

## **Skinny Cow Continuity Gift with Purchase Program (“Program”) Official Terms and Conditions**

**PURCHASE IS NECESSARY. INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED. A cell may also be used to participate in program.** Standard data and messaging rates may 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.

Sponsor: Nestlé Dreyer’s Ice Cream Company, Oakland, CA 94618 (“**Nestlé**” or “**Sponsor**”)

Administrator: Snipp Interactive, 6708 Tulip Hill Terr, Bethesda, MD 20816 (“**Snipp**” or “**Administrator**”)

### **1. Eligibility**

Skinny Cow Continuity Gift with Purchase Program (“**Reward Program**” or “**Program**”) begins May 24, 2019 at 12:00:00AM Eastern Time (“ET”) and ends on June 23, 2020 at 11:59:59PM ET (“**Reward Period**”). Participation in the Program is only open to legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older (each such resident a “**Participant**”, “**Participants**” or “**you**”). Nestlé Dreyer’s Ice Cream Company, Snipp Interactive Inc., 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: **Ten (10) Rewards per participant during the Reward Program.**

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 receipts (all of which will be void).

### **2. Reward Program**

Sponsor is offering eligible Participants the opportunity to receive the choice of a \$10 gift card or two (2) VIP coupons (the “**Reward**”) when Participants purchase \$35 (thirty-five dollars) or more worth of Participating Products (“**Participating Products**”, as defined in Appendix A, following) from a Participating Retailer (“**Participating Retailer**”, defined below), in a single or multiple transactions during the Reward Period during the Purchase Period (“Purchase Period”, defined below). You will need to submit receipts with your purchase(s), and date of purchase, noted. See Section 3 for how to request to participate, and how to submit a receipt to participate in this Program. **Ten (10) total Rewards per participant during the Reward Program.**

**Participating Retailer:** any retailer – in a brick-and-mortar store or online – which stocks the Participating Products in the 50 United States and the District of Columbia.

**Purchase Period:** From May 24, 2019 at 12:00:00 a.m. Eastern Time to May 23, 2020 at 11:59:59 p.m. Eastern Time. All qualifying purchases must be made within the Purchase Period in order to be eligible for this Program.

#### **2(a). Possible Rewards:**

**Please note:** At registration you will need to choose whether you want a retailer gift card or VIP coupons,

and which retailer's gift card. **The choice you make at this time will last for the length of the program**, whether you earn one gift card or the maximum of ten (10). Also note that rewards may be delivered via mail or electronically, depending on the reward you choose. Gift cards delivered electronically should be received within 48 hours of Participant's final receipt containing a qualifying purchase being verified. Rewards delivered via mail should be delivered to the address provided upon registration within 6-8 weeks of Participant's final receipt containing a qualifying purchase being verified.

- \$10 Albertson's Gift Cards (ARV of each gift card = \$10.00), awarded as a physical gift card via mail
- \$10 Publix Gift Cards (ARV of each gift card = \$10.00), awarded as a physical gift card via mail
- \$10 Kroger Gift Cards (ARV of each gift card = \$10.00), awarded as a physical gift card via mail
- \$10 Walmart Gift Cards (ARV of each gift card = \$10.00), awarded as a digital gift card
- \$10 Target Gift Cards (ARV of each gift card = \$10.00), awarded as a digital gift card
- One pair of two (2) VIP coupons, each good for one (1) free SKINNY COW product up to \$5.99. (ARV of VIP coupon reward = \$11.98), awarded as physical coupons via mail.

The Approximate Retail Value ("ARV") of all available Rewards is \$124,800.00.

TARGET, WALMART, PUBLIX, KROGER and ALBERTSON'S are trademarks of their respective owners, and those companies have nothing to do with the Skinny Cow Rewards Program, which is sponsored by Nestlé Dreyer's Ice Cream, or its administration, which is handled by Snipp Interactive. Any concerns about this program should be directed to Sponsor or Administrator, and not any of the companies whose gift cards are being provided as prizes.

Please note each gift card has its own individual terms and conditions, which should be reviewed by Participants. The VIP coupons have both an expiration date and terms of use, which should be reviewed by Participant.

