

Energizer® Brand Battery – \$5 Reward Offer
Terms and Conditions

The *Energizer®* Brand battery \$5 Reward Offer (“Offer”) is only open to current legal residents of the 50 United States or District of Columbia (“D.C.”), and U.S. Military personnel (and their families) with APO/FPO addresses, who are 18 years of age or older (19 or older in AL or NE, 21 or older in MS). Offer void outside the 50 United States and D.C. (except for APO/FPO addresses) and where prohibited, taxed or restricted by law. Only actual purchasers of eligible participating products purchased at any participating retailer may participate in this Offer. The following may NOT participate in this Offer: groups, clubs, or organizations; employees of Energizer Brands, LLC (“Sponsor”) and its affiliates, subsidiaries, and advertising, promotion and fulfillment agencies. By participating in the Offer, participants agree to abide by and be bound by these Terms and Conditions and the decisions of the Sponsor, which shall be final in all matters relating to the Offer.

1. HOW TO PARTICIPATE: The Offer begins Monday October 1, 2018, at 12:00:01 AM Eastern Time (“ET”) and ends on Sunday March 31, 2019, at 11:59:59 PM ET (“Offer Period”). To participate in the Offer, purchase, at any participating retailer at least \$15 (before tax and after any coupon savings) worth of any *Energizer®* Brand battery products (“Products”) in a single transaction during the Offer Period (a “Qualified Purchase”). **Separate purchase transaction receipts of Products to meet the \$15 Qualified Purchase will not be accepted.** Then, take a photo of (or scan) your entire original receipt clearly showing your Qualified Purchase (including purchase amount) along with the date, time, retailer’s name and location of purchase, and receipt total (“Receipt”) and submit it for Offer redemption using one of the following methods:

a) TEXT: Text the keyword “**HOLIDAY5**” to **811811** to receive a text message with instructions on how to submit your Receipt. You will first receive a text message with instructions on how to opt out of receiving text messages if you choose to, along with a disclosure that you may receive up to ten (10) promotional text messages (pertaining only to this program) via an automatic telephone dialing system to the mobile number you provide in order to redeem the Offer. You will also be given instructions for uploading your Receipt. Upon successfully uploading your Receipt, you will receive a text with a link to the Offer registration form where you will be asked to provide your name, e-mail address, complete mailing address (no P.O. Boxes), daytime phone number and date of birth.

b) ONLINE: Visit www.holiday5.energizer.com (“Web site”) and follow the instructions to upload your Receipt and complete the Offer registration form as indicated above.

c) E-MAIL: E-mail your Receipt as an attachment to holiday5@energizer.com.

Upon e-mailing your Receipt, you will receive an e-mail with a link to the Offer registration form which you will be asked to complete as indicated above.

Receipts must be received by 11:59:59 PM ET on Tuesday April 30, 2019, regardless of the method of submission. You may only submit a Receipt once; duplicate submissions of the same Receipt will be disqualified. Any Qualified Purchase amounts over \$15 will not be credited toward or applied to subsequent Offer redemption(s). All Receipts are subject to verification; please allow approximately twenty-four (24) hours for Receipt validation. It is recommended that you retain your original sales receipt until you receive your Reward (as defined below). Sponsor reserves the right, in its sole discretion, to substantiate Receipts and Offer redemption requests and to require any participant to provide additional identification, documentation, original UPC codes and/or original sales receipts for purposes thereof. Proof of submission of a request does not constitute proof of receipt of request by Sponsor.

Important Information re: Text Messages: By participating via text message, you consent to receive up to ten (10) promotional text messages (pertaining only to this program) via an automatic telephone dialing system to the number you provided, from Snipp Interactive Inc. ("Snipp"). Message and Data Rates may apply. You understand that consent to receive text messages is not required to make a purchase. The text message you send is your electronic signature agreeing to these terms and to giving electronic written consent to receive automated text messages from Snipp and/or Sponsor. ***Carrier-specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement.*** SMS 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. Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to participate via text messaging, you agree to accept all applicable charges associated there with. Wireless service providers may charge for each text message, including any error message that is sent and received in connection with the Offer. Sponsor, 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 stop receiving text messages, or **HELP** to **811811** for help.

