

Snipp Privacy Policy

Last Updated: May 25, 2018

Snipp Interactive Inc., ("**Snipp**", which term includes its related companies) is a global loyalty and promotions company with a singular focus, to develop disruptive engagement platforms that generate insights and drive sales for our clients. We do so, by assisting our clients in operating and running promotions, loyalty programs, sweepstakes and contests and other marketing programs ("**Programs**"). In addition, occasionally Snipp also runs its own Programs. These Programs may include the receipt, collection and processing of personally identifiable information from individuals who elect to participate in such Programs ("**Information**"), which we do by use of both online and offline technologies.

We pride ourselves in prioritizing privacy concerns of anyone whose Information we may process, and this privacy policy ("**Policy**") codifies and describes how Snipp collects, uses and shares such Information. This Policy also applies to any of our other websites that post this Policy. This Policy does not apply to websites that post different statements.

CLIENT PROGRAMS

The bulk of our business (our 'bread and butter') is assisting our clients with the operation and/or administration of all or specific portions of their Programs. As part of our services, Snipp collects Information for clients through our proprietary on-line platform as well as various offline entry points, which we do solely for the use of the applicable client and the operation of the applicable Program. Each of these clients are the sole owner for all specific data that is collected pursuant to the operation of the Program and is the 'data controller' for such data. In providing its services to these clients, Snipp performs as the 'data processor'. We use Information that we collect solely with respect to the Program for which it was collected, including for purposes such as testing and notifying potential winners, delivering rewards and prizes and data analytics. As mentioned, our Clients are the sole owner for all Information collected in connection with a Program, and any and all uses of this Information will be as described in the

particular client's privacy policy. Snipp strictly limits access to Information within its organization and does not transfer Information outside its organization, with the exception of transferring it to the applicable client or pursuant to the client's instructions.

SNIPP PROGRAMS

Occasionally, Snipp may operate and/or administer its own Programs as a marketing tool for its own products and services (a "**Snipp Program**"). Any Information collected by Snipp through these Snipp Programs are used to generate sales, and Snipp may directly contact individuals who provide Information to Snipp pursuant to these Snipp Programs via phone, email or regular mail. Snipp will never sell such information or share it with another business. When You opt in to receive information from Snipp pursuant to any Snipp Program, you agree to receive emails and other notices from Snipp, including marketing messages, surveys, special offers and notices about other Snipp Programs. If you want to opt out of being contacted by Snipp after you have participated in a Snipp Program, or if You want to edit, amend or otherwise correct the Information you have provided to Snipp, you may do so by sending an email to privacy@snipp.com.

INFORMATION WE COLLECT AND USE

Information You Provide Us. As part of the services provided by Snipp with respect to a Program, we may collect Information from you when you elect to participate in such Programs, (including your name, postal address, email address, phone number, username and password). This Information is used by us solely for the use of our clients and in the operation of the ProgramPrograms. Such uses may include assisting with entries, validation of entries, notification of potential winners, fulfillment of rewards and other prizes, and marketing analysis. We maintain this Information only for so long as necessary to verify and conduct the Program and to provide redundancy for our clients. We do not provide this Information to any entity other than our client and others involved in the operation of the promotion. It is our policy to retain Information necessary for the selection, notification and awarding of prizes in promotions and any tax forms that are legally required to be completed for awarding those prizes, for only as long as legally required or as requested by the client, whichever is longer.

Information Automatically Collected. We automatically log Information about you and your computer. For example, when visiting any website related to a Program (“**Site**”), we may log your computer operating system type, browser type, browser language, the website you visited before browsing to our Site, pages you viewed, how long you spent on a page, access times and information about your use of and actions on the Site. We may also offer social sign-on services that allow you to register for a Program using a third-party social networking site such as Facebook, Instagram, Google or Twitter. By using these services you allow us to access the available information from your third-party social network profile such as your name, age, gender, location, email address and list of friends. This Information may be used by us to administer the technical and operational aspects of the Site, and may include using your IP address to help diagnose problems with our server. Your IP address may also be used to gather broad demographic information for aggregate use. This enables us to safeguard the Program and diagnose problems in the operation of a Program.

