time ("ET")** and is scheduled to end on **February 28, 2024, at 11:59 p.m. ET**, or such earlier date and time when all available Rewards have been distributed (the "**Program Period**").

5. HOW TO PARTICIPATE

Participants may participate in the Program by visiting <https://www.sharpiecoupon.com/> (the "**Program Site**") where you will be directed to the registration form where you must completely enter your true and correct information in the required fields (required fields include: Full Name, Email Address, Phone Number & Opt-in to the Terms and Conditions & Privacy Policy for the Promotion). Once registration is completed you will be prompted to select whether you would like to receive a Mobile SKU Coupon or a Print-at-Home Coupon (the "**Coupon**"). Follow the instructions provided for either Mobile SKU or Print-at-Home methods to redeem your Reward. **Registering at the Program Site is the only way to receive your Reward.**

Coupon Terms:

Coupons can be redeemed only for any 1 Sharpie® S•Gel™ pack (4ct or higher). Coupons are not transferable, cannot be sold or exchanged for cash, and have no cash value. Only one coupon may be used per purchase. Coupons are valid for a limited time only. Cannot be combined with any other offers or used on previously purchased merchandise. Offer valid only while supplies last. Does not apply to taxes, shipping and handling charges or similar charges. Returns or exchanges where a Coupon or other discount was applied may result in an adjusted refund amount.

6. DISTRIBUTION OF REWARDS

The Program Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted or undelivered Rewards or transmissions (whether sent by or to the Participant), regardless of cause. The Program 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 Program 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), Rewards or transmissions (whether sent by or to a Participant); 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 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, Program Parties 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 or for any other reason. Program Parties further disclaim any and all liability for physical Rewards which are returned as undeliverable mail or otherwise not received by Participant 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. The Participant is responsible for any damage/loss due to use of a Reward and will be responsible for any legal repercussions arising due to the Reward being prohibited by law or by any other cause whatsoever from claiming, using or owning the Reward. The Released Parties will not have any liability for any defects, mechanical or otherwise, in respect of the Reward. By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless the Released Parties from any liability, losses, claims or damages which may arise out of participation in the Program or out of the acceptance, use, misuse or possession of any Reward. Without limiting the generality of the previous sentence, the Released Parties will not be liable for any loss; consequential, incidental, special, or exemplary damages; or harm of whatsoever nature and howsoever arising, suffered by any Participant or any third party, as a result of the use of, or inability to use, the Reward by the Participant and/or such third party or any other cause whatsoever.

7. MODIFICATION AND/OR TERMINATION OF PROGRAM

Sponsor reserves the right to modify the Program, including without limitation the Terms and Conditions governing the Program and the Reward Pool, at any time, with or without notice. Continued participation in the Program after such action by Sponsor constitutes acceptance of any modification to the Program, including changes to the Terms and Conditions and/or the Reward Pool. Sponsor in its sole discretion reserves the right to shorten, extend, suspend, modify or cancel the Program (including the Program Period, the scheduled begin date and end date and the Reward Pool) 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 Program (or to amend these Terms and Conditions) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Program as contemplated by these Terms and Conditions, including, without limitation, any error(s), problem(s), computer virus(es), bug(s), tampering, unauthorized intervention, fraud or failure(s) of any kind. Any attempt to undermine the legitimate operation of this Program 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 Program, or to amend these Terms and Conditions, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind.

8. GENERAL CONDITIONS

All Submissions become the property of the Sponsor. This Program is subject to all applicable federal, state, and municipal laws. The decisions of the Sponsor with respect to all aspects of this Program 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 and Conditions. 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 Program; (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 Receipt Image 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 a Participant's or any other person's cell phone, computer or other device related to or resulting from participating in the Program; (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 Receipt Image, the Sponsor reserves the right, in its sole and absolute discretion, to deem the 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. A Participant 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 Receipt Image in question.

9. PRIVACY

By participating in this Program, each Participant expressly consents to the Sponsor, storing, sharing and using any personal information submitted for the purpose of administering the Program and in accordance with Sponsor's privacy policy (available at: https://privacy.newellbrands.com/index_en.html). 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 Conditions and disclosures or other statements contained in any Program-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 and Conditions given by any representative of the Sponsor or Administrator, the terms and conditions of these Terms and Conditions shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or

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enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions 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 and Conditions or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Program will be governed by and construed in accordance with the domestic laws of the State of Georgia, 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 agree that any legal action in connection with these Terms and Conditions or relating to this Program shall be brought in the federal or state courts of Atlanta, Georgia and the parties hereby consent to personal jurisdiction and venue therein., in any action to enforce (or otherwise relating to) these Terms and Conditions or relating to this Program.

10. SPONSOR/ADMINISTRATOR

Sponsor: Newell Brands Distribution LLC, 6655 Peachtree Dunwoody Rd. Atlanta, GA 30328 ("**Sponsor**")

Administrator: Snipp Interactive, 6708 Tulip Hill Terr, Bethesda, MD 20816 ("**Administrator**")