

Del Monte Contadina Pizzettas SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE, PAYMENT OR TEXT NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR TEXT OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF WINNING. STANDARD TEXT MESSAGE RATES WILL APPLY TO ALL TEXTS SENT AND RECEIVED. VOID WHERE PROHIBITED. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED FOR THE APPLICABLE DRAWING. ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN CLASS ACTION FORMAT. THE PROMOTION CONTAINS A GAME OF CHANCE / SWEEPSTAKES. *The computer clock of Sponsor is the official time-keeping device in the Promotion.*

- 1. AGREEMENT TO BE LEGALLY BOUND:** By submitting an entry, or otherwise participating in this Promotion, you are signifying your agreement that you have read and agree to be legally bound by the terms and conditions of these Official Rules (the “Official Rules”).
- 2. ELIGIBILITY:** The Del Monte Contadina Pizzettas Sweepstakes (the “Promotion” or the “Sweepstakes”) is open only to individual permanent legal residents of the 50 United States, Puerto Rico and the District of Columbia, who are at least 18 years of age or older, as of 10/10/2019. Employees, officers and directors of Del Monte Foods (the “Sponsor”), the administrator of the Promotion, Snipp Interactive Inc., (the “Administrator”), and its and their respective parent companies, subsidiaries, affiliates, related entities, partners, principals, licensees, sponsors, and advertising/promotion agencies and each of their respective officers, directors, shareholders, employees, agents, members, representatives, successors and assigns (collectively, “Released Parties”) their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not), and any individual who is also a resident of the European Union, are not eligible to participate in the Promotion. To be eligible to win the Grand Prize, an individual must possess or be able to possess by 11/24/2019, a valid license to drive a motor scooter, if such is required in their state of residence. By participating, you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects. Void anywhere not listed above, and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply. Winning a prize is contingent upon fulfilling all requirements set forth herein. Groups, clubs, organizations, businesses, and commercial and non-commercial entities cannot participate in the Promotion.
- 3. SWEEPSTAKES PERIOD:** The Del Monte Contadina Pizzettas Sweepstakes begins at 12:00:00 PM Eastern Time (“ET”) on October 10, 2019 and ends at 11:59:59 PM ET on November 24, 2019 (“Sweepstakes Period”). For the purposes of this Sweepstakes, a “day” is defined as the 24-hour period beginning at 12:00:00 AM ET and ending at 11:59:59 PM ET, with the exception of the first day of the Sweepstakes (10/10/19) which will begin at 12:00:00 PM ET. The Sweepstakes will have only one (1) Grand Prize Drawing.
- 4. HOW TO PARTICIPATE:** Eligible individuals can participate in the Sweepstakes using either of the following options:
 - (a) Text to Receive Promotion Site Link – Visit Promotion Site to Enter.** During the Sweepstakes Period, text the keyword **BITES** to **811811**. Participant will receive a one-time text message in response, with a link to the Promotion microsite at PizzettasTour.com (the “Promotion Site”) for further instructions on entering and registering for the Sweepstakes; allow approximately 30 minutes to receive the link**. Once the participant visits the Promotion Site, they will be directed to a registration form where they must completely enter their true and accurate information in the required fields (required fields include: Full Name, Complete Mailing Address, Email Address and Phone Number). Each completed registration form received will earn one (1) entry into the

Sweepstakes (“Sweepstakes Entry”, or “Entry”). Standard carrier charges apply. Contact your carrier for plan details and pricing. Entry via text-messaging may not be available via all wireless carriers. Text “STOP” to 811811 to opt-out.

***Provision of link to registration form via text message merely indicates that the initial text message was received but is not otherwise binding upon Sponsors. Without limiting the foregoing, provision of link does not constitute a representation by Sponsors that a Sweepstakes Entry has been received.*

(b) Visit Promotion Site to Enter. During the Sweepstakes Period visit the Promotion Site, www.PizzettasTour.com, where the participant will be directed to a registration form where they must completely enter their true and accurate information in the required fields (required fields include: Full Name, Email Address and Phone Number). Each completed registration form received will earn one (1) Sweepstakes Entry.

Limit of one (1) Sweepstakes Entry per person per day, throughout the Sweepstakes Period.

Carrier specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement. SMS may not be available for all service providers or for all handsets. Cellular phone carrier’s instructions for text messaging may be different. Check your phone capabilities for specific instructions. The text message entry portion of this sweepstakes works with most U.S cellular carriers and requires a two-way text messaging enabled cellular phone. Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to enter via text messaging, you grant permission to the Sponsor to notify via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge you for each text message, including any error message that is sent and received in connection with the Promotion, based on the applicable wireless service plan. You are responsible for all applicable fees and taxes associated with placing an SMS entry. Sponsor in its sole discretion may add or delete a cellular carrier at any time, without notice. Entries will be deemed to have been submitted by the registered owner of the email account of cellular number account provided in the Entry.