**Walmart Terms.** For balance inquiry, call or go to [Walmart.com/giftcards](http://Walmart.com/giftcards) or [samsclub.com](http://samsclub.com). Use this card for purchases of merchandise and services at any retail or on-line format of Wal-Mart Stores, Inc. in the U.S. or Puerto Rico, including Sam's Clubs. The balance on this card is solely a liability of Wal-Mart Stores Arkansas, LLC. This card cannot be redeemed for cash except where required by state law. Lost or stolen cards cannot be replaced without original receipt. Terms and conditions subject to change without notice. See [Walmart.com](http://Walmart.com) for complete terms. Gift Cards purchased through unauthorized resellers or internet sites are not guaranteed by Walmart and will not be replaced for any reason. In the case of fraud, misrepresentation, abuse or violation of the terms and conditions, Walmart reserves the right to refuse acceptance of this card and to take all available action, including the forfeiture of any remaining card balance. If you have any concerns, please email customer service at [help@walmart.com](mailto:help@walmart.com).

**Target Terms.** Redeemable for merchandise or services (other than digital prepaid cards and American Express®, MasterCard® and Visa® gift cards and prepaid cards) at Target stores in the U.S. or Target.com, and cannot be redeemed for cash or credit except where required by law. For balance information, visit [target.com/giftcards](http://target.com/giftcards) or call 1-800-544-2943. ©2017 Target Brands, Inc. The Bullseye Design, Target and Target eGiftCard are registered trademarks of Target Brands, Inc. PLEASE TREAT THIS EGIFTCARD LIKE CASH AND SAFEGUARD IT ACCORDINGLY

### 3. How to Participate

Make a Qualifying Purchase(s) and submit a valid, legible Receipt Photo showing – with a star or check - the Qualifying Purchase(s) as described below, and register for the Program at <https://skinnycowrewards.com> ("Website"). You must register for the Program to receive your Reward(s). All submissions of Receipt Photos must be received by June 23, 2020 at 11:59:59PM ET to be eligible. Before submitting a Receipt Photo, participants must highlight the Qualifying Products on the receipt with a star or check. Receipt Photos must clearly show the receipt in its entirety. Participants should keep their receipt following submission, in case there are any issues with legibility or other reason. Sponsor reserves

the right to require a participant to provide original receipt for verification purposes upon request. Participants can submit their receipt(s) by:

**Text to Participate.** Text the keyword **SKINNYCOW** to **811811**. Participant will receive a text message with opt-in instructions. Once opted in, participant will receive a text message with disclosure for receipt of up to eight (8) automated text messages to the number provided, along with instructions for submission. Follow instructions and submit receipt image. 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 including Area Code) and by accepting any required terms and conditions. You must register with this information and accept the terms and conditions in order to receive your Reward. See Section 5 below for important restrictions on Program participation via text.

**Email to Participate.** Participant emails receipt image to [submit@skinnycowrewards.com](mailto:submit@skinnycowrewards.com). Upon submission of receipt 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 including Area Code) and by accepting any required terms and conditions. You must register with this information and accept the terms and conditions in order to receive your Reward.

**Visit Program Site to Participate.** Participant may go to Program Site, <https://skinnycowrewards.com>. By viewing the site, participant will receive further instructions on uploading receipt(s) images 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 including Area Code). You must register with this information and accept the terms and conditions in order to receive your Reward.

#### **4. Redemption**

Participants must submit valid receipt(s) as outlined above to receive each Reward during the Reward Period, limit of ten (10) Rewards. Rewards are subject to these full terms and conditions, and gift cards and coupons will be subject the terms and conditions of the individual gift card; please note terms of use and expiration dates of VIP coupons.

All receipts received will be reviewed and validated within forty-eight (48) hours. Sponsor is not responsible for late, lost, stolen, damaged, delayed, or undelivered Rewards. *Sponsor is not responsible for any computer related malfunction that prevents a recipient from participating or receiving his/her Reward.* **Limit of ten (10) total Rewards during length of Program.**

#### **5. Text Messaging (SMS) Terms and Restrictions**

Standard message and data rates may apply. By texting "**SKINNYCOW**" to 811811, you consent to receive up to eight (8) promotional text messages (pertaining only to this Program) via an automatic telephone dialing system to the number you provided from Snipp on behalf of Sponsor. Your consent to the above is not required to make a purchase. You may text HELP to 811811 at any time for help, or text STOP to opt-out. **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. The text message portion of this program works with most U.S cellular carriers and requires a two-way text messaging enabled cellular phone. Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to play via text messaging, you grant permission to the Sponsor to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge you for each text message, including any error message that is sent and received in connection with the Promotion, based on the applicable wireless service plan. You are responsible for all applicable fees and taxes associated with submitting a receipt via SMS. Sponsor in its sole discretion may add or delete a cellular carrier at any

time, without notice. Text message submissions will be deemed to have been submitted by the registered owner of the device used to enter. Text STOP to stop and HELP to help. Consent is not required to buy goods or services.

