

## Jergens Glow Day Gift with Purchase (the "Program")

### 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 Program 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 THE TERMS AND CONDITIONS

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

#### 2. ELIGIBILITY

Participation in the Program is only open to legal residents of the 50 states in the United States and the District of Columbia (the "**Eligibility Area**"), 18 years of age or older at the time of participation (each such resident, a "**Participant**", or "**you**"). Employees, members, representatives, directors, or officers of Kao USA, Inc. (the "**Sponsor**"), Snipp Interactive Inc. (the "**Administrator**"), and its and their affiliated and related companies (including, without limitation, their respective parent, sister and subsidiary companies, advertising and promotional agencies, or other party in any way involved in the development or administration of this Program (collectively, the "**Program Parties**"), suppliers of materials or services related to the Program, or a member of the immediate family or household of any such person, are excluded from participation in the Program. In these Terms and Conditions, "immediate family" means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse, regardless of where they reside. Groups, clubs, organizations, businesses and commercial and non-commercial entities cannot participate in the Program. The following limits apply: **10 Rewards per person, per household for the entire Program Period.**

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 and Conditions, to enter or otherwise participate in or to disrupt this Program, then he/she may be disqualified from the Program in the sole and absolute discretion of the Sponsor. The Sponsor, other Program Parties, and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "**Released Parties**") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed or incomplete submissions (all of which are void).

#### 3. THE PROGRAM

Sponsor is offering an eligible Participant the opportunity to receive one (1) \$5 (five dollar) Walmart e-Card (the "**Reward**") while supplies of Rewards last, when such Participant purchases twenty dollars (\$20) or more of Participating Products (defined below, and set out in Exhibit A), from any participating Walmart retail store in the Eligibility Area or from [www.walmart.com](http://www.walmart.com) (each, a "**Participating Retailer**"), within one (1) transaction (one (1) single sales receipt) during the Purchase Period (defined below). **10 Rewards per person, per household for the entire Program Period.**

See Section 5 for how to submit a request to participate and participate in this Program. See Section 8 for further instructions on how to use/redeem the Reward and important terms and conditions of the Reward.

Exhibit A to these Terms and Conditions lists out the authorized participating products for the purposes of this Program (while supplies last, and subject to inventory)(the "**Participating Products**")

#### 4. PROGRAM PERIOD AND KEY DATES

The Program is scheduled to begin on **March 20, 2023 at 12:01:00 a.m. Eastern Time** and is scheduled to end on **June 20, 2023 at 11:59:59 p.m. Eastern Time**, or such earlier date and time when all available Rewards have been distributed (the "**Program Period**").

- (i) **Purchase Period:** From March 20, 2023 at 12:01:00 a.m. Eastern Time to June 20, 2023 at 11:59:59 p.m. Eastern Time, or such earlier date and time when all available Rewards have been distributed (the "**Purchase Period**"). All qualifying purchases must be made within the Purchase Period in order to be eligible for this Program.
- (ii) **Submission Period:** From March 20, 2023 at 12:01:00 a.m. Eastern Time to June 23, 2023 at 11:59:59 p.m. Eastern Time, or such earlier date and time when all available Rewards have been distributed (the "**Submission Period**"). All receipts must be submitted within the Submission Period in order to be eligible for this Program, and in any event by June 23, 2023 at 11:59:59 p.m. Eastern Time.

The Program 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 (as defined in Section 3) must be made within one (1) transaction (one (1) single sales receipts) at a Participating Retailer (as defined in Section 3) during the Purchase Period, while supplies last and in full compliance with these Terms and Conditions. Receipts must be received within the Submission Period in accordance with these Terms and Conditions. Rewards must be used in accordance with these Terms and Conditions and in accordance with the Reward Provider Terms (defined below in Section 8). Each Reward is unique and can only be used up to the value of the Reward.

## 5. HOW TO PARTICIPATE

Participants may participate in the Program by: (A) During the Purchase Period, purchasing twenty dollars (\$20) or more Participating Products (after discounts/coupons and before tax) from a Participating Retailer within one (1) transaction (one (1) single sales receipt); (B) ensuring that the applicable sales receipt identifies the Participating Retailer and date of purchase (ensure it is within the Purchase Period); (C) taking a photograph (png, jpeg, pdf, and tiff file types with a maximum file size of 10MB) of the sales receipt in its entirety (such photograph, a "**Receipt Image**") (note: Participants are encouraged to blank out any personal information that appears on the sales receipt); and (E) during the Submission Period, following any of the submission methods listed below to submit the Receipt Image:

