

**Silk Canada Plants for all: Buy one (1) or more qualifying Danone Product(s) and get a Digital Coupon for one free (1) Silk Product (maximum value of \$7 CAD) (the "Offer")**

### **Official Terms and Conditions**

**PURCHASE IS NECESSARY. INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED. A mobile device may also be used to participate.** Standard data and messaging rates may apply to participate in the Offer via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

#### **1. AGREEMENT TO BE LEGALLY BOUND BY TERMS AND CONDITIONS**

By participating in the Offer, you are signifying your agreement that you have read and agree to be legally bound by these terms and conditions (the "**Terms**").

#### **2. ELIGIBILITY**

To participate in the 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, have a valid mailing address and a valid e-mail account. You are not eligible to participate if you are an employee, officer, director, agent or representative of Danone Canada (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 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 person. 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.

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Terms, to enter or otherwise participate in or to disrupt this Offer, then he/she may be disqualified from the Offer in the sole and absolute discretion of the Sponsor. The Sponsor, the Offer 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 submissions (all of which are void).

#### **3. THE OFFER**

The Sponsor is offering eligible customers the opportunity to receive one (1) digital coupon that can be redeemed for one (1) free Silk Product (maximum value of \$7 CAD) (the "**Reward**") when they purchase one (1) or more participating Danone products (the "**Participating Products**")\* from a Canadian retailer, (while supplies last), within one (1) single transaction (one sales receipt) and during the Offer Period (as defined below). See Section 5 for how to participate in this Offer. **A total of two thousand (2000) Rewards will be granted throughout the entire Offer Period. Limit of three (3) Rewards per person for the entire Offer Period.**

\*Exhibit A to these Terms lists out the authorized Participating Products (as defined above) (while supplies last, and subject to inventory)(the "**Participating Products**").

Purchases of Participating Products made through any other retailers or online websites will not be accepted and will not be eligible for this Offer.

#### **4. OFFER PERIOD AND KEY DATES**

To be eligible, purchases of Participating Products must be made within a single transaction (one sales receipt) between February 16, 2023, at 12:00 a.m. Eastern Standard Time ("EST") and March 31, 2023 at 11:59:59 p.m. EST (the "**Purchase Period**", or the "**Offer Period**") at a Canadian retailer, while supplies last. Requests (as defined below) must be submitted and received by April 07, 2023, on or before 11:59:59 PM EST (the "**Offer Closing Date**"). Rewards

must be redeemed in accordance with these Terms on or before the date indicated on the Reward (the "**Reward Expiration Date**"). For the avoidance of any doubt, each Reward is unique and can only be used one (1) time and must be used in accordance with these Terms and the Reward Instructions (defined below). Each Reward will automatically expire after its first use or on the Reward Expiration Date (whichever occurs first). Any Reward that is not redeemed in accordance with these Terms as of the Reward Expiration Date will be null and void without any liability to any of the Released Parties (as defined below).

The Offer Period (including the scheduled start date and end date) may be modified or terminated at any time at the sole discretion of the Sponsor and without notice.

To be eligible to receive a Reward, purchases of Participating Products must be made during the Purchase Period, while supplies last and in full compliance with these Terms. Requests must be submitted and received before the Offer Closing Date in accordance with these Terms. Rewards must be used in accordance with these Terms and the Reward Instructions and in accordance with the Reward Provider Terms (defined below).

## 5. HOW TO PARTICIPATE

An eligible person may participate in the Offer by:

(A) during the Purchase Period, purchasing one (1) or more Participating Products from a Canadian retailer;

(B) taking a photograph (png, jpeg, pdf, and tiff file types with a maximum file size of 10MB) of the applicable sales receipt in its entirety (such photograph, a "**Receipt Image**") (note: consumers are encouraged to blank out any personal information that appears on the sales receipt, but to make sure that the name of the retailer and date of purchase are clearly visible in such Receipt Image); and

(C) on or before the Offer End Date, following the submission method described below to submit the Receipt Image (each such submission, a "**Request**");

(i) **Visit Offer Site to Submit.** Visit the Offer Site <https://DiscoverSilk.ca>. You will receive further instructions on uploading the Receipt Image and registering for the Offer. Complete the registration form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State/Province, Zip/Postal Code, E-Mail, Phone Number). Follow instructions and submit Receipt Image and Request (including reading and accepting any required terms and conditions) and register for the Offer.

**Registering on the Offer Site is the only way to receive your Reward**, which will be delivered via email within 48 hours after the receipt validation. Without the information supplied via registration, we cannot send you your Rewards.

**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.

NOTE: If you have any questions in regard to your submitted Request please visit the Offer Site at <https://DiscoverSilk.ca>.

An eligible person who submits an eligible receipt can also offer an additional \$1 Reward to a friend or family member (subject to the maximum of 1 Rewards per valid submission) by referring this personal friend or family member and providing their email address where directed on the Offer Site.

## 6. PROCESSING OF SUBMISSIONS

Processing 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, you will be notified via email, whether such Request has been successfully validated or a reason why such Request could not be processed at such time, as determined by the Administrator of the Offer in its sole and absolute discretion. It is your responsibility 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 your mailbox or telephone to receive e-mail messages, text message or other communications. All Requests and Receipt Images become the property of Released Parties and will not be returned. Offer 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 the

authorized retailers) will be void. Receipts that cannot be validated for any reason will be rejected, as determined by the Sponsor in its 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 Offer 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, incompletely or fraudulently entered or submitted.