## 6. Release

The Participant is responsible for any damage/loss due to use of a Reward. The Released Parties are not responsible for any malfunction or inconvenience of any kind that may occur. Receipts obtained through unauthorized means or illegitimate channels will be void. Receipts cannot be sold, traded, auctioned, or bartered; all of which will be void. Duplicate requests and requests from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs or organizations will be void. All requests become the property of Sponsor and will not be returned. Program is void where taxed, prohibited, or restricted by law. Fraudulent submission could result in federal prosecution under mail fraud rules and regulations. You cannot substitute, transfer, or redeem Rewards for cash. By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless Nestlé Dreyer's Ice Cream, Nestlé USA, Snipp Interactive, and their respective parent, subsidiaries, affiliates, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, "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 product or service attained through this Program. All applicable federal, state and local laws and regulations apply. Released Parties are not responsible for late, lost, incomplete, illegible, delayed, inaccurate, garbled, undelivered, misdirected requests, email, texts, or mail, or other errors or problems of any kind relating to or in connection with the Program, 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 Program or in any Program-related materials. Persons found tampering with or abusing any aspect of this Program, who are acting in a disruptive or unsportsmanlike manner or who are otherwise not in compliance with these terms, as solely determined by Released Parties will not be eligible. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Program.

## 7. Privacy Policy

Any personally identifiable information collected from Participant during participation in the Program will be collected by Program Sponsor or its agents, and used by Program Sponsor and its respective affiliated companies and agents for administration and fulfillment of this Program as described in these Terms and Conditions, and in accordance with Program Sponsor's Privacy Policy as stated at <https://www.skinnycow.com/privacy/>.

## 8. Sponsor

Nestlé Dreyer's Ice Cream Company, 5929 College Avenue, Oakland, CA 94618

### Appendix A – PARTICIPATING PRODUCT LIST

EA UPC	Brand	Size/ Weight	Count	Product Name
789785213286	Skinny Cow®	14floz	8	<a href="#">Chocolate Cake Me Away</a>
789785500140	Skinny Cow®	4floz	4	<a href="#">Not Fudging Around Chocolate Fudge</a>
789785500256	Skinny Cow®	2.65floz	6	<a href="#">Oh La La Chocolate Truffle</a>
789785500126	Skinny Cow®	4floz	6	<a href="#">Completely Crush-worthy Cookies 'n Cream</a>
789785338415	Skinny Cow®	2.65floz	5	<a href="#">Living the Double Caramel Dream</a>
789785019703	Skinny Cow®	4floz	6	<a href="#">Full on Fudge</a>
789785911656	Skinny Cow®	14floz	8	<a href="#">Fudgetastic Java</a>
789785616032	Skinny Cow®	2.65floz	4	<a href="#">Salt-Kissed Caramel</a>
789785519661	Skinny Cow®	2.65floz	4	<a href="#">Chocolate Fudgetastic Swirl</a>
789785501499	Skinny Cow®	4floz	4	<a href="#">For Love of Chocolate</a>