2. REWARD /REWARD REDEMPTION: Depending on where you made your purchase, you will receive your reward in one of the following forms (each referred to as a "Reward"):

- a. **TARGET®:** If your Qualified Purchase was made at Target®, your Reward will be in the form of a \$5 Target® eGift Card. Upon Receipt validation, you will receive a promotional code ("Promo Code") via e-mail at the e-mail address

you provided at registration with instructions on how to redeem your Reward. Terms and conditions are applied to gift cards.

b. **THE HOME DEPOT®**: If your Qualified Purchase was made at The Home Depot®, your Reward will be in the form of a \$5 The Home Depot® eGift Card. Upon Receipt validation, you will receive a Promo Code via e-mail at the e-mail address you provided at registration with instructions on how to redeem your Reward.

c. **WALGREENS®**: If your Qualified Purchase was made at Walgreens®, you will receive your Reward by postal mail in the form of a \$5 Walgreens® Gift Card. Your Walgreens® Gift Card will be mailed to the address you provided at the time of registration. Please allow four (4) to six (6) weeks for delivery of your Walgreens Gift Card. The card is redeemable only for merchandise and services at Walgreens Drugstores, RXpress or Walgreens Pharmacies in the US, Puerto Rico or U.S. Virgin Islands. The card is not redeemable for cash and no change will be given except as and where required by law. Taxes are the responsibility of the cardholder. Certain terms may be void or restricted where required by law.

d. **WALMART®**: If your Qualified Purchase was made at Walmart®, your Reward will be in the form of a \$5 Walmart® eGift Card. Upon Receipt validation, you will receive an email at the email address you provided at registration, containing a Promo Code and instructions to redeem your Reward.

e. **ALL OTHER RETAILERS**: If your Qualified Purchase was made at any retailer not stated above, you will be asked whether you wish to receive your Reward in the form of either a Visa® Prepaid Card or as a deposit to your PayPal® account.

i. If you elect to receive your Reward in the form of a Visa® Prepaid Card, you will receive a Promo Code via e-mail at the e-mail address you provided at registration with instructions on how to redeem your Promo Code for a digital \$5 Virtual Visa® Prepaid Card **OR** a \$2 Physical Visa® Prepaid Card (USD \$3.00 will be deducted from your \$5 reward upon redemption of your Promo Code to cover shipping and handling). You will have four (4) months to redeem your Promo Code for a Visa® Virtual Account. Once accessed, you may choose the form of your Reward as either a \$5 Virtual Visa® Prepaid Card **OR** a \$2 Physical Visa® Prepaid Card. If you elect to redeem a \$5 Prepaid Virtual Visa® Reward, you will have seven (7) months to use your account wherever Visa® Debit is accepted online or over the phone only. \$5 Virtual Visa® Prepaid Cards cannot be redeemed in-store. If you elect to redeem a \$2 Physical Visa® Prepaid Card, you will receive your Reward in approximately 5 to 7 business days via U.S. mail. Physical Visa® Prepaid Cards will expire seven (7) months from Offer redemption. Physical Visa® Prepaid Cards

are redeemable wherever Visa® debit is accepted. 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® Virtual Account or Physical 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. Swift Prepaid Solutions is the Service Provider for your Redemption Account and associated Card Accounts. Your Program Sponsor is the entity that marketed and/or distributed the reward, and is either a direct or indirect Client of Swift Prepaid. The Promo Code/card is nonrefundable. The full terms and conditions of the card issuer are available on the Promo Code claim site. Click on “Product Terms” prior to selecting a Virtual Visa® Prepaid Card or a Physical Visa® Prepaid Card.

ii. If you elect to receive your Reward in the form of a \$5 transfer to your PayPal® account, you must use the same e-mail address when you register for the offer as the email address associated with your PayPal® Account. Upon validation of your Receipt, you will receive an e-mail stating that funds have been sent to you and must be claimed. Once you click in the e-mail to claim your funds, you will need to log in to your PayPal® account and funds will then be available. You must have a U.S. PayPal® account in good standing at the time of transfer in order to receive your \$5 Reward; locked or restricted accounts will not receive the \$5 Reward. Funds that have not been claimed within 30 days after being sent will be returned to sender. Transfers to PayPal® accounts are subject to the PayPal® terms and conditions found here:

<https://www.paypal.com/us/webapps/mpp/ua/legalhub-full>.

