



SpongeTowels® - \$5.00 CDN Tim Hortons® Digital Gift Card Offer (the “Offer”)

Official Terms and Conditions

August 5, 2016 – NOTE a change to the “Purchase Period” as defined in section 3 below. The “Purchase Period” is now defined as commencing on August 2, 2016 and ending on November 16, 2016 (the “Purchase Period”). All remaining terms and conditions are unchanged.

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

- 1. AGREEMENT TO BE LEGALLY BOUND BY TERMS AND CONDITIONS:** By participating in this Offer, you are signifying your agreement that you have read and agree to be legally bound by these Terms and Conditions (the “Terms”).
- 2. OFFER:** Kruger Products L.P., (the “Sponsor”) is offering eligible SpongeTowels® customers the opportunity to receive a \$5.00 CDN Tim Hortons Digital Gift Card (the “Reward”) when they purchase two (2) Participating Products (as defined in Section 5 below) from an authorized participating Canadian retailer, while supplies last, within one (1) transaction (one (1) single sales receipt) during the Purchase Period (as defined in Section 3 below). See Section 6 for how to submit a request for this Offer.
- 3. OFFER PERIOD AND KEY DATES:** To be eligible, purchases of Participating Products (as defined in Section 5 below) must be made within one (1) transaction (on one (1) single sales receipt) between September 16, 2016 and November 16, 2016 (the “Purchase Period”) at an authorized participating Canadian retailer, while supplies last. Requests (as defined below in Section 6) must be received on or before 11:59:59 PM Pacific Standard Time (PST) on November 30, 2016 (the “Offer Closing Date”). Reward Codes (as defined below in Section 6) must be redeemed in accordance with these Terms on or before 11:59:59 PM (PST) on September 16, 2017 (the “Reward Code Expiration Date”). For the avoidance of any doubt, each Reward Code is unique and can only be used one (1) time. Each Reward Code will automatically expire after its first use or on the Reward Code Expiration Date (whichever occurs first). Any Reward Code that is not redeemed in accordance with these Terms as of the Reward Code Expiration Date will be null and void without any liability to any of the Released Parties (as defined below in Section 9).
- 4. ELIGIBILITY:** To participate in this Offer you must be a legal resident of Canada, be located in Canada, have reached the age of majority in your province or territory of residence at the time of participation and have a valid e-mail account. You are not eligible to participate if you are an employee, officer, director, agent or representative of the Sponsor, Snipp Interactive Inc., 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 Offer (collectively, the “Offer Parties”), including suppliers of materials or services related to the Offer, or a member of the immediate family or household of any such employee. In these Terms, “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.
- 5. PARTICIPATING PRODUCTS:** The following three (3) “Participating Products” are available at authorized participating Canadian retail stores including any purchases made through an on-line retail website carrying the Participating Products, while supplies last and subject to inventory: SpongeTowels® Ultra Choose-A-Size 6 roll (**UPC 0 61328 53600 8**); SpongeTowels® Ultra Choose-A-Size Giant 6 roll (**UPC 0 61328 53660 2**); OR SpongeTowels® Ultra Strong Choose-A-Size 6 roll (**UPC 0 61328 5116 6**). Purchases made by or on behalf of group, clubs, organizations, businesses and commercial and non-commercial entities will not be accepted and will not be eligible for this Offer.