789785966694	Skinny Cow®	4floz	4	<a href="#">Vanilla Bean Forever</a>
789785405674	Skinny Cow®	14floz	8	<a href="#">Mint Chip Mashup</a>
789785019659	Skinny Cow®	4floz	6	<a href="#">Cool as can be Mint</a>
789785019659	Skinny Cow®	4floz	6	<a href="#">Cool as can be Mint</a>
789785500027	Skinny Cow®	4floz	6	<a href="#">No Sugar Added Vanilla Gone Wild</a>
789785540962	Skinny Cow®	14floz	8	<a href="#">Oh Fudge Cookie</a>
789785540108	Skinny Cow®	14floz	8	<a href="#">Oh My! Vanilla Bean</a>
789785620411	Skinny Cow®	14floz	8	<a href="#">Peanut Butter Chocolate</a>
789785879406	Skinny Cow®	14floz	8	<a href="#">Rock On! Rocky Road</a>
789785465807	Skinny Cow®	2.1floz	5	<a href="#">Simply Amazing Salted Caramel Pretzel</a>
789785020013	Skinny Cow®	4floz	6	<a href="#">Cinnamontastic Snickerdoodle</a>
789785380483	Skinny Cow®	2.65floz	5	<a href="#">Triple Threat Chocolate</a>
789785852898	Skinny Cow®	2.65floz	5	<a href="#">Va Va Vanilla Almond Crunch</a>
789785019628	Skinny Cow®	4floz	6	<a href="#">The Dynamic Duo: Vanilla &amp; Chocolate</a>
789785500133	Skinny Cow®	4floz	6	<a href="#">Next Level Vanilla Caramel</a>
789785019635	Skinny Cow®	4floz	6	<a href="#">Vanilla Gone Wild</a>
789785764443	Skinny Cow®	2.8floz	8	<a href="#">Viva Vanilla Snackers</a>

**Skinny Cow Sweepstakes (“Sweepstakes”)  
Official Rules (“Official Rules”)**

**NO PURCHASE NECESSARY OR TEXT MESSAGE NECESSARY TO ENTER OR WIN. A PURCHASE OR SENDING OF A TEXT MESSAGE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE U.S. AT THE TIME OF ENTRY. . The Promotion contains a game of chance (“Sweepstakes”).** The computer clock of the Administrators (defined below) is the official time-keeping device in the Sweepstakes.

**SPONSOR:** Nestlé Dreyer’s Ice Cream, 5929 College Avenue, Oakland, CA 94618 (“Sponsor”)

**ADMINISTRATORS:** Snipp Interactive Inc., 6708 Tulip Hill Terr, Bethesda, MD 20816;  
Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428  
 (“Administors”)

1. **SWEEPSTAKES PERIOD:** May 24, 2019 at 12:00:01 AM ET through August 23, 2019 at 11:59:59 PM ET (“Sweepstakes Period”).
2. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or older (except Alabama and Nebraska, 19, and 21 in Mississippi) as of date of entry. Employees, officers and directors of Nestlé Dreyer’s Ice Cream, Snipp Interactive, Realtime Media LLC, and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, “Sweepstakes Parties”) their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Sweepstakes. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void where prohibited by law, rule or regulation.
3. **HOW TO ENTER THE SWEEPSTAKES:** There are four (4) methods of entry into the Sweepstakes as detailed below:
  - a) **PURCHASE OF QUALIFYING PRODUCT METHOD:** Participants may participate in the Program by purchasing at least thirty-five dollars (\$35.00) in Participating Product from any retailer in the fifty (50) United States and the District of Columbia within a single or multiple transactions during the Promotion Period. One entry per valid receipt. Ensure that the applicable sales receipt identifies the Participating Retailer, date of purchase (must be within the Promotion Period - as defined in Section 1 above) and Participating Products purchased; adding a star (\*) or checkmark (√) next to the Participating Product(s) identified in the sales receipt; 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 any the submission methods detailed below:
    - i. **Text to Enter.** Text the keyword **SKINNYCOW** to **811811**. Participant will receive a text message with opt-in instructions. Once opted in, participant will receive a text message with disclosure for receipt of up to eight (8) automated text messages to the number provided, along with instructions for submission. Follow instructions and submit receipt image. 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 (No PO Boxes will be accepted), Email Address and Phone Number) and by accepting any required terms and conditions.

**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. The text message entry portion of this sweepstakes works with most U.S cellular carriers and requires a two-way text messaging enabled cellular phone. Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to play via text messaging, you grant permission to the Sponsor to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge you for each text message, including any error message that is sent and received in connection with the Sweepstakes, based on the applicable wireless service plan. You are responsible for all applicable fees and taxes associated with placing an SMS entry. Sponsor in its sole discretion may add or delete a cellular carrier at any time, without notice. Text message entries will be deemed to have been submitted by the registered owner of the device used to enter. Text 'help' for help and 'stop' to stop receiving text messages on the Program. Consent is not required to buy goods or services.**

ii. **Email to Enter.** Participant emails receipt image to [submit@skinnycowrewards.com](mailto:submit@skinnycowrewards.com). Upon submission of receipt 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 including Area Code) and by accepting any required terms and conditions.

