

**ENERGIZER: \$5 REWARD OFFER
OFFICIAL TERMS AND CONDITIONS**

A. THE OFFER

1. Offer Period: The *Energizer®: \$5 Reward Offer* (the “**Offer**”) is sponsored by Energizer Canada Inc. (the “**Sponsor**”). The Offer consists of an online rebate offer. The Offer begins on October 1, 2018 at 12:01:00 AM Eastern Time (ET) and ends on April 30, 2019 at 11:59:59 PM ET (the “**Offer Period**”). For greater certainty and the avoidance of doubt, a Qualifying Purchase (defined below) must be made between the start of the Offer Period and March, 31, 2019 at 11:59:59 PM ET (the “**Purchase Period**”); however, a Qualifying Redemption (defined below) can be made any time during the Offer Period.

2. Eligibility: The Offer is only open to individual Canadian residents who have reached the legal age of majority in their province/territory of residence (no club, group or organization may participate).

B. THE OFFER

3. Qualifying Purchases: To participate in the Offer, you must first purchase at least fifteen dollars (\$15 CAD) (before taxes and after the redemption of any coupon, discount, rebate or any other type of offer) of specially marked packs of *Energizer®* batteries or *Energizer®* lights (collectively, “**Eligible Energizer® Products**”) in a single transaction at a participating retail location in Canada during the Purchase Period (collectively, a “**Qualifying Purchase**”).

4. Qualifying Redemptions: After performing a Qualifying Purchase, you must perform one (1) of the two (2) following types of qualifying redemptions during the Offer Period (each, a “**Qualifying Redemption**”):

- A. Mobile Device Qualifying Redemption: After making a Qualifying Purchase, send a text message to short code 76477 (the “**Short Code**”) that includes the keyword “ENERGIZER5” (the “**Keyword**”) using a compatible mobile device during the Offer Period and you will receive a reply text message with a hyperlink to the English Microsite (defined below) (to receive a hyperlink to the French Microsite (defined below), follow the instructions included in the reply text message). Next, follow the on-screen instructions on the English Microsite or French Microsite to obtain, fully complete and submit the Offer redemption form (the “**Redemption Form**”) during the Offer Period, which includes a requirement to (among other things): (i) upload a photograph of your receipt that fully evidences that you have made a Qualifying Purchase (including clearly showing Qualifying Purchase date, time and location, and Eligible *Energizer®* Products purchased) (a “**Photo**”); (ii) provide the product UPC code(s) of the Eligible *Energizer®* Products that were purchased in your Qualifying Purchase; (iii) provide your full name, email address, phone number and full mailing address; and (iv) select if you would like to receive a \$5 CAD Prepaid Virtual Visa® Reward Promocode (each, a “**Promocode**”) OR a \$5 CAD PayPal credit (a “**Credit**”) (collectively, a “**Mobile Qualifying Redemption**”). For greater certainty and the avoidance of doubt, you can only select to receive a Promocode or a Credit (collectively, Promocodes and Credits will be referred to as “**Rewards**”), not both. Standard mobile device data use and service rates apply in relation to performing a Mobile Qualifying Redemption (including without limitation in relation to sending and receiving text messages).

IMPORTANT NOTE: By sending a text message that includes the Keyword to the Short Code during the Offer Period, you are consenting to receive up to eight (8) automated promotional text messages to the number you provided from Snipp Interactive on behalf of the Sponsor. Your consent is sought by Snipp Interactive on behalf of the Sponsor, and your consent to the above is not required to make a Qualifying Purchase or Qualifying Redemption. You may later withdraw your consent to receive these text messages. Standard message & data rates apply. If you have any questions, please contact Snipp Interactive: 1605 Connecticut Ave NW, Washington DC 20009 EnergizerCAHelp@snipp.us.

- B. **Online Qualifying Redemption:** After making a Qualifying Purchase, take a Photo, visit www.five.energizer.ca (the “**English Microsite**”) or www.cinq.energizer.ca (“**French Microsite**”) and follow the on-screen instructions to obtain, fully complete and submit the Redemption Form during the Offer Period (collectively, an “**Online Qualifying Redemption**”).

5. Reward: If you complete a Qualifying Redemption during the Offer Period in accordance with these Offer Terms and Conditions (the “**Terms**”) (as determined by the Sponsor in its sole and absolute discretion), you will be eligible to receive one (1) Reward. Please allow at least 24 hours after sending a Qualifying Redemption for processing. Each Reward must be accepted as awarded and is non-refundable. Further Reward terms and conditions apply.