## 7. VERIFICATION

All Receipt Images and participants are 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 your eligibility to participate in this Offer; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Receipt Image and/or other information 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 or its Administrator, may result in disqualification in the sole and absolute discretion of the Sponsor. 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 Offer computers, Administrator 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 Administrator.

## 8. DISTRIBUTION OF REWARDS

If you are eligible to receive a Reward, such Reward will be sent via email to the email address you provided during registration within 48 hours after the receipt validation. The Reward must be redeemed before the expiration date set out in the Reward or the mailing associated with the Reward, or the Reward will expire.

No responsibility is assumed by the Released Parties for any mailings that are undeliverable. Rewards must be redeemed in accordance with these Terms and any instructions that may be set out in the Reward itself or in the emailing associated with the Reward (collectively, the "**Reward Instructions**"). Rewards are subject to the terms and conditions of the issuer including the following:

The Offer Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted or undelivered Rewards or transmissions (whether sent by or to you), regardless of cause. *The Offer 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 Offer 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), Rewards or transmissions (whether sent by or to you); 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, Offer Parties expressly disclaim any and all liability for Rewards 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. Offer Parties further disclaim any and all liability for physical Rewards which are returned as undeliverable mail or otherwise not received by you for any reason.*

All aspects of each Reward will be determined by the Sponsor in its sole and absolute discretion subject to availability. Each Reward 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 Reward 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. Rewards 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 Receipt Image in question (except as may be specifically determined by Sponsor in its sole and absolute discretion). You are responsible for any damage/loss due to the use of a Reward. By participating in the Offer, 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 Offer or out of the acceptance, use, misuse or possession of any Reward. **There are the following limits: Total of Two Thousand (2,000) Rewards to be granted throughout the entire Offer Period. There is a limit of three (3) Rewards per person/household for the entire Offer Period.**

## 9. MODIFICATION AND/OR TERMINATION OF OFFER

Sponsor reserves the right to modify the Offer, including without limitation the Terms governing the Offer (including, without limitation, the Reward Pool), at any time, with or without notice. Continued participation in the Offer after such action by Sponsor constitutes acceptance of any modification to the Offer, including changes to the Terms, including without limitation, the Reward Pool.

The current phase of the Offer begins on February 16, 2023 at 12:00 a.m. EST and is scheduled to end on April 07, 2023 at 11:59:59 p.m. EST, or such earlier date when all available Rewards have been distributed. Sponsor in its sole discretion reserves the right to shorten, extend, suspend, modify or cancel the Offer (including the Offer Period and the scheduled begin date and end date) at any time, and for any reason.

Further, and without limiting the generality of the preceding paragraph, the Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Offer (or to amend these Terms) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Offer as contemplated by these Terms, including, without limitation, any pandemics, 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 Offer 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 Offer, or to amend these Terms, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind.

## 10. GENERAL CONDITIONS

All Submissions 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 entrants without right of appeal.

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S OR ADMINISTRATOR'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 and Administrator reserve the right, in their sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Terms. The Sponsor and Administrator reserve the right to refuse participation to any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In their sole and absolute determination, the Sponsor and 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 Submissions.

The Released Parties will not be liable for: (i) any failure during the Offer; (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 Receipt Image 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 your or any other person's cell phone, computer or other device related to or resulting from participating in the Offer; (v) anyone being incorrectly and/or mistakenly identified as having a valid receipt or having fulfilled the purchase requirement; and/or (vi) any combination of the above.

In the event of a dispute regarding who submitted a Request or a Receipt Image, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Request or Receipt Image to have been submitted by the authorized account holder of the e-mail address submitted at the time of submission. "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, or a cell phone number by a participating cellular carrier. You may be required to provide proof (in a form acceptable to the Sponsor and Administrator – including, without limitation, government-issued photo identification) that he/she is the authorized account holder of the email address associated with the Request or Receipt Image in question.

**PRIVACY:** By participating in this Offer, you expressly consents to the Sponsor, Administrator, their agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Offer and in accordance with Sponsor's privacy policy (available at: <https://www.danone.com/footer/privacy.html>). 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 will not share your personal information with others except to third parties who are retained by Sponsor to manage and fulfill this program.

In the event of any discrepancy or inconsistency between these Terms and disclosures or other statements contained in any Offer-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 given by any representative of the Sponsor or Administrator, the terms and conditions of these Terms shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Terms 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 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 or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Offer will be governed by and construed in accordance with the laws in force in the Province of Quebec of Canada and the federal laws of Canada applicable therein , 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 the province of Quebec, in any action to enforce (or otherwise relating to) these Terms or relating to this Offer.

## **11. SPONSOR/ADMINISTRATOR**

Sponsor: Danone Canada. 100 Rue de Lauzon. Boucherville, QC J4B 1E6, Canada ("Sponsor")

### **EXHIBIT A**

#### **A. Participating Products**

Click [here](#) for the full list of Participating Products.