iii. **Visit Program Site to Enter.** Participant goes to Program Site (<https://skinnycowrewards.com>). Participant will receive further instructions on uploading the receipt image 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 including Area Code). Follow instructions and submit Entry (including accepting any required terms and conditions) and register for the Program.

b) **ALTERNATE METHOD OF ENTRY ("AMOE"):** To enter via mail without a purchase, hand-print your full name, full mailing address, email address, phone number, and birth date on a plain 3x5 inch paper. Mail your completed entry to Realtime Media, Attn: Skinny Cow Sweepstakes, 200 Four Falls Corporate Center, Suite 130, Conshohocken, PA 19428. Each entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. No responsibility is assumed for lost, late, incomplete, illegible, misdirected or postage-due entries. No responsibility is assumed for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind or (ii) any incorrect data contained in any sweepstakes entry. Mail-in entries must be postmarked no later than August 23, 2020 and received by August 27, 2020 to be eligible for the drawing. All entries become the property of Sponsor and will not be returned or acknowledged.

**Each valid receipt submitted, regardless of method of submission, or AMOE, qualifies as one (1) entry into the Sweepstakes. Those who do not follow all of the instructions, provide required information or abide by these Official Rules or any other instructions of Sponsor or Administrators may be disqualified at Sponsor's or Administrators' sole discretion.**

4. **SWEEPSTAKES DRAWING/ODDS:** On or about August 28, 2019, the Administrator will conduct a random drawing from among all eligible entries received during the Sweepstakes Period and will select six (6) potential winners. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period.

**5. WINNER NOTIFICATION:** The potential prize winners will be notified by email and/or phone and will have ten (10) days to respond to the winning notification with all required information before forfeiting their prize, where applicable. Any winner of a prize package valued at \$600 or more, as set forth in Sec. 5 below, will be sent an Affidavit of Eligibility/Liability Release (“Release” or “Releases”) via email. Such Releases must be completed, signed, notarized and returned to Administrator within five (5) days of date of issuance. A potential winner becomes a “Winner” only after verification of eligibility by Sponsor. If any potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries.

**6. PRIZE/PRIZE RESTRICTIONS:** A total of six (6) prizes will be awarded as detailed below:

**ONE SWEEPSTAKES GRAND PRIZE:** One (1) Sweepstakes Grand Prize will be awarded, consisting of a trip for two (winner and one (1) guest) to Honolulu, HI. Prize package includes:

- Round-trip coach air transportation for winner and guest from a major airport, as determined by Sponsor, near the winner’s home within the continental U.S. to Honolulu, HI
- One (1) double occupancy standard room for five (5) days/four (4) nights
- Roundtrip ground transportation to and from the airport in Honolulu, HI and hotel
- \$500 spending money awarded in the form of a prepaid AMEX Gift Card

**The ARV of the Sweepstakes Grand Prize is \$4,317.00**

**TWO (2) SWEEPSTAKES RUNNER UP PRIZES:** Two (2) Sweepstakes Runner Up Prizes will be awarded consisting of:

- One (1) \$250 Visa prepaid gift card

**The ARV of each Sweepstakes Runner Up Prize is \$250.00**

**THREE (3) SWEEPSTAKES THIRD PRIZES:** Three (3) Sweepstakes Third Prizes will be awarded consisting of:

- One (1) VIP package that consists of:
  - Twelve (12) VIP Coupons, each good for one free SKINNY COW® product, up to \$X.xx.
  - Three (3) Swag Boxes

**The ARV of each Sweepstakes Third Prize is \$120.00**

**The ARV of all prizes is \$5,177.00**

**SWEEPSTAKES GRAND PRIZE RESTRICTIONS: Limit of one (1) Sweepstakes prize per person/per household.** Actual prize value depends on the location of the winner’s residence and dates of travel. Sponsor will arrange travel, which must be taken before December 31, 2019 and must be reserved fourteen (14) days in advance or prize will be forfeited and Sponsor will have no further obligation to such winner. Any difference between stated value and actual value will not be awarded. Winner is responsible for all costs not specifically noted in these rules, including but not limited to transportation, food, beverage, extra hotel goods or services, or other costs not specifically noted in these Rules. Winner and guest must travel together on the same itinerary and are responsible for obtaining all necessary travel documents prior to travel, at their cost. Certain restrictions, as determined by Sponsor, may apply. Sponsor will attempt to accommodate winner’s preferred itinerary, but all specifics thereof will be at Sponsor’s sole discretion. If winner and guest cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate winner will be chosen. Winner and travel guest must travel from major airport closest to the winner’s residence, as determined by Sponsor, in its sole discretion. Any picture identification requirements associated