If you are eligible to receive a Reward and you selected to receive a Promocode (on your Redemption Form), you will receive a Promocode via email. You will have 4 months to redeem your Promocode for: (i) a \$5 CAD Visa® Virtual Account (each, an “**Account**”); or (ii) a \$5 CAD Physical Visa® Prepaid Card (each, a “**Prepaid Card**”) to be mailed to you (USD \$3.00 shipping and handling fee will apply and will be deducted from the balance). If you select to redeem your Promocode for an Account, you'll have 7 months to use your Account wherever Visa® Debit is accepted online or over the phone. If you select to redeem your Promocode for a Prepaid Card, you can use it at physical merchant locations, online or over the phone where Visa® Debit is accepted. The full Account and Prepaid Card terms and conditions are available on the Promocode claim site and can be accessed once your Visa Account has been created (which also provides balance information and transaction history to help you keep track your balance). Click on *Product Terms* prior to selecting a Virtual Visa® Card or a Prepaid Card. Swift Prepaid Solutions is the Service Provider for your Account and associated Card Accounts. Cards are issued by Peoples Trust Company pursuant to a license from Visa Inc. The Sponsor is the entity that marketed and/or distributed the Account and Prepaid Cards, and is either a direct or indirect client of Swift Prepaid.

If you are eligible to receive a Reward and you selected to receive a Credit (on your Redemption Form), you will receive a Credit. If you have chosen to receive a Credit, you must have a PayPal account in good standing, or sign up for one within 30 days, and you are subject to the PayPal Terms and Conditions found here: <https://www.paypal.com/ca/webapps/mpp/ua/legalhub-full>. PayPal, Inc. is not a Sponsor or endorser of the Offer, and is not affiliated with the Sponsor in any way.

C. GENERAL

6. Limits and Verification: There is a limit of one (1) Reward per Qualifying Purchase and per Qualifying Redemption. There is a limit of four (4) Rewards per person/ mailing address/ email address/ telephone number. There is a limit of one (1) Qualifying Redemption per person per Day (where a “**Day**” is defined as beginning at 12:01:00 AM ET and ending at 11:59:59 PM ET) during the Offer Period. You must retain the original receipt evidencing your Qualifying Purchase for verification purposes. Any person who is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) to have violated these Terms is subject to disqualification (as determined by the Sponsor in its sole and absolute discretion). Any use of multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Offer is prohibited. The Sponsor reserve their right, in its sole and absolute discretion, to require proof of identity, eligibility and/or compliance with these Terms (in a form acceptable to the Sponsor) (including without limitation requiring an original receipt to evidence a Qualifying Purchase has been performed, if applicable) at any time and for any reason. Failure to provide such proof to the complete satisfaction of the Sponsor before the deadline specified by the Sponsor may result in disqualification (as determined by the Sponsor in its sole and absolute discretion).

7. General Conditions: By participating in the Offer, each participant agrees to be legally bound by these Terms and hereby agrees to release, discharge and hold harmless Energizer Canada Inc., Simon Pure Marketing Inc., Snipp Interactive Inc. (the “**Administrator**”), Swift Prepaid Solutions Inc., Visa® U.S.A. Inc., their respective parent companies, subsidiaries, affiliates, distributors, suppliers, advertising/promotion agencies, and any other entity involved in the development, administration or fulfillment of this Offer, and their representatives, agents, successors, assigns, employees, officers and

directors (collectively the “**Releasees**”) from any and all injuries, liability, losses and damages of any kind resulting from participation in the Offer. Without limiting the generality of the foregoing, the Releasees will not be liable for: (i) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone or telecommunications networks or lines, computer on-line systems, websites, servers, access providers, computer equipment or software; (ii) printing errors; (iii) costs associated with mobile device data use and service; or (iv) the failure of any information to be received, captured or recorded for any reason whatsoever. Without limiting the generality of the foregoing, standard mobile device data use and service rates apply in relation to participating in this Offer via mobile device.

Each participant hereby agrees to the collection and use of their personal information by the Administrator and its representatives for the purpose of administering the Offer in accordance with the Administrator’s privacy policy, available at: <http://www.snipp.com/privacy-policy/>. This section does not limit any other consent(s) that an individual may provide to the Administrator or others in relation to the collection, use and/or disclosure of their personal information.

In the event of any discrepancy or inconsistency between these English Terms and disclosures or other statements contained in any Offer-related materials (including without limitation the French version of these Terms, and/or point of sale, television, print or online advertising) the terms and conditions of these English Terms shall prevail, govern and control to the fullest extent permitted by law.

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