

## Post Magic Fruity PEBBLES™ Promotion ("Program") Terms and Conditions

**Many will enter. Few Will Win. No purchase necessary to enter or win. A purchase will not increase your chance of winning. Internet access and a valid e-mail account are required. A mobile device may be used to participate.** Standard data and messaging rates may apply to participate in the Program via a mobile device.

### Agreement to be legally bound by these Terms and Conditions

By participating in the Program (defined below), you agree that you have read and will be legally bound by these official terms and conditions (the "**Terms and Conditions**").

### Eligibility

This sweepstakes is only open to residents all 50 United States and the District of Columbia (the "**Territory**"), 18 years of age or older (at the time of participation (each such resident, a "**Participant**", or "**you**").

Employees, officers, directors, agents or representatives of Post Consumer Brands, LLC (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 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.

**License:** By entering, except where prohibited by law and subject to Sponsor's privacy policy, each Participant grants to the Program Parties (and their agents, successors, and assigns) the irrevocable, transferable, sublicensable, absolute right and permission to use all of the information you submit to enter this Program for any purpose, in Sponsor's sole discretion, including without limitation for internal business purposes, the purposes of evaluating entries, administering this Contest, and for advertising and marketing purposes.

Limit Three Entries Per Person. Purported proof of entry (such as, without limitation, a screenshot of a purported receipt) does not constitute proof of actual entry for purposes of this Program.

### The Prizes

During the Program, the following six (6) prizes will be awarded to winning eligible Participants –

Six (6) pairs of Nike LeBron 19 Low "Magic Fruity PEBBLES" each ARV \$160. Available in full sizes only, adult sizes 4 – 14.

All prizes will be awarded based on random computer-generated winning times. UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED. Odds of winning a prize depend on the total number of eligible plays and the time and date upon which they are entered. There is no guarantee that all prizes will be awarded. Total ARV of all prizes is \$960. Prize shoes are only available in adult sizes 4 to 14. Each winner will be given the opportunity to make a size request when claiming a prize pursuant to these Terms and Conditions. Returns or exchanges will not be permitted. Winner is responsible for all applicable federal, state, and local taxes, if any, as well as any other costs and expenses associated with acceptance and use not specified herein as being provided.

This Program includes an instant win game of chance (the "**Game**").

## How to Participate

- (1) Buy any one (1) Magic Fruity Pebbles 10 oz., 18.5 oz or 38 oz. package (“Participating Cereal Products”) from a retailer within the Territory between March 1, 2022 at 12:00:01 a.m. Eastern Time to May 31, 2022 at 11:59:59 p.m. Eastern Time; (“**Purchase Period**”).

### Participating Cereal Products

Flavor Code	Size	UPC
Magic Fruity Pebbles	10 oz	00884912381835
Magic Fruity Pebbles	18.5 oz	00884912381859
Magic Fruity Pebbles	38 oz	00884912387219

- (2) Take a photograph of the entire sales receipt in png, jpeg, pdf, or tiff file type, with a maximum file size of 10MB (“Receipt Image”). Participants are encouraged to blank out any personal information that might appear on the receipt. All Receipt Images must identify the date and time of purchase.
- (3) Submit the image of the receipt between March 1, 2022, at 12:00:01 a.m. Eastern Time to May 31, 2022, Eastern Time (the “**Submission Period**”) using any of the submission methods described below. All receipts must be submitted within the Submission Period in order to be eligible.

### Methods of Submitting Your Receipt Image

- Visit Program Site to Submit.** Visit [www.MagicFruityPEBBLES.com](http://www.MagicFruityPEBBLES.com) (the “**Program Site**”). Participant will receive further instructions on uploading the Receipt Image and registering for the Program. Within 24 hours of submitting a valid Receipt Image and completing registration, participants will be sent a link\*\* to an Instant Win Game (a “**Game Play Link**”). If a winner, participant must complete a prize claim form by entering true and accurate information in the required fields (including, First Name, Last Name, Valid Address, State, E-Mail and Mobile Phone Number), and by reading and accepting any required terms and conditions.
- Email to Submit.** Email Receipt Image to [submit@MagicFruityPEBBLES.com](mailto:submit@MagicFruityPEBBLES.com) and, when prompted, register for the program. Within 24 hours of submitting a valid Receipt Image and completing registration, participants will be sent a \*\*link to an Instant Win Game. If a winner, participant must complete a prize claim form by entering true and accurate information in the required fields (including, First Name, Last Name, Valid Address, State, E-Mail and Mobile Phone Number) and by reading and accepting any required terms and conditions.