MAXIMUM OF FOUR (4) REWARDS (ANY COMBINATION) PER PERSON/HOUSEHOLD/E-MAIL ADDRESS.

All eGift/Gift cards are subject to all the terms, conditions and policies imposed by the issuer, as well as federal and state laws. Promo Codes/Rewards have no cash value. Promo Codes/Rewards may not be reproduced, copied, purchased, traded, auctioned or sold or in any manner other than that which is provided in these Terms and Conditions. Promo Codes/Rewards are nontransferable. Promo Codes/Rewards are void if they contain printing, mechanical, production, typographical or other errors, or if they are obtained outside authorized, legitimate channels. Sponsor’s sole liability for any defective or erroneous Promo Code/Reward is limited to replacement with another Promo Code/Reward, while supplies last. Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Promo Codes or Rewards, including, but not limited to, their quality, mechanical condition or fitness for a particular purpose.

3. RELEASE OF LIABILITY: By participating in this Offer, you agree to release and hold harmless the Sponsor, Target Brands Inc., The Home Depot, Walgreen Co., Walmart Stores, Inc., Snipp Interactive Inc., Swift Prepaid, PayPal®, Inc., and other participating retailers and their respective parent companies, subsidiaries, affiliates, retailers and advertising and promotions agencies and all of their respective officers, directors, shareholders, employees and agents (collectively, “Released Parties”) from and against any and all liability or damages arising from or in connection with your participation in the Offer and/or the acceptance, redemption, use, misuse, or possession of a Promo Code or Reward or any goods or services purchased therewith, including, but not limited to, liability arising from or in connection with third-party claims. The Released Parties are not responsible for late, lost, incomplete, illegible, delayed, inaccurate, garbled, undelivered or misdirected requests, e-mail, texts, Promo Codes, Rewards or mail, or for other errors or problems of any kind relating to or in connection with the Offer, whether printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Offer or in any Offer related materials. The Released Parties are further not responsible for any damage to any computer system or mobile device resulting from participation in the Offer or accessing or downloading information in connection with the Offer. Sponsor reserves the right in its sole discretion to edit, modify or cancel any portion of this Offer in the event it is not capable of running as planned.

4. GENERAL: Offer subject to all applicable federal, state and local laws and regulations. Sponsor bears no responsibility for any aspect of a Promo Code, PayPal® transfer (if applicable) or Reward after delivery to participant. Any issues in connection with Promo Codes, \$5 Prepaid Virtual Visa® Rewards or \$2 Physical Visa® Prepaid Card Rewards after receipt by participant must be directed to Swift Prepaid at the Promo Code claim site. Any issues in connection with PayPal® transfers after delivery to participant must be directed to <https://www.paypal.com/us/selfhelp/contact/email>. Receipts that Sponsor determines to have been obtained through unauthorized means or illegitimate channels will be void. Receipts cannot be sold, traded, auctioned, or bartered; all such receipts will be void. Fraudulent redemption requests or Promo Codes/Rewards (as determined by Sponsor in its sole discretion) will not be honored and could result in criminal or civil action to the extent allowed by law. Duplicate requests and requests from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs or organizations will be void. Sponsor reserves the right at its sole discretion to reject participation of any individual who Sponsor determines, in its sole discretion: has tampered with or attempted to tamper with the Offer redemption process or the operation of the Offer or the Web site; has violated the Offer Terms and Conditions in any way; or has acted in a disruptive, harassing or otherwise improper or illegal manner. Any attempt by any person to deliberately undermine the legitimate operation of the Offer may be a violation of criminal and/or civil law, and, should such an attempt be made, Sponsor reserves the right to disqualify and

seek damages from any such person to the fullest extent permitted by law. All Offer requests become the property of Sponsor and will not be returned.

5. PRIVACY: Any personally identifiable information collected from participant during participation in the Offer will be collected by Sponsor or its agents, and used by Sponsor and its respective affiliated companies and agents for administration and fulfillment of this Offer as described in these Terms and Conditions, and in accordance with Sponsor's Privacy Policy located at <http://www.energizerholdings.com/en/pages/privacypolicy.aspx> and you consent to such collection and use.

6. SPONSOR: Energizer Brands, LLC, St. Louis, MO 63141

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