6. **HOW TO PARTICIPATE:** Prior to participating, an eligible person must ensure that he/she: (i) has purchased two (2) Participating Products from an authorized participating Canadian retailer within one (1) transaction (one (1) single sales receipt) during the Purchase Period; (ii) that the sales receipt identifies the retailer and date of the purchase (ensure it is within the Purchase Period (as defined in Rule 3 above); (iii) add a star or check next to the two (2) Participating Products as identified on your sales receipt; (iv) take a photograph (Maximum file size of 10 MB) of your sales receipt in its entirety (note; consumers may blank out any personal information that appears on the sales receipt); and (v) and select one (1) of the following three (3) methods to submit your request (a “**Request**”):
- a) **Online:** Visit www.SpongeTowelsRewards.ca;
- i. Enter your e-mail address and click “Upload” button to add your photograph (maximum file size of 10 MB) of your sales receipt as identified above..
 - ii. Upon receipt of the information outlined above by the Sponsor, you will receive an automatically generated webpage, fully complete the online Request form with your first and last name, complete mailing address including postal code, daytime telephone number including area code. Tick the box where indicated to signify your agreement that you have reached the age of majority in your province or territory of residence. Tick the box where indicated to signify your agreement that you have read and agree to be legally bound by these Terms. Tick the box where indicated to confirm that you agree to accept a one-time e-mail from the Sponsor in relation to this Offer which if your Request is determined to be valid by the Sponsor will contain your personal Reward Code (a “**Reward Code**”). Select “Submit” to submit your fully completed Request form.
 - iii. After clicking “Submit”, you will receive a new webpage with the following message “*Thank you! We have received your submission. **Keep your original sales receipt as it may be requested.** Please allow 48 hours for validation processing. The status of your request will be sent by email. Please ensure you check your inbox, spam or junk folders after 48 hours have lapsed for an e-mail from the Sponsor with the subject line “SPONGETOWELS Reward Code”.*” Proceed to Sections 7 and 8.
 - iv. If for any reason there is a problem with your submitted Request you will receive an e-mail from the Sponsor which among other things will indicate the reason why your Request could not be processed at this time.
 - v. NOTE: If you have any questions in regards to your submitted Request please visit the website at www.SpongeTowelsRewards.ca, check the FAQ webpage and/or email help@SpongeTowelsRewards.ca.
- b) **Text:** NOTE you will require internet access to participate via text. If you don’t have internet access please use option 6a or 6c. If an eligible person is submitting a Request via his/her mobile device, standard data rates may apply. Wireless service providers may charge for airtime for each text sent and/or received. Any such fees are the responsibility of the person/mobile account holder. Please call your service provider for pricing and service plan information and rates before mobile device participation. In addition by submitting a Request you consent to receive up to ten (10) automated text messages regarding the Offer to your number from the Sponsor: Consent not required to make a purchase. In addition each eligible person will require internet access to complete the submission requirement.



- i. Using your mobile device, send a text to: 76477 with SPONGETOWELS in the body.
 - ii. Upon receipt you will be sent a text message with a URL (internet access is required to complete your entry). Click on the URL;
 - iii. Enter your e-mail address and click "Upload" button to add your photograph (maximum file size of 10 MB) of your sales receipt as identified above .
 - iv. Upon receipt of your photograph, you will receive an automatically generated webpage, fully complete the online Request form with your first and last name, complete mailing address including postal code, daytime telephone number including area code. Tick the box where indicated to signify your agreement that you have the age of majority in your province of territory of residence. Tick the box where indicated to signify your agreement that you have read and agree to be legally bound by these Terms. Tick the box where indicated to confirm that you agree to accept a one-time e-mail from the Sponsor in relation to this Offer which if your Request is determined to be valid by the Sponsor will contain your personal Reward Code (a "**Reward Code**"). Select "Submit" to submit your full completed Request form.
 - v. After clicking "Submit", you will receive a new webpage with the following message *"Thank you! We have received your submission. **Keep your original sales receipt as it may be requested.** Please allow 48 hours for validation processing. The status of your request will be sent by email. Please ensure you check your inbox, spam or junk folders after 48 hours have lapsed for an e-mail from the Sponsor with the subject line "SPONGETOWELS Reward Code"."* Proceed to Sections 7 and 8.
 - vi. If for any reason there is a problem with your submitted Request you will receive an e-mail from the Sponsor which among other things will indicate the reason why your Request could not be processed at this time.
 - vii. NOTE: If you have any questions in regards to your submitted Request please visit the website at www.SpongeTowelsRewards.ca check the FAQ webpage and/or email help@SpongeTowelsRewards.ca.
- c) **Email:** From your personal e-mail account, select "new e-mail", address to Rewards@SpongeTowelsRewards.ca.
- i. In the "subject line" enter "SPONGETOWELS OFFER".
 - ii. Attach a photograph (maximum file size of 10 MB) of your sales receipt as identified above and select "Submit".
 - iii. Upon receipt of the information outlined above by the Sponsor, you will receive an automatically generated e-mail.
 - iv. Within the e-mail click on the URL link (internet access is required) and fully complete the online Request form with your first and last name, complete mailing address including postal code, daytime telephone number including area code. Tick the box where indicated to signify your agreement that you have reached the



age of majority in your province or territory of residence. Tick the box where indicated to signify your agreement that you have read and agree to be legally bound by these Terms. Tick the box where indicated to confirm that you agree to accept a one-time e-mail from the Sponsor in relation to this Offer which if your request is determined to be valid will contain your personal Reward Code. Select "Submit" to submit your completed Request form.

- v. After clicking "Submit", you will receive a new webpage with the following message *"Thank you! We have received your submission. Please allow 48 hours for validation processing. **Keep your original sales receipt as it may be requested.** The status of your request will be sent by email. Please ensure you check your inbox, spam or junk folders after 48 hours have lapsed for an e-mail from the Sponsor with the subject line "SPONGETOWELS Reward Code".* Proceed to Sections 7 and 8.
- vi. If for any reason there is a problem with your submitted Request you will receive an e-mail from the Sponsor which among other things will indicate the reason why your Request could not be processed at this time. Reminder to check your inbox, spam or junk folders after 48 hours have lapsed.
- vii. NOTE: If you have any questions in regards to your submitted Request please visit the website at www.SpongeTowelsRewards.ca or check the FAQ webpage and/or email help@SpongeTowelsRewards.ca.