- (i) **Text to Submit.** Text the keyword JERGENSGLOW to 811811. Participant will receive a text message with opt-out instructions and disclosure for receipt of up to eight (8) automated text messages to the number provided, along with instructions for submission. Follow instructions and submit Receipt Image. Upon texting Receipt Image, Participants will be sent a link to a registration form for the Program; allow approximately 30 minutes to receive the link\*\*. Complete the registration form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State, Zip, E-Mail, Phone Number) and by reading and accepting any required terms and conditions. **See Section 5A below for important restrictions on Program participation via text.**
- (ii) **Email to Submit.** Email Receipt Image to [rewards@jergensglowday.com](mailto:rewards@jergensglowday.com). Upon emailing Receipt Image, Participants will be sent a link to a registration form for the Program; allow approximately 30 minutes to receive the link\*\*. Complete the registration form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State, Zip, E-Mail, Phone Number) and by reading and accepting any required terms and conditions.
- (iii) **Visit Program Site to Submit.** Visit [www.jergensglowday.com](http://www.jergensglowday.com) (the "**Program Site**"). Participant will receive further instructions on uploading the Receipt Image and registering for the Program. Complete the registration form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State, Zip, E-Mail, Phone Number). Follow instructions and submit Receipt Image, including reading and accepting any required terms and conditions).

**Registering at the Program Site is the only way to receive your Reward**, which will be sent via email, 48 hours after verification in accordance with these Terms and Conditions. Without the information supplied via registration, we cannot send you your Rewards.

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

## **5A. YOUR CONSENT**

By \*texting JERGENSGLOW to 811811 you consent to receive text messages pertaining to this program only, via automated telephone dialing system to the number you provided, from Snipp Interactive Inc. Message frequency varies. Txt HELP for Help or STOP to Stop. Terms and Conditions and Privacy Policy of texting at [www.snipp.com/terms-and-conditions](http://www.snipp.com/terms-and-conditions). and [www.snipp.com/privacy-policy](http://www.snipp.com/privacy-policy). \*Message and data rates may apply. Carriers are not liable for delayed or undelivered messages. Your consent to the above is not required to make a purchase. The text message you send is your electronic signature agreeing to these Terms and Conditions, and to giving electronic written consent as set forth above. Carrier specific charges for text messages and data may apply for each message sent or received, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement. Not all mobile devices are supported; Participants may only participate in the Program if they are using a supported device. SMS/MMS 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. Promotion Entities (defined below) make no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to participate via text messaging, the Participant grants permission to Snipp Interactive Inc to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge Participant for each text message, including any error message that is sent and received in connection with the Program, based on the applicable wireless service plan. Participant is responsible for all applicable fees and taxes associated with any submissions.

## **6. PROCESSING OF SUBMISSIONS**

Processing a Receipt Image will take 48 hours from the time the Receipt Image is received by or on behalf of the Administrator. Once a Participant's Receipt Image is processed, such Participant will be notified via email to the email address Participant provided during registration, whether such Receipt Image has been successfully validated (proceed to Section 7 and Section 8) or a reason why such Receipt Image could not be processed at such time, as determined by the Administrator in its sole and absolute discretion. It is the responsibility of the Participant to check the applicable email account/phone for such notification including in the inbox, spam or junk folders. The Released Parties do not assume any responsibility and are not responsible for electronic communications which are undeliverable for any reason, including (but not limited to) as a result of any form of active or passive filtering of any kind or insufficient space in a participant's mailbox or telephone to receive e-mail messages, text message or other communications. All Receipt Images become the property of Released Parties and will not be returned. Program is void where taxed, prohibited, or restricted by law. Receipts obtained through unauthorized means or illegitimate channels (i.e., other than via a purchase of Participating Products from the Participating 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 Program Parties; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; (vii) reflects the use of more than an authorized number of coupons; or (viii) is incorrectly or incompletely entered or submitted.

## **7. VERIFICATION**

All 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 an individual's eligibility to participate in this Program; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Receipt Image and/or other information for the purposes of this Program; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Program in accordance with the Sponsor's interpretation of the letter and spirit of these Terms and Conditions. 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 Program computers, Administrator or Sponsor. The sole determinant of

the time for the purposes of this Program will be the official time-keeping device(s) used by the Administrator.

## **8. DISTRIBUTION OF REWARDS**

**There are currently scheduled to be a total of 5,000 Rewards that are available for distribution as part of this Program (the "Reward Pool"). This Program will immediately terminate once all Rewards in the Reward Pool have been distributed.**

Participants who are eligible to receive the offer of Reward will receive an email from the Administrator (the "**Email**") with instructions on how to redeem their Reward, including by clicking on a provided link (the "**Reward Instructions**"). The Email shall be delivered to the email address Participant provided during registration. Allow at least 48 hours from successful validation of Submission for delivery of the Email. Reward shall expire as dictated by the card issuer and communicated by Administrator, see below for additional details. All Rewards qualify as "loyalty, award, or promotional gift cards" for the purposes of the Credit Card Accountability Responsibility and Disclosure Act.

