

Lean Cuisine Money Back Guarantee

Official Terms and Conditions

PURCHASE IS NECESSARY. INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED.

1. AGREEMENT TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS:

By participating in this Program (defined below in Section 2), you are signifying your agreement that you have read and agree to be legally bound by the terms and conditions of these Official Terms and Conditions (the “**Terms and Conditions**”).

2. ELIGIBILITY

Lean Cuisine Money Back Guarantee (the “**Program**”) begins on December 01, 2019 at 12:00:01 a.m. Eastern Time and ends on October 31, 2020 at 11:59:59 p.m. Eastern Time (the “**Program Period**”). Participation in the Program is only open to legal residents of the fifty (50) states of the United States and the District of Columbia, 18 years of age or older (19 or older in AL or NE, 21 or older in MS) at the time of participation (each such resident, a “**Participant**”, or “**you**”). Nestlé USA, Inc. (the “**Sponsor**”), Snipp Interactive Inc. (the “**Administrator**”), 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: **One (1) Rebate per participant/receipt/product purchased (up to \$4.39 USD)**.

If it is discovered by the Sponsor or Administrator (using any evidence or other information made available to or otherwise discovered by the Sponsor or Administrator) 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 or Administrator’s interpretation of the letter and spirit of these Terms and Conditions, to 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, Administrator, 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 Requests (all of which are void).

3. THE PROGRAM

Sponsor is offering eligible Participants the opportunity to receive a rebate of the total receipt price (up to \$3.99 USD) via Paypal or Physical Check (the “**Rebate**”) when they purchase one (1) or more Participating Products (defined below in this Section 3) from a Participating Retailer (defined below in this Section 3), while supplies last, within one (1) transaction (one (1) single sales receipt) during the Purchase Period (defined below in Section 4). **1 Rebate per participant/receipt/product purchased (up to \$4.39 USD)**. See Section 5 for how to submit a request to participate, and how to participate in this Program.

Exhibit A to these Terms and Conditions lists the participating products for the purposes of this Program (while supplies last, and subject to inventory) (the “**Participating Products**”). All retailers in the fifty (50) states in the United States and the District of Columbia are the authorized participating retail stores for the purposes of this Program (the “**Participating Retailers**”).

4. PROGRAM PERIOD AND KEY DATES

To be eligible to receive a Rebate, purchases of Participating Products (as defined in Section 3) must be made within one (1) transaction (on one (1) single sales receipt) at a Participating Retailer (as defined in Section 3) between December 01, 2019 at 12:00:00 a.m. Eastern Time and September 30, 2020 at 11:59:59 p.m. Eastern Time (the “**Purchase Period**”), while supplies last and in full compliance with these Terms and Conditions. Requests (as defined in Section 5 below) must be received on or before 11:59:59 p.m. Eastern Time on October 31, 2020 (the “**Request End Date**”) in accordance with these Terms and Conditions. Rebates must be used in accordance with these Terms and Conditions and in accordance with the Rebate Provider Terms (defined below in Section 8) on or before a date as may be set out in the Rebate Provider Terms. Each Rebate is unique and can only be used up to the value of the Rebate. Each Rebate will automatically expire on the Rebate Expiration Date, if any.

5. HOW TO PARTICIPATE

Participants may participate in the Program by purchasing one (1) or more Participating Products from a Participating Retailer within one (1) transaction (one (1) single sales receipt) during the Purchase Period as defined in Section 4 above; ensuring that the applicable sales receipt identifies the Participating Retailer and date of purchase; adding a star (*) or checkmark (✓) next to the one (1) or more Participating Products 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 only the submission methods detailed below (such submission, a “**Request**”):

- (i) **Email** Participant emails Request to [redeem@besatisfiedrebate.com](mailto:redem@besatisfiedrebate.com). Upon submission of Request, Participant will be sent a link to a registration form for the Program; allow approximately 30 minutes to receive the link**. Complete the registration form by entering true and accurate information in the required fields (including, Full Name, Complete Mailing Address, Email Address and Phone Number) and by accepting any required terms and conditions.
- (ii) **Visit Program Site**. Participant goes to Program Site (<http://www.besatisfiedrebate.com/>). Participant will receive further instructions on uploading the Request and registering for the Program. Complete the registration form by entering true and accurate information in the required fields (including, Full Name, Complete Mailing Address, Email Address and Phone Number). Follow instructions and submit Request (including accepting any required terms and conditions) and register for the Program.