IMPORTANT: YOU MUST KEEP YOUR ORIGINAL SALES RECEIPT. The Sponsor reserves the right to request from a person the original sales receipt used for the purposes of this Offer for further verification purposes at any time and for any reason.

- 7. **PROCESSING OF REQUESTS:** Processing of a Request will take 48 hours from the time the Request is received by or on behalf of the Sponsor. Once your Request is processed an e-mail will be sent to you that will indicate a Reward Code (proceed to Section 8) or a reason why your Request could not be processed at this time. It is the responsibility of the participant to check his/her e-mail account for his/her Reward Code including (but not limited to) his/her inbox, spam or junk folders. The Released Parties (as defined below in Section 9) 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.
- 8. **DELIVERY OF REWARD CODES:** Participants will receive a Reward Code by e-mail. The e-mail will instruct participants to click on the provided link within the e-mail in order to activate their Reward.
 - a. Click on the link provided within the e-mail. NOTE: Internet access is required.
 - b. The link will open a webpage which will contain your \$5.00 Tim Hortons Digital Gift Card.
 - c. To begin using your \$5.00 Tim Hortons Digital Gift Card select one (1) of following download options:
 - i. Print the Digital Gift Card and present your printed sheet with your next purchase, subject to the terms defined in Section 8d.
 - ii. If don't already have the TimmyMe app, download the TimmyMe app and add the \$5.00 Tim Hortons Digital Gift Card to your app, subject to the terms defined in Section 8d.



- iii. Add your \$5.00 to your TimmyMe app, subject to the terms defined in Section 8d.
 - iv. Bookmark this webpage and present it to a customer associate with your next purchase, subject to the terms defined in Section 8d.
- d. The Digital Gift card is subject to the terms and conditions imposed by the issuer. The Digital Gift card cannot be exchanged for cash or otherwise. If a purchase exceeds the value of the Digital Gift card, the participant will be responsible for any amount due which is over the \$5.00 CDN value of the Digital Gift card (or the available balance at the time of purchase) (including applicable taxes). If any purchase does not exceed the Digital Gift card value, the remaining available balance will not be paid in cash to the participant but will remain on the Digital Gift card until any applicable expiry date is reached. The Digital Gift card must be accepted as awarded without substitution and is not transferable or for resale and have no cash surrender value. It is the responsibility of the participant to ensure that no one else prints or tries to download or use his/her \$5.00 Digital Gift card.
- e. **REMINDER:** The Reward Code has a one (1) time click. Reward Codes must be redeemed in accordance with these Terms on or before the Reward Code Expiration Date. Any Reward code that is not redeemed in accordance with these Terms by the Reward Code Expiration Date will be null and void without any liability to the Sponsor and/or Tim Hortons.
- f. None of the Released Parties (as defined below in Section 9) makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Reward awarded in connection with the Offer. To the fullest extent permitted by applicable law, each confirmed recipient of a Reward understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the Released Parties (as defined below in Section 9) should his/her Reward (or any part thereof) fail to be fit for its purpose or is in any way unsatisfactory.
9. **Limits: There is a limit of one (1) Reward (and therefore one (1) Request) per household - regardless of the method of participation and regardless of whether or not there are more than two (2) Participating Products identified on a sales receipt. Only one (1) person may submit a Request on behalf of a household. Each sales receipt can only be used one (1) time in relation to this Offer.** For greater certainty and the avoidance of any doubt, a person can only use one (1) e-mail address to participate in this Offer, and all personal information provided must be truthful and accurate. For greater certainty and the avoidance of any doubt, a person/household can only submit a sales receipt once even if the sales receipt identifies that more than two (2) Participating Products were purchased (and in this instance the household is only eligible to receive one (1) Reward Code). **FOR GREATER CERTAINTY, UNDER NO CIRCUMSTANCES WHATSOEVER WILL A HOUSEHOLD OR INDIVIDUAL BE ELIGIBLE TO RECEIVE MORE THAN ONE (1) REWARD CODE OR REWARD.** 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: (i) obtain more than one (1) Reward per person/household; (ii) obtain more than one (1) Reward Code per person/household; (iii) use the same sales receipt more than one (1) time; (iv) redeem a Reward Code more than one (1) time; (v) falsely enter a Reward Code without obtaining a Reward Code in accordance with these Terms; (v) re-enter a Reward Code a subsequent time after its first use; and/or (vi) use a Reward Code or other information (including, but not limited to, a sales receipt) that has been falsified, manipulated or otherwise altered in any way; and/or (vii) use multiple names, identities, e-mail addresses, addresses, 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/or spirit of these Terms to participate or otherwise enter in or to disrupt this Offer; then his/her submitted Request may be disqualified from this Offer in the sole and absolute discretion of the Sponsor. Requests may be rejected if (in the sole and absolute discretion of the Sponsor) the Request form is not fully completed with all required information and submitted and received in accordance with these Terms. The Sponsor, Offer Parties, Tim Hortons



Advertising and Promotion Fund (Canada) Inc. (herein referred as “**Tim Hortons**”) 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, incomplete or incompatible Requests and/or other information (all of which is void).

