

Blue Buffalo Blue Year's Resolution

Official Terms and Conditions

PURCHASE IS NECESSARY. INTERNET ACCESS AND A VALID E-MAIL ACCOUNT OR MOBILE NUMBER REQUIRED.

Standard data and messaging rates apply to participate in the Program (defined below) 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 THE TERMS AND CONDITIONS:

By submitting a Submission into this Program (defined below in Section 2), 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

The Blue Buffalo Blue Year's Resolution (the "**Program**") begins on December 26, 2019, at 12:00:00 a.m. Eastern Time and ends on March 1, 2020 at 11:59:59 p.m. Eastern Time (the "**Program Period**"). Participation in the Program is only open to legal residents of the 50 states in the United States and the District of Columbia, 18 years of age or older (19 or older in AL or NE, 21 or older in MS) at the time of participation (each such resident, a "**Participant**", or "**you**"). Blue Buffalo Co. LTD (the "**Sponsor**"), Snipp Interactive Inc., employees of Blue Buffalo, 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: **1 Reward per participant through 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 eligible Participants the opportunity to receive one (1) Five Dollar (\$5) electronic Visa® Prepaid Card or Kroger Gift Card (each, a "**Reward**") with the purchase of \$25 or more (pre-tax and discounts) or one (1) Fifteen Dollar (\$15) electronic Visa® Prepaid Card or Kroger Reward Card with the purchase of \$50 or more (pre-tax and discounts), while supplies last, in one (1) transaction (one (1) single sales receipt at any Participating Retailer, during the Purchase Period (defined below in Section 4). Reward cards will be dependent upon retailer sales receipt submissions. Purchases made at participating Kroger locations will be mailed a physical Kroger reward card within 4-6 weeks after the submission end date of 4/1/2020. All other purchases made at participating retailer locations will receive a Digital Visa® Prepaid Card.

1 Reward per participant through Program Period. See Section 5 for how to submit a request to participate and participate in this Program.

Exhibit A. (below) to these Terms and Conditions lists out the authorized qualifying products (United States) for the purposes of this Program. Purchases made by or on behalf of group, clubs, organizations, businesses and commercial and non-commercial entities, as well as purchases made through an on-line retail website, will not be accepted and will not be eligible for this Program.

4. PROGRAM PERIOD AND KEY DATES

To be eligible to receive a Reward, a Participant must spend \$25 or more OR \$50 or more before any discounts or coupons (pre-tax) in one (1) transaction (on one (1) single sales receipt) at a Participating Retailer between December 26, 2019 at 12:00:00 a.m. Eastern Time and March 1, 2020 at 11:59:59 p.m. Eastern Time (the “**Purchase Period**”), while supplies last and in full compliance with these Terms and Conditions. Submissions (as defined in Section 5 below) must be received on or before 11:59:59 p.m. Eastern Time on April 1, 2020 (the “**Submission End Date**”) in accordance with these Terms and Conditions. Rewards must be redeemed for in accordance with these Terms and Conditions. Rewards must be used in accordance with these Terms and Conditions. Each Reward is unique and can only be used up to the value of the Reward. Each Reward will automatically expire on the Reward Expiration Date, if any.

5. HOW TO PARTICIPATE

Participants may participate in the Program by: submitting one single sales receipt totaling \$25 (twenty-five dollars) or more (pre-tax and discounts) OR \$50 (fifty dollars) or more (pre-tax and discounts) from a Participating Retailer within one (1) transaction (one (1) single sales receipt) during the Program Period; ensuring that the applicable sales receipt identifies the Participating Retailer and date of purchase (ensure it is within the Program Period - as defined in Section 4 (above)); taking a photograph (png, jpeg, pdf, and tiff file types with a maximum file size of 10MB) of the sales receipt in its entirety (such photograph, an “**Image**”) (note: Participants are encouraged to blank out any personal information that appears on the sales receipt) and submitting a request to participate in the Program, along with the Image, by using only the submission method detailed below (such submission, a “**Submission**”):

