

**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 GOVERED 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: Dreyer's Grand Ice Cream d/b/a Nestlé Dreyer's Ice Cream Company, 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 (“Administrators”)

- 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 Dreyer's Grand Ice Cream d/b/a Nestlé Dreyer's Ice Cream Company, 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. 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 street 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, 2019 and received by August 29, 2019 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 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 Approximate Retail Value (“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 \$5.99.
 - 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 June 23, 2020 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; issuers are not associated with this sweepstakes. 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 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; issuers are not associated with this sweepstakes. Sweepstakes parties are responsible only for shipping of the prize; not responsible for prize utility, quality, redemption 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, lost, late, mutilated or misdirected 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 Dreyer's Grand Ice Cream d/b/a Nestlé Dreyer's Ice Cream Company, 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, the Sponsor's Privacy Policy 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 Administrators 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: Dreyer's Grand Ice Cream d/b/a Nestlé Dreyer's Ice Cream Company, 5929 College Avenue, Oakland, CA 94618

ADMINISTRATORS: Snipp Interactive Inc., 1605 Connecticut Ave NW, Washington, DC 20009

APPENDIX A

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