All submissions of Requests must be received by the earlier of 11:59:59 p.m. Eastern Time on the Request End Date, or the supply of Rebates being exhausted to be eligible to receive a Rebate.

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

6. PROCESSING OF REQUESTS:

Processing of a Request will take 48 hours from the time the Request is received by Administrator on behalf of Sponsor. Once a Participant’s Request is processed, such Participant will be notified by email whether such Request has been successfully validated (as described in Section 7 and Section 8) or a reason why such Request could not be processed at such time, as determined by the Sponsor or Administrator in their sole and absolute discretion. It is the responsibility of the Participant to check the applicable email account for such notification including in the inbox, spam or junk folders. The Released Parties do not assume any responsibility and are not responsible for electronic communications which are undeliverable for any reason, including (but not limited to) as a result of any form of active or passive filtering of any kind or insufficient space in a participant’s mailbox to receive e-mail messages or other communications. All Requests become the property of Released Parties and will not be returned. Program is void where taxed, prohibited, or restricted by law. Receipts obtained through unauthorized means or illegitimate channels (i.e., other than via a purchase of Participating Products from Participating Retailers) will be void. Receipts that cannot be validated for any reason will be rejected, as determined by the Sponsor or Administrator in their sole discretion. For example only, and not an all-inclusive list, a receipt will be rejected if it: (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by the Program Parties; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; (vii) reflects the use of more than an authorized number of coupons; or (viii) is incorrectly or incompletely entered or submitted.

7. VERIFICATION:

All Requests and participants are subject to verification at any time and for any reason. The Sponsor and Administrator reserve the right, in their sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor or Administrator including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Program; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Request and/or other information for the purposes of this Program; and/or (iii) for any other reason the Sponsor or Administrator deem necessary, in their sole and absolute discretion, for the purposes of administering this Program in accordance with the Sponsor’s or Administrator’s interpretation of the letter and spirit of these Terms and Conditions. Failure to provide such proof to the complete satisfaction of the Sponsor or Administrator within the timeline specified by the Sponsor or Administrator, may result in disqualification. Proof of transmission (screenshots or captures etc.), or attempted transmission of a submission or of attempted submission of any communication, does not constitute proof of delivery or receipt by the Program computers or by Sponsor or Administrator. The sole determinant of the time for the purposes of this Program will be the official time-keeping device(s) used by the Sponsor and Administrator.

8. DELIVERY OF REBATES

Participants who are eligible to receive a Rebate (as determined by the Sponsor and Administrator, in their sole and absolute discretion and in accordance with these Terms and Conditions) will receive the Rebate via Email or delivery to the address provided upon registration, depending on the rebate type chosen. Rebates will only be delivered to the applicable email address or mailing address the Participant provided when Entering or registering for the Program, subject to verification or eligibility and compliance with these Terms and Conditions. No responsibility is assumed by the Released Parties for any emails or deliveries that are returned as undeliverable, or for any Rebate after it has been sent to the Participant. Allow at least 24 hours from successful validation of Request for delivery of a Paypal Rebate. Allow at least 2 - 4 weeks from successful validation of Request for delivery of a Physical Check Rebate. Each Rebate will be delivered separately. Rebate will be given for the highest priced product purchased on the receipt + 10% to cover any applicable taxes. Rebates must be redeemed in accordance with these Terms and Conditions.

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

Paypal Disclaimer. *PayPal is not a sponsor of promotion or otherwise affiliated with Sponsor. The logos and other identifying marks attached are trademarks of and owned by each represented company and/or its affiliates. Please visit each company's website for additional terms and conditions. If you have chosen to receive your rebate via PayPal, you must have a PayPal account in good standing, or sign up for one, and you are subject to the following PayPal Terms and Conditions found here: <https://www.paypal.com/us/webapps/mpp/ua/legalhub-full>.