- (i) **Text to Enter.** Text the keyword **BLUEBUFFALO** to **811811**. Participant will receive a text message with opt-out instructions and disclosure for receipt of up to eight (8) automated text messages to the number provided, along with instructions for submission. Follow instructions and submit Entry. Upon texting Image, Participants will be sent a link to a registration form for the Program; allow approximately 30 minutes to receive the link**. Complete the registration form by entering true and accurate information in the required fields (including, Full Name, Complete Mailing Address, Email Address and Phone Number) and by accepting any required terms and conditions. See Section 5A below for important restrictions on Program participation via text.
- (ii) **Email to Enter.** Participant emails Entry to redeem@bluebuffaloreward.com. Upon submission of Entry, Participants will be sent a link to a registration form for the Program; allow approximately 30 minutes to receive the link**. Complete the registration form by entering true and accurate information in the required fields (including, Full Name, Complete Mailing Address, Email Address and Phone Number) and by accepting any required terms and conditions.
- (iii) **Visit Program Site to Enter.** Participant goes to Program Site (www.bluebuffaloreward.com). Participant will receive further instructions on uploading the Entry and registering for the Program. Complete the registration form by entering true and accurate information in the required fields (including, Full Name, Complete Mailing Address, Email Address and Phone Number). Follow instructions and submit Entry (including accepting any required terms and conditions) and register for the Program.

All Submissions must be received by the earlier of 11:59:59 p.m. Eastern Time on April 1, 2020, or the supply of Rewards being exhausted to be eligible to receive a Reward.).

**Provision of link to registration form via text message or email merely indicates that photo of Image was received but is not otherwise binding upon Sponsors. Without limiting the foregoing, provision of link does not constitute a representation by Sponsors that Image has been validated in accordance with these Terms and Conditions.

5A. YOUR CONSENT

*By texting **BLUEBUFFALO** to **811811**, you expressly consent to receive up to 8 promotional text messages pertaining to this program only, via an automatic telephone dialing system to the number you provided, from Snipp Interactive Inc., on behalf of Blue Buffalo Co. LTD. Your consent to the above is not required to make a purchase. *Text, messaging and Data Rates may apply. The text message you send is your electronic signature agreeing to these Terms and Conditions, and to giving electronic written consent as set forth above. **Carrier specific charges for text messages and data may apply for each message sent or received, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement.** Not all mobile devices are supported; Participants may only participate in the Program if they are using a supported device. SMS/MMS may not be available for all service providers

or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. Program Parties make no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to participate via text messaging, the Participant grants permission to the Program Parties and Snipp Interactive to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge Participant for each text message, including any error message that is sent and received in connection with the Program, based on the applicable wireless service plan. Participant is responsible for all applicable fees and taxes associated with submitting a Submission. Sponsor may, in its sole discretion, may add or delete a cellular carrier at any time, without notice. You may text "STOP" to **811811** at any time to exit Program and to stop receiving text messages, or "HELP" to **811811** for help.

6. PROCESSING OF SUBMISSIONS:

Processing of a Submission will take 48 hours from the time the Submission is received by or on behalf of the Sponsor. Once a Participant's Submission is processed, such Participant will be notified via the submission method used by the Participant to submit the Submission, whether such Submission has been successfully validated (proceed to Section 7 and Section 8) or a reason why such Submission could not be processed at such time, as determined by the Sponsor in its sole and absolute discretion. It is the responsibility of the Participant to check the applicable email account/phone 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 a participant's mailbox or telephone to receive e-mail messages, text message or other communications. All Submissions become the property of Released Parties and will not be returned. Program is void where taxed, prohibited, or restricted by law. Receipts obtained through unauthorized means or illegitimate channels (i.e., other than via a purchase of Participating Products from Participating Retailers) will be void. Receipts 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 receipt 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 Program Parties; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; (vii) reflects the use of more than an authorized number of coupons; or (viii) is incorrectly or incompletely entered or submitted.

7. VERIFICATION:

All Submissions and entrants 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 an individual's eligibility to participate in this Program; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Submission and/or other information for the purposes of this Program; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Program in accordance with the Sponsor's interpretation of the letter and spirit of these Terms and Conditions. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor, 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 Program computers or Sponsor. The sole determinant of the time for the purposes of this Program will be the official time-keeping device(s) used by the Sponsor.