To participate, and ensure web browser compatibility, you must have the latest version of a modern browser running on Windows 8 or higher or MacOS 10.11 or higher including Microsoft Edge, Firefox, Chrome or Safari, and JavaScript must be enabled within your browser preferences. Mobile browser compatibility includes default browsers on iOS v10 (or higher) and Android v6 (or higher.)

The use of script, macro or automated devices (or any other devices intended to automate any aspect of participation) to play/Enter is prohibited. Any attempt to use multiple names or email accounts or other tactics to register or enter more than the stated limits may result in the disqualification by the judges or Sponsor from the Sweepstakes and all associated registrations, and/or entries will be void. Registrations and entries generated by script, macro or other automated means or with the intent to subvert the registration or entry process will be void. No mechanically reproduced, or mass entries permitted and all such entries will be void. By entering this Promotion, each entrant gives his/her express permission to be contacted by the Sponsor by telephone and/or e-mail for Sweepstakes purposes only. Released Parties are not responsible for lost, incomplete, late, delayed, inaccurate, misdirected, undelivered, or garbled entries, email, or failures or malfunctions of phones, phone lines or telephone systems; lost entries, game plays, prize claims or transmissions; the cancellation or postponement of any game, any error, omission, interruption, defect or delay in transmission, or communication; interrupted or unavailable network, server, Internet Service Provider (ISP), cable, satellite or other connections including those through and/or by any website; miscommunications, failed computer hardware or software or technical failures; non-delivery; misdirected, blocked, or delayed e-mail notifications; garbled, misrouted, jumbled, scrambled, delayed or misdirected transmissions; printing, typographical or other errors appearing within these Official Rules, in any Promotion-related advertisements or other materials; or other errors or problems of any kind whether mechanical, human, telephone, electronic, mail or otherwise relating to or in connection with the Promotion, or downloading

of materials from or use of the Promotion Site, including, without limitation, errors or problems which may occur in connection with the administration of the Promotion, the processing of entries, or the announcement of the prizes. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant who Sponsor, believes has attempted to tamper with, corrupt, or impair the administration, security, fairness or proper play of this Sweepstakes or who is otherwise not in compliance with these Official Rules. In the event of a dispute as to the identity of any entrant, such entrant will be deemed, as the "authorized account holder" of the e-mail address submitted at the time of entry provided he/she is eligible according to these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider or other organization (e.g., a business, educational institution, etc.) which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Proof (to Sponsor's satisfaction) of being the authorized account holder may be required by Sponsor.

USE OF ENTRANT INFORMATION FOR MARKETING PURPOSES: Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be collected by or on behalf of the Sponsor and used by Sponsor, its affiliates, agents, administrators and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy available at <https://www.delmonte.com/privacy-policy> and Administrator's Privacy Policy available at <https://www.snipp.com/privacy-policy>.

Entrants will be given the option to receive further communication (i.e., e-mails, specific offers, etc.) from Sponsor; however, eligibility to participate in the Promotion is not dependent upon Entrant's consent to receive such e-mails. Opting-in to receive further communication from Sponsor does not improve Entrant's chances of winning. Entrants may opt-out of marketing communications at any time in accordance with the opt-out instructions contained in the applicable communication. Entrants also agree to be bound by the Official Rules and decisions of Sponsor, which are final and binding in all respect

5. **SWEEPSTAKES DRAWINGS/ODDS:** The Administrator will conduct one (1) randomized drawing on or about 11/25/2019, from all eligible Entries received during the entire Sweepstakes Period to select **one (1) Grand Prize Winner**. Odds of winning the Grand Prize depend on the total number of eligible Grand Prize drawing Entries received throughout the Sweepstakes Period. All prize drawings will be conducted by, or on behalf of, the Sponsor, whose decisions will be final and binding in all matters relating to the Promotion.
6. **GRAND PRIZE WINNER NOTIFICATION.** Upon successful drawing of a potential Grand Prize winner, Sponsor will contact such potential Grand Prize winner via phone or email, notifying her/him of their potential winning status and to confirm eligibility, and whether she/he accepts the Grand Prize. As part of this confirmation, the potential Grand Prize winner will be required to execute and physically return an Affidavit of Eligibility, Liability Release and Publicity Release within five (5) calendar days of date of issuance of notification (collectively, the "Winner Documentation"), in accordance with the instructions contained in such notification or Winner Documentation. In the event that a selected potential Grand Prize winner declines the Grand Prize for any reason, is not eligible to accept the Grand Prize, does not comply with the terms of these Official Rules, does not provide completed Winner Documentation within the prescribed time period, or is not available for any reason when notified, his/her Grand Prize opportunity will be forfeited and Sponsor, at its sole discretion and solely time permitting, may randomly select an alternate potential Grand Prize winner from among all remaining eligible entries for the drawing at issue, and follow the process set forth above.
7. **PRIZES: One (1) "Grand Prize":** A 2019 Vespa® Sprint/Primavera Scooter (Approximate Retail Value ("ARV") = \$(4,200.00), with the model, design, color and features as chosen by the Sponsor in its sole discretion. There will be no substitutions.