\*\* The provision of a link does not constitute a representation by Sponsors that Image has been validated in accordance with these Terms and Conditions.

**Registering at the Program Site during the receipt submission process is the only way to receive your Game Play Link**, which will be sent via email mail to the email address provided during registration as further set out below Without the valid information supplied via registration, we cannot send you your Game Play Code. Once you receive your Game Play Link, play the Game in accordance with the Instructions to see if you are a winner.

**ALTERNATIVE METHOD OF ENTRY:** Participants may play the Game without making a purchase by mailing a 3x5 inch card on which you have hand printed the keyword: Magic Fruity PEBBLES and your complete legal name, mailing address (PO Boxes not permitted), phone number, valid email address, date of birth, and your signature to certify (i) your eligibility to participate in the Program, (ii) your consent to and compliance with these Official Terms and Conditions and all applicable regulations and mail it to: Magic Fruity PEBBLES, 1143 East Union Street, Newark, NJ 14513. Mailed entries must be postmarked during the Promotion Period and received by 11:59:59 PM ET on June 3, 2022, to be eligible to win. Contest Administrators will play the instant win game on behalf of any Participant who submits a mail-in entry request per these guidelines. In the event of a winning play, Contest Administrators will contact the winning Participant with prize details. Participants who submit a mail-in entry will have the same odds of winning as any other method of entry.

### **Distribution of Game Play Link**

Participants who are eligible to receive a Game Play Link will receive an email from the Administrator (the “**Email**”) with instructions on how to use their Game Play Link, including by clicking on a provided link (the “**Instructions**”). The Email shall be delivered to the email address that Participant provided during registration. Allow at least 24 hours from successful validation of Receipt Image.

No responsibility is assumed by the Sponsor, Program Parties, and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) for any emails that are returned as undeliverable, or for any prize after it has been sent to the Participant. Each Prize will be delivered separately within 12 weeks of in-game winner notification. Rewards must be redeemed in accordance with these Terms and Conditions.

The Program Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted, blocked, inaccessible, delayed, or undelivered codes or transmissions (whether sent by or to the Participant), regardless of cause. *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.*

### **Other Terms and Limitations**

**Nike Discount Code Exclusions:** Enter your promo code during checkout for an additional 20% off a single full-price item. Shipping charges and taxes are calculated after discount. Not transferable and not redeemable for cash, credit, or toward previous purchases. Only redeemable on Nike.com or the Nike App in the United States. Not redeemable on Swoosh.com, the Nike Training Club App, the Nike Run Club App, or in Nike Stores. Discount not valid on select products, including but not limited to, Clearance, Nike By You, give back, gift cards, select Launch & SNKRS products, and Apple products. Other exclusions may apply. Discount applies to a single full-price item, \$200 or less. Can be used in combination with free shipping promo codes only. Offer begins March 1, 2022 at 12:01am PT. Offer expires, and the code must be redeemed by June 3, 2022 at 11:59pm PT. Void where prohibited. Additional restrictions may apply. Nike reserves the right to cancel or modify this offer at any time. Apple is a trademark of Apple, Inc.

**Compliance with Terms:** All entries must fully comply with these Terms and Conditions. Participants consent to the receipt of electronic communications regarding the Program. Sponsor shall not be responsible for any failure of delivery or receipt due to electronic failures or Participant email filters.

**Program Period Subject to Change:** 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. Sponsor further 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.

**Receipt Validity:** Receipts obtained through unauthorized means or illegitimate channels (i.e., other than via a purchase of Participating Cereal Products by individual Participants from retailers) will be void. Receipts that cannot be validated for any reason will be rejected, as determined by the Sponsor in its sole discretion. 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. Proof of submission shall not be considered proof of delivery or receipt.

**Release:** Participants, including any winning eligible Participants agree that the Program Parties are released, will have no liability whatsoever for, and shall be held harmless by Participants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Program or any Program-related activities.

**License:** 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 the right of appeal.

**Limitations of Liability:** In no event will the Participating Parties be responsible for