The Program Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted, blocked, inaccessible, delayed, or undelivered Rebates (including a Code, if applicable) or transmissions (whether sent by or to the Participant), regardless of cause. *The Program Parties are not responsible for (a) any incomplete, incorrect or inaccurate information whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Program or by any technical or human error; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site (or mobile web site), Rebates (including Codes, if applicable) or transmissions (whether sent by or to a Participant); and (c) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of email or text on account of technical problems or traffic congestion on the Internet or at any web site (or mobile web site) or any combination thereof. Without limiting the foregoing, Program Parties expressly disclaim any and all liability for Rebates, Codes or other transmissions which are not timely received in an uncorrupted form (or received at all) by participant due to filtering/privacy settings for email and/or text transmissions or for any other reason. Program Parties further disclaim any and all liability for physical Rebates which are returned as undeliverable mail or otherwise not received by Participant for any reason.*

All aspects of each Rebate will be determined by the Sponsor in its sole and absolute discretion subject to availability. Each Rebate must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Rebate or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. Rebates will only be awarded to the person whose verifiable full name and valid e-mail and/or mailing address appears on the registration form associated with the Request in question. Rebate recipients are solely responsible for all costs and expenses, not specifically and expressly included in the Rebate description above. Each Participant is responsible for any damage/loss due to use of a Rebate. By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless the Released Parties from any liability or damages which may arise out of participation in the Program or out of the acceptance, use, misuse or possession of any Rebate. **There are the following limits: One (1) Rebate per participant/receipt/product purchased (up to \$4.39 USD).**

9. GENERAL CONDITIONS:

All Requests become the property of the Sponsor. This Program is subject to all applicable federal, state, and municipal laws. The decisions of the Sponsor with respect to all aspects of this Program are final and binding on all participants without right of appeal.

ANYONE DEEMED BY THE SPONSOR OR ADMINISTRATOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS AND CONDITIONS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR OR ADMINISTRATOR AT ANY TIME.

The Sponsor or Administrator reserves the right, in their sole and absolute discretion, to disqualify any individual that it

deems to be in violation of these Terms and Conditions. The Sponsor and Administrator reserves the right to refuse participation by any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to participate. In their sole and absolute determination, the Sponsor or Administrator may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's Requests.

The Released Parties will not be liable for: (i) any failure during the Program; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Request and/or other information to be received, captured, recorded or otherwise function properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a participant's or any other person's computer or other device related to or resulting from participating in the Program; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted a Request, the Sponsor and Administrator reserves the right, in their sole and absolute discretion, to deem the Request to have been submitted by the authorized account holder of the e-mail address submitted at the time of the Request. "Authorized account holder" is defined as the person who is assigned an e-mail address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A participant may be required to provide proof (in a form acceptable to the Sponsor or Administrator – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Request in question.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Program (or to amend these Terms and Conditions) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Program as contemplated by these Terms and Conditions, including, without limitation, any error(s), problem(s), computer virus(es), bug(s), tampering, unauthorized intervention, fraud or failure(s) of any kind. Any attempt to undermine the legitimate operation of this Program in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Program, or to amend these Terms and Conditions, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

By participating in this Program, each Participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Program and in accordance with Sponsor's privacy policy (available at: <http://privacy.nestleusa.com/>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Program mechanics stipulated in these Terms and Conditions, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any Participant, Request and/or other information with these Terms and Conditions, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Program as contemplated in these Terms and Conditions, or for any other reason.

In the event of any discrepancy or inconsistency between these Terms and Conditions and disclosures or other statements contained in any Program-related materials, including, but not limited to, any point of sale, television, print or online advertising, and/or any instructions or interpretations of these Terms and Conditions given by any representative of the Sponsor, the terms and conditions of these Terms and Conditions shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Program will be governed by and construed in accordance with the domestic laws of Ohio, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue

of the courts located in Ohio in any action to enforce (or otherwise relating to) these Terms and Conditions or relating to this Program.

10. SPONSOR

Nestlé USA, Inc.
1812 N. Moore Street, Arlington, VA 22209

EXHIBIT A

Eligible Product SKU #	Full Description	SRP
1380025409	Sesame Chicken Bowl	\$2.99
1380079873	Orange Chicken Bowl	\$2.99
1380063913	Shrimp Alfredo Bowl	\$2.99
1380020733	Roasted Turkey & Vegetable Bowl	\$2.99
1380044344	Glazed Chicken Bowl	\$2.99
1380023212	Sweet & Sour Chicken Bowl	\$2.99
1380084158	Peanut Chicken Stir Fry Bowl	\$2.99
1380083924	Four Cheese Tortelloni with Pesto Sauce Bowl	\$2.99