No responsibility is assumed by the Released Parties for any emails that are undeliverable or for any communication after the Email has been sent to the Participant. Rewards must be redeemed in accordance with these Terms and Conditions and the Reward Instructions. To use the Reward, follow the Reward Instructions provided in the Email communication. Rewards are subject to the terms and conditions of the issuer including the following important terms and conditions:

For balance inquiry, call 1-888-537-5503 or go to [Walmart.com/giftcards](http://Walmart.com/giftcards) or [samsclub.com](http://samsclub.com). Use this card at any Walmart store or Sam's Club in the U.S. or Puerto Rico, or on-line at Vudu, Inc., [Wal-Mart.com](http://Wal-Mart.com) or [Samsclub.com](http://Samsclub.com). The balance on this card is a liability of Wal-Mart Stores Arkansas, LLC. This card cannot be redeemed for cash except where required by state law. Lost or stolen cards will not be replaced. Walmart may refuse to accept this card and to take action, including balance forfeiture, for fraud, abuse or violations of terms. Terms and conditions subject to change without notice. See [Walmart.com](http://Walmart.com) for complete terms. Treat this card like cash.

The Program 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 the Participant), regardless of cause. The Program Parties are not responsible for (a) any incomplete, incorrect or inaccurate information whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Program or by any technical or human error; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site (or mobile web site), Rewards or transmissions (whether sent by or to a Participant); and (c) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of email or text on account of technical problems or traffic congestion on the Internet or at any web site (or mobile web site) or any combination thereof. Without limiting the foregoing, Program Parties expressly disclaim any and all liability for 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. Program Parties further disclaim any and all liability for physical Rewards which are returned as undeliverable mail or otherwise not received by Participant 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. The Participant is responsible for any damage/loss due to use of a Reward and will be responsible for any legal repercussions arising due to the Reward being prohibited by law or by any other cause whatsoever from claiming, using or owning the Reward. The Released Parties will not have any liability for any defects, mechanical or otherwise, in respect of the Reward. By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless the Released Parties from any liability, losses, claims or damages which may arise out of participation in the Program or out of the acceptance, use, misuse or possession of any Reward. Without limiting the generality of the previous sentence, the Released Parties will not be liable for any loss; consequential, incidental, special, or exemplary damages; or harm of whatsoever nature and howsoever arising, suffered by any Participant or any third party, as a result of the use of, or

inability to use, the Reward by the Participant and/or such third party or any other cause whatsoever. **There are the following limits: Ten (10) Rewards per person, per household for the entire Program Period.**

## **9. MODIFICATION AND/OR TERMINATION OF PROGRAM**

Sponsor reserves the right to modify the Program, including without limitation the Terms and Conditions governing the Program and the Reward Pool, at any time, with or without notice. Continued participation in the Program after such action by Sponsor constitutes acceptance of any modification to the Program, including changes to the Terms and Conditions and/or the Reward Pool. Sponsor in its sole discretion reserves the right to shorten, extend, suspend, modify or cancel the Program (including the Program Period, the scheduled begin date and end date and the Reward Pool) 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 Program (or to amend these Terms and Conditions) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Program as contemplated by these Terms and Conditions, including, without limitation, any error(s), problem(s), computer virus(es), bug(s), tampering, unauthorized intervention, fraud or failure(s) of any kind. Any attempt to undermine the legitimate operation of this Program in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made; the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Program, or to amend these Terms and Conditions, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind.

## **10. GENERAL CONDITIONS**

All Submissions become the property of the Sponsor. This Program is subject to all applicable federal, state, and municipal laws. The decisions of the Sponsor with respect to all aspects of this Program are final and binding on all 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 and Conditions. 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 Program; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any 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 Participant's or any other person's cell phone, computer or other device related to or resulting from participating in the Program; (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 Receipt Image, the Sponsor reserves the right, in its sole and absolute discretion, to deem the 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. A Participant 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 Receipt Image in question.

**PRIVACY:** By participating in this Program, each Participant expressly consents to the Sponsor, , storing, sharing and using any personal information submitted for the purpose of administering the Program and in accordance with Sponsor's privacy policy (available at: <https://www.kao.com/americas/en/privacy>). 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 Conditions and disclosures or other statements contained in any Program-related materials, including, but not limited to, any point of sale, television, print or online advertising, and/or any instructions or interpretations of these Terms and Conditions given by any representative of the Sponsor or Administrator, the terms and conditions of these Terms and Conditions shall prevail, govern and control to the fullest extent permitted by law.

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

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Program will be governed by and construed in accordance with the domestic laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby agree that any legal action in connection with these Terms and Conditions or relating to this Program shall be brought in the federal or state courts of Cincinnati, Ohio and the parties hereby consent to personal jurisdiction and venue therein., in any action to enforce (or otherwise relating to) these Terms and Conditions or relating to this Program.

## **11. SPONSOR/ADMINISTRATOR**

Sponsor: Kao USA Inc, 2535 Spring Grove Avenue Cincinnati, OH 45214 USA ("**Sponsor**")

Administrator: Snipp Interactive, 6708 Tulip Hill Terr, Bethesda, MD 20816 ("**Administrator**")

The Sponsor is not affiliated with Wal-Mart Stores, Inc., Wal-Mart Stores Arkansas, LLC, Walmart.com or any of their affiliates. Wal-Mart Stores, Inc., Wal-Mart Stores Arkansas, LLC, Walmart.com and their affiliates do not endorse or sponsor this reward program's services, products, or activities.

**EXHIBIT A**

A. **Participating Products**