The Grand Prize Winner is solely responsible for vehicle registration, license, title and insurance fees and for all costs associated with any available upgrade/option packages and any other expenses related to the acceptance and use of the Grand Prize not specified herein. Grand Prize Winner must

take delivery of Grand Prize vehicle in person, within thirty (30) days of notice of availability from a Vespa dealership near the Grand Prize Winner's residence, as designated by Sponsor in its sole discretion, or the Grand Prize will be immediately forfeited. The Grand Prize Winner shall be required to personally accept delivery of the vehicle at the designated dealership and present adequate personal identification. Released Parties are not responsible for delays in delivery of the vehicle. Grand Prize Winner may be required to provide proof of possessing a valid U.S. scooter/motor-cycle license in good standing as well as appropriate vehicle insurance prior to the vehicle being awarded. If the Grand Prize Winner fails to provide such proof of possessing such a valid license and/or appropriate vehicle insurance within five (5) days of Grand Prize notification, the Grand Prize may be forfeited, and the prize may be awarded to an alternate winner. Grand Prize Winner shall bear all risk of loss or damage to his/her vehicle after he/she has taken delivery of vehicle. Exact model, color, and options of vehicle and exact vehicle to be awarded are at the sole discretion of Sponsor and subject to availability from manufacturer. EXCEPT AS STATED IN THE MANUFACTURER'S LIMITED WARRANTY FOR THE VEHICLE, THE RELEASED PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OR ENJOYMENT OF THE VEHICLE, INCLUDING, WITHOUT LIMITATION, THEIR QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Grand Prize Winner acknowledges and agrees that installations or alterations to the vehicle's original equipment or chassis as distributed by Vespa may void any warranty. Vehicle pictured in any advertising surrounding this Sweepstakes may not be the actual vehicle awarded. All vehicle prize details are at Sponsor's sole discretion. Vespa is not affiliated with and is not a sponsor of this program.

The total ARV of all Promotion Prizes is \$4,200.00.

GRAND PRIZE ADDITIONAL LIMITATIONS: Grand Prize will only be awarded by Sponsor upon potential Grand Prize winners' verification of eligibility and final approval by Sponsor, at its sole discretion. No prize substitution, cash equivalent of prizes, transfer or assignment of prizes is permitted, except by Sponsor, which reserves the right to substitute the Grand Prize with another prize of comparable or greater value (including a cash award), in its sole discretion. All Entries become the property of Sponsor and will not be acknowledged or returned. Released Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

- 8. TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS:** Message and Data Rates may apply. By texting "BITES" to 811811, you consent to receive up to three (3) one-time automated text messages to the number you provided from Snipp Interactive Inc.. The text message you send is your electronic signature agreeing to these Official Rules and to giving electronic written consent to receive automated text messages from Snipp and/or Sponsor. *Carrier specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement.* SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. Program You may text STOP to 811811 at any time to exit the Promotion and to stop receiving text messages, or HELP for help. Sponsor's privacy policy is available at <https://www.delmonte.com/privacy-policy>.
- 9. RELEASE:** By participating in this Promotion, each entrant agrees to be bound by these Official Rules and agrees that (1) Released Parties and each of their designees shall have the right and permission to use (unless prohibited by law) entrant's name, voice, address (city and state of residence), photograph and/or other likeness for advertising, promotional and/or trade and/or any other purpose in any and all media or format now known or hereafter devised throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification to entrants or any third parties; (2) under no circumstances will they be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (3) all causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form class action; and (4) in no event will an entrant be entitled to receive attorneys' fees. BY ENTERING THE PROMOTION, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS PROMOTION PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, AND

AGENTS OF EACH, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE PROMOTION OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZES, OR ANY PRIZE-RELATED TRAVEL OR ACTIVITY. YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 10. DISCLAIMER:** Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion and award the prizes for the Promotion from among all eligible, non-suspect entries received (i) as of the date of termination using the judging procedure outlined above or in a random drawing for the Sweepstakes if for any reason this Promotion is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Promotion. Released Parties are not responsible or liable for any events which may cause errors and/or the Promotion to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or Entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to yours or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Released Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Promotion, the processing of Entries, or in any other Promotion-related materials. Released Parties may stop you from participating in this Promotion if you violate Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other entrant or the Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of prizes stated in the Official Rules for that category. In no event will more prizes be awarded than that listed in Section 7.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

- 11. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of California. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of California. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 12. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner.

SPONSOR: Del Monte Foods, Inc., 205 North Wiget Lane, Walnut Creek, CA 94598
ADMINISTRATOR: Snipp Interactive Inc., 6708 Tulip Hill Terr, Bethesda MD 20816