8. DELIVERY OF REWARDS

All Rewards qualify as "loyalty, award, or promotional prepaid cards" for the purposes of the Credit Card Accountability Responsibility and Disclosure Act.

Participants who are eligible to receive a Digital Reward (as determined by the Sponsor, in its sole and absolute discretion and in accordance with these Terms and Conditions) will receive the Reward via email (which Reward may initially be sent in the form of a numeric/ alphanumeric code to be redeemed for the Reward (the "Code"). Rewards will only be delivered to the applicable telephone number, mailing address, or email address the Participant provided when registering for the Program, subject to verification or eligibility and compliance with these Terms and Conditions. No responsibility is assumed by the Released Parties for any emails or deliveries that are returned as undeliverable, or for any Reward after it has been sent to the Participant. Allow at least 48 hours from successful validation of Submission for delivery of Rewards. Each Reward will be delivered separately.

Qualifying participants who are eligible to receive a Kroger gift card(s) will receive their reward within 4-6 weeks after the program submission end date of 4/1/2020.

Qualifying participants who are eligible to receive a digital reward will receive instructions on how to redeem the Code for the Reward in the communication used to send the Code, including, where applicable, by clicking on a provided link (the “**Reward Instructions**”). Codes must be redeemed in accordance with these Terms and Conditions.

To use the Reward, follow the Reward Instructions provided in the communication used to send the Reward subject in all cases to the terms and conditions imposed by the issuer/provider of the Reward (the “**Reward Provider Terms**”), including the following:

Visa® Prepaid Card Terms. Your Reward will arrive by email. You will have 4 months to redeem for a Visa Prepaid Card. Once accessed, you'll have 7 months to use your account wherever Visa Debit is accepted online or over the phone. Please note that some merchants may choose not to accept out of country currency at their own discretion. If this occurs, pay for your purchase by another payment method and use your Visa Prepaid Card at a different merchant. Also note that a 2% Non-U.S. Currency Transaction fee will be applied if the merchant settles in a currency other than USD. Card is issued by the Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc.

Kroger Gift Card Terms. Protect the card and treat it as you would cash. For card balance, visit www.gcbalance.com, call 1-866-822-6252, or use your Kroger Family of Companies' mobile app.

Use of this card constitutes acceptance of the terms and conditions of this Gift Card. This card represents a prepayment for goods and fuel available at The Kroger Family of Companies (for a complete list of where card is redeemable visit www.kroger.com/giftcardterms). The card cannot be used for lottery, money orders, any stored value prepaid cards or gift cards, or other products prohibited by law. The card cannot be exchanged for cash, except where required by law. If your card is lost, stolen, damaged or destroyed, it will not be replaced and the value remaining lost. Funds do not expire. No fees. Issued by The Kroger Co., an Ohio corporation. Good at Food 4 Less stores in So. CA, IN and IL only.

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 prize 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 Submission in question. Reward winners are solely responsible for all costs and expenses, including any assembly or installation expenses, that are not specifically and expressly included in the Reward description above. The Participant is responsible for any damage/loss due to use of a Reward. By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless the Released Parties from any liability or damages which may arise out of participation in the Program or out of the acceptance, use, misuse, or possession of any Reward. **There are the following limits: 1 Reward per participant.**

9. 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 INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Rules. The Sponsor reserves the right to refuse participation by any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In its sole and absolute determination, the Sponsor 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 Submission 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 an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

In the event of a dispute regarding who submitted an Submission, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Submission 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. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Submission in question.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Program (or to amend these Rules) 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 Rules, 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 Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

By entering this Program, each Participant expressly consents to the Sponsor, its agents and/or representatives, 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://bluebuffalo.com/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 reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Program mechanics stipulated in these Terms and Conditions, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any Participant, Submission and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other 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 and Conditions, or for any other reason.

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, 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 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 Chicago, 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 Chicago in any action to enforce (or otherwise relating to) these Rules or relating to this Program.

10. SPONSOR

Blue Buffalo Company LTD
15 River Road, Wilton, Connecticut 06897

Exhibit A.