with air travel are the winner and travel guest's responsibility. In the event the winner lives within 100 miles from Honolulu, HI, ground transportation only (not air transportation) will be provided to and from the hotel. Travel and hotel arrangements must be made through Sponsor's agent, on a carrier and at a hotel of Sponsor's choice and trip must be taken on a date of the Sponsor's choosing. If winner and guest cannot travel on the dates specified by Sponsor, the prize will be forfeited in its entirety and the prize may be awarded to an alternate winner selected in a random drawing from among all remaining eligible entries. Flight details are subject to availability and airline carrier's regulations and conditions apply. The trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Neither Sponsor nor Administrators are responsible for lost, misplaced, stolen or mutilated tickets or prepaid gift cards and none will be replaced. Prepaid gift cards are subject to the terms and conditions set by the issuer. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. Prize is non-transferable and no cash equivalent or substitution of prize is offered, except at sole discretion of the Sponsor. The hotel accommodations, airline tickets, and gift card will be determined at the sole discretion of Sponsor. If any portion of the prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the prize with another prize of comparable or greater value. Guest must be of legal age of majority in his/her jurisdiction of residence (and at least 18), unless the child or legal ward of winner, and must complete and return a publicity and liability release within five (5) days of date of issuance. If guest is the child or legal ward of the winner, winner must execute and return all required documents on behalf of such child or legal ward. All federal, state and local taxes and any other costs and expenses associated with prize acceptance and use not listed herein as part of the prize including, without limitation, ground transportation (other than that specified above as included in prize), luggage fees, souvenirs, miscellaneous hotel expenses, and gratuities are the sole responsibility of winner.

**SWEEPSTAKES RUNNER UP AND SECOND PRIZE RESTRICTIONS: Limit of one (1) Sweepstakes prize per person/per household.** All Sweepstakes prizes will be fulfilled approximately four (4) to six (6) weeks after the Sweepstakes has ended. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Sweepstakes Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes. Prepaid gift cards are subject to terms and conditions set by issuer. Sweepstakes parties are responsible only for shipping of the prize; not responsible for prize utility, quality or otherwise.

Once a prize is shipped and/or delivered to the winner, Sweepstakes Parties are not responsible for any prize that is lost, stolen, mutilated, destroyed, misdirected or undeliverable for any reason.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE SWEEPSTAKES PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

- 7. GENERAL:** Each winner hereby expressly grants to the Sweepstakes Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and state of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Sweepstakes ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as

well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Sweepstakes Parties do not assume any responsibility for any disruption in the Sweepstakes Parties, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in herein. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Sponsor and may be changed from time to time without notice. The Sponsor reserves the right to cancel or modify the Sweepstakes at any time without notice due to events beyond Sponsor's reasonable control, in which case the Sponsor will use commercially reasonable efforts to award all prizes in an alternate manner. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the Authorized Account Holder of the email address associated with the winning Sweepstakes Entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet service provider, on-line service provider or other organization which is a responsible for assigning e-mail addresses or the domain associated with the submitted email address. If, in Sponsor's sole determination, a dispute cannot be resolved, the Sweepstakes Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

- 8. CONDUCT:** By participating in this Sweepstakes, you agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Sweepstakes Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sweepstakes Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Sweepstakes Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Sweepstakes Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 9. LIMITATIONS OF LIABILITY:** To the fullest extent permitted by law, the Sweepstakes Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Sweepstakes Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Sweepstakes Entries or registrations at any point in the operation of this Sweepstakes; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet any website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Sweepstakes entries, social networking posts, or registrations, the announcement of the prizes, or in any other Sweepstakes-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration,

security, fairness, integrity or proper conduct of this Sweepstakes, then the Sweepstakes Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Parties will award the prizes from among all non-suspect, eligible Sweepstakes Entries received for the Sweepstakes up to the time of such action.