Cookies. We may also log Information using “cookies”, in order to improve user experience. Cookies are small data files stored on your hard drive by a website. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience of the Program. Only the visited website will be able to read the contents of a particular cookie. Every cookie is unique to your web browser and contains anonymous information such as a unique identifier, the site name, and some digits and numbers. Cookies serve lots of different purposes like letting you navigate between pages efficiently, storing your preferences or settings, and overall improving your experience with our promotions. Cookies make the interaction between you and our client Program faster and easier, and results in making the Site more useful to you and to tailor the experience with us to meet your special interests and needs. Although most web browsers are initially set up to accept cookies, if you prefer, you can decline the placement of a cookie on your hard drive by using the appropriate feature(s) of your web browser software (if available) to delete the cookie. Please note, however, that certain areas on a web site may not function properly if your web browser does not accept cookies. We use this information, which does not identify individual users, to analyze trends, track users’ movements and to gather demographic information about the user base of both our client’s Program and the Site. We do not link this

automatically-collected data to personally identifiable Information. In addition to our own methods of anonymous data collection, our clients may use other types of tracking technologies. Unless otherwise stated, the use of cookies and other tracking technologies by our clients for the purpose of administering a Program is not covered by our privacy policy. We do not have access or control over these cookies.

We do not support Do Not Track browser settings and do not participate in any Do Not Track frameworks that would allow us to respond to signals or other mechanisms from you regarding the collection of your personal information.

Mobile Devices. Snipp may also operate mobile programs on behalf of its clients, in connection with a client Program. We may receive information about your location, your mobile device or any Information submitted in the course of such programs, which we will always collect with your explicit consent. **We only use the information you provide, including your mobile number, to send you content pursuant to the Program in which you have requested to participate; though we will share the information we collected from you with the client on whose behalf we collected it. We will not use your information for any other purpose. However, we are not responsible for Information collected on behalf of our clients when such Information is in its client's possession. Further, we always reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request; to avoid liability; or to protect our rights or property. When you provide us Information in connection with any Program, you agree to provide accurate, complete and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If we, in our sole discretion, believe that any such Information is untrue, inaccurate or incomplete, we may prohibit you from further participation in the applicable Program or future Programs, and pursue any remedies available to us under law, equity or contract.**

SECURITY OF YOUR INFORMATION

Although "guaranteed security" does not exist either on or off the Internet, Snipp endeavors to protect your Information using physical, electronic, and procedural security measures. These measures include safeguards to protect

personal information against loss or theft, as well as unauthorized access, disclosure, copying, use and modification, consistent with generally acceptable standards. When sensitive Information is provided, we encrypt the transmission of that Information using secure socket layer technology (SSL).

USE OF YOUR INFORMATION

We use Information collected from you for the following purposes:

Operating Programs

To operate the Programs, including to process transactions with you, authenticate you when you log in (including where applicable to satisfy any location and age qualifications required of the Program), deliver rewards and other prizes, provide customer support, and otherwise operate and maintain the Programs.

Ensuring Safety

To verify accounts and activity, to monitor suspicious or fraudulent activity and to identify violations of the official rules and terms and conditions of the Program, or the policies of our clients or of Snipp.

Protecting our Legitimate Business Interests and Legal Rights

Where required by law or where we believe it is necessary to protect the legal rights and interests of Snipp, our clients, or others, we may use information about you in connection with legal claims, compliance, regulatory, and audit matters.

With Your Consent

We use information about you where you have provided explicit consent for us and our client to do so for any specific purpose that is not listed above. For example, with your consent and on behalf of our clients, we may post contest entries or other user generated content to online and/or social media platforms (like Facebook, Youtube etc.)

Legal Bases for Processing (for EEA Users)

If you are an individual in the European Economic Area (EEA), we collect and process information about you only where we have legal bases for doing so under applicable EU laws. The legal bases depend on the Programs you enter, how they operate, and how you use them. This means we collect and use your information only where:

- We need it to operate the Program, provide customer support, and to protect the safety and security of our platforms and services;
- It satisfies a legitimate interest (which is not overridden by your data protection interests), such as for our internal development of improved services, to market and promote the Program, and to protect our legal rights and interests;
- You give us consent to do so for a specific purpose; or
- We need to process your data to comply with a legal obligation or where the processing is necessary to the establishment, exercise or defense of legal claims.

If you consented to use of information about you for a specific purpose, you have the right to change your mind at any time but this will not affect processing that has already taken place. Also while we will only use your information when we or our client have a legitimate interest in doing so (as indicated above), you will always have the right to object to that use although this may mean no longer participating in the particular Program.

Managing Your Information

Each of our clients is the data controller for the data they collect in the applicable Program and is the sole owner of that data. Snipp acts as a data processor on behalf of its clients. Subject to applicable law, you may have some or all of the following rights available to you in respect of your Information the right to access the Information processed about you: (a) to obtain a copy of your Information together with information about how and on what basis that personal data is processed; (b) to rectify inaccurate Information (including the right to have incomplete personal data completed); (c) to erase your Information (in limited circumstances, such as where it is no longer necessary in relation to the purposes for which it was collected or processed); (d) to restrict processing of your Information under certain circumstances; (e) to port your Information in machine-readable

format to a third party (or to you) when we justify our processing on the basis of your consent or the performance of a contract with you; (f) to withdraw your consent to our processing of your Information (where that processing is based on your consent); and (g) to obtain, or see a copy of the appropriate safeguards under which your Information is transferred to a third country or international organization.