10. **VERIFICATION:** All Requests, sales receipts and any other corresponding information is subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Offer; (ii) for the purposes of verifying the eligibility and/or legitimacy of a Request, sales receipt and/or other information entered (or purportedly entered) for the purposes of this Offer; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Offer in accordance with the Sponsor’s interpretation of the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification of the Request and of the individual in the sole and absolute discretion of the Sponsor. Proof of transmission (post-marks, 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 Offer computers or Sponsor. The sole determinant of the time for the purposes of this Offer will be the official time-keeping device(s) used by the Sponsor.

11. **GENERAL CONDITIONS:**

- All Requests become the property of the Sponsor. This Offer is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Offer are final and binding on all participants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of a Request and/or participant. ANYONE DEEMED BY THE SPONSOR 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 AT ANY TIME.
- The Released Parties will not be liable for: (i) any failure of any website(s) or platform(s); (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 or other information to be received, captured or recorded 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 an entrant’s or any other person’s computer or other device related to or resulting from participating in this Offer; (v) anyone being incorrectly and/or mistakenly identified as eligible to receive a Reward code; and/or (v) any combination of the above.
- In the event of a dispute regarding who submitted a Request, the Sponsor reserves the right, in its sole and absolute discretion, to deem that the Request has been submitted by the authorized account holder of the e-mail account or mobile telephone number used at the time of submitting a Request. “Authorized account holder” is defined as the person who is assigned to a e-mail account by an Internet service provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail addresses or the service provider responsible for assigning mobile numbers associated with the submitted mobile number. A participant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the account associated with the Request in question.



- If for any reason any aspect of this Offer is not capable of being run as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorized intervention, fraud, technical failures or any cause beyond the control of the Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Offer, the Sponsor may, in its sole discretion, cancel, terminate, modify or suspend the Offer or invalidate any affected Requests.
- If due to printing, production, online, internet, computer, technical or other error of any kind whatsoever, more Rewards are claimed than intended to be distributed or awarded according to these Terms, then, in addition to having the right to terminate the Offer immediately, the Sponsor reserves the right, in its sole and absolute discretion, to rescind invalid Reward claims.
- The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other mechanics stipulated in these Terms, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any information with these Terms, 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 Offer as contemplated in these Terms, or for any other reason.
- If you attempt to compromise the integrity or the legitimate operation of this Offer by hacking or by cheating or committing fraud in any way, the Sponsor may seek damages from you to the fullest extent permitted by law. Further, the Sponsor may ban you from participating in any of the Sponsor's future offers, promotions or contest. In the unlikely event of a dispute, the Sponsor decision shall be final.
- The Released Parties will not accept any liability for any loss (including, without limitation, indirect, special or consequential damages or loss of profits), expense, damage, personal loss, property loss, injury, accident, death, illness or liability of any nature which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Offer or accepting and using the Reward. You acknowledge and agree that by submitting a Reward Code and using the Reward, you are acknowledging and agreeing with this limitation of liability as set forth in this paragraph.
- If any provision or part of these Terms is deemed void or otherwise unenforceable at law, then that provision shall be deemed to be excluded and the remainder of these Terms and Conditions shall remain valid and enforceable to the fullest extent permitted by law.
- By participating in this Offer, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Request for the purpose of administering the Offer and in accordance with Sponsor's privacy policy (available at: <http://www.krugerproducts.ca/common/legal/en/privacy.php>) 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.
- In the event of any discrepancy or inconsistency between the terms and conditions of these English Terms, disclosures or other statements contained in any Offer-related materials, including, but not limited to: the Request form, French version of these Terms, point of sale, television, print or online advertising and/or any instructions or interpretations of these Terms given by any representative of the Sponsor; the English Terms shall prevail, govern and control to the fullest extent permitted by law.
- Tim Hortons is not a sponsor of this Offer and does not endorse it in any way. Tim Hortons is a Reward supplier only and participants release Tim Hortons from liability in connection with this Offer. Tim Hortons® and Tim Card® are registered trademarks of Tim Hortons.



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