- 10. RELEASES:** To the fullest extent permitted by law, all participants, as a condition of participation in this Sweepstakes, agree to release, hold harmless Nestlé Dreyer's Ice Cream, Nestlé USA, Snipp Interactive, Realtime Media, LLC, and their respective parent, subsidiaries, affiliates, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, "Released Parties") from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Sweepstakes, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 11. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of California. Any action seeking legal or equitable relief arising out of or relating to the Sweepstakes or these Official Rules shall be brought only in the courts of the State of California. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 12. PRIVACY:** Except as noted in these Official Rules, information collected for this Sweepstakes is used only for the purpose of Sweepstakes administration and winner notification and will not be re-used, sold or shared in any manner by the Sweepstakes Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Sweepstakes, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.skinnycow.com/privacy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 13. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. Winner will need to provide their social security number to Sponsor and Administrator as part of their prize winner paperwork. A 1099 tax form (preceded by a W9 Form) will be issued to the Grand Prize Winner.

**WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by June 30, 2020 to: Skinny Cow Sweepstakes Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

**SPONSOR:** Nestlé Dreyer's Ice Cream, 5929 College Avenue, Oakland, CA 94618

**ADMINISTRATORS:** Snipp Interactive Inc., 1605 Connecticut Ave NW, Washington, DC 20009  
Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428

**APPENDIX A**

EA UPC	Brand	Size/ Weight	Count	Product Name
789785213286	Skinny Cow®	14floz	8	<a href="#">Chocolate Cake Me Away</a>
789785500140	Skinny Cow®	4floz	4	<a href="#">Not Fudging Around Chocolate Fudge</a>
789785500256	Skinny Cow®	2.65floz	6	<a href="#">Oh La La Chocolate Truffle</a>
789785500126	Skinny Cow®	4floz	6	<a href="#">Completely Crush-worthy Cookies 'n Cream</a>
789785338415	Skinny Cow®	2.65floz	5	<a href="#">Living the Double Caramel Dream</a>
789785019703	Skinny Cow®	4floz	6	<a href="#">Full on Fudge</a>
789785911656	Skinny Cow®	14floz	8	<a href="#">Fudgetastic Java</a>
789785616032	Skinny Cow®	2.65floz	4	<a href="#">Salt-Kissed Caramel</a>
789785519661	Skinny Cow®	2.65floz	4	<a href="#">Chocolate Fudgetastic Swirl</a>
789785501499	Skinny Cow®	4floz	4	<a href="#">For Love of Chocolate</a>
789785966694	Skinny Cow®	4floz	4	<a href="#">Vanilla Bean Forever</a>
789785405674	Skinny Cow®	14floz	8	<a href="#">Mint Chip Mashup</a>
789785019659	Skinny Cow®	4floz	6	<a href="#">Cool as can be Mint</a>
789785500027	Skinny Cow®	4floz	6	<a href="#">No Sugar Added Vanilla Gone Wild</a>
789785540962	Skinny Cow®	14floz	8	<a href="#">Oh Fudge Cookie</a>
789785540108	Skinny Cow®	14floz	8	<a href="#">Oh My! Vanilla Bean</a>
789785620411	Skinny Cow®	14floz	8	<a href="#">Peanut Butter Chocolate</a>
789785879406	Skinny Cow®	14floz	8	<a href="#">Rock On! Rocky Road</a>
789785465807	Skinny Cow®	2.1floz	5	<a href="#">Simply Amazing Salted Caramel Pretzel</a>
789785020013	Skinny Cow®	4floz	6	<a href="#">Cinnamontastic Snickerdoodle</a>
789785380483	Skinny Cow®	2.65floz	5	<a href="#">Triple Threat Chocolate</a>
789785852898	Skinny Cow®	2.65floz	5	<a href="#">Va Va Vanilla Almond Crunch</a>
789785019628	Skinny Cow®	4floz	6	<a href="#">The Dynamic Duo: Vanilla &amp; Chocolate</a>
789785500133	Skinny Cow®	4floz	6	<a href="#">Next Level Vanilla Caramel</a>
789785019635	Skinny Cow®	4floz	6	<a href="#">Vanilla Gone Wild</a>
789785764443	Skinny Cow®	2.8floz	8	<a href="#">Viva Vanilla Snackers</a>