You may request to access their personal data processed by us by emailing us at privacy@snipp.com. However, if we are collecting your Information on behalf of a client in connection with that client's Program, your request should at the first instance be directed to the client who is the data controller. If you contact us first, we reserve the right to direct you to contact the client directly. Contact details of the client will be set out in the full terms and conditions of the applicable Program. That client can inform you of how they use, disclose, and limit your Information, as well as your choice to opt out of its collection, amend it for accuracy, or have it deleted. Snipp is not responsible for data collected on behalf of clients when it is in a client's possession. Note: We are not responsible for responding to your request on behalf of the data controller and your request will be directed to the client only. We will process such requests only upon instructions from the data controller that is sponsoring the Program.

SPECIAL NOTE ABOUT CHILDREN

Unless otherwise specifically indicated, Programs are not available to anyone under the age of 13. Snipp does, however, operate Programs on behalf of its clients which may collect personally identifiable information from children under the age of 13. In each such instance, Snipp and its clients will fully comply with each and every aspect of the Children's Online Privacy Protection Act ("COPPA") in the operation of the Program, in the collection of the Information itself, and in the subsequent use and deletion of the data collected.

YOUR CALIFORNIA PRIVACY RIGHTS (As provided by California Civil Code Section 1798.83)

A California resident who has provided personal information to a business with whom he/she has established a business relationship for personal, family, or household purposes ("**California customer**") is entitled to request

information about whether the business has disclosed personal information to any third parties for the third parties' direct marketing purposes. In general, if the business has made such a disclosure of personal information, upon receipt of a request by a California customer, the business is required to provide a list of all third parties to whom personal information was disclosed in the preceding calendar year, as well as a list of the categories of personal information that were disclosed. However, under the law, a business is not required to provide the above-described lists if the business adopts and discloses to the public (in its privacy policy) a policy of not disclosing customer's personal information to third parties for their direct marketing purposes unless the customer first affirmatively agrees to the disclosure. Rather, the business may comply with the law by notifying the customer of his or her right to prevent disclosure of personal information and providing a cost free means to exercise that right. See below for Snipp's contact information.

THIRD PARTY LINKS

Hypertext links which redirect you to third-party websites may be encountered while browsing a Site. These hypertext links are maintained or operated by third-parties, not Snipp. These third-party websites are not under our control, and we are not responsible for the contents, links, or any changes or updates to these websites. Further, the inclusion of any hypertext links on a Site does not imply endorsement by us of the related third-party website, the website's contents, or any association or affiliation with its operators. We are not responsible for data and information collected by these third-party websites.

SHARING YOUR INFORMATION WITH OTHERS

We will share your Information with third parties only in the ways that are described in this privacy policy. We do not sell your personal information to third parties.

We may provide your Information to service providers that provide services to help us with our business activities such as website hosting, data verification and analysis, email delivery, reward procurement and delivery or customer service. These companies are authorized to use your Information only as necessary to provide these services to us.

We may also disclose your Information: as required by law, such as to comply with a subpoena, or similar legal process; when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request; to any other third party with your prior consent to do so.

We may also share Information with third parties in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings).

JURISDICTION AND CROSS-BORDER TRANSFER.

Our services are global and Information may be stored and processed in any country where we have operations or where we engage service providers, and we may transfer Information to countries outside of your country of residence, including the United States, Canada, the EU and India which may have data protection rules that are different from those of your country. However, we will take measures to ensure that any such transfers comply with applicable data protection laws and that your Information remains protected to the standards described therein and in this privacy policy. In certain circumstances, courts, law enforcement agencies, regulatory agencies or security authorities in those other countries may be entitled to access your Information.

CONTACT SNIPP

If you wish to contact Snipp to correct, amend, or delete information (if Snipp is holding on to your Information as explained above), to communicate about privacy related issues, or for any reason at all, you may do so in one of two ways:

Via Mail to:

Privacy Policy c/o Snipp Interactive Inc.

PO Box 510485

MILWAUKEE, WI 53202

Via Email to:

privacy@snipp.com

CHANGES TO THIS PRIVACY POLICY.

We may change this privacy policy. If we make any changes, we will change the Last Updated date above. Also available at

<http://www.snipp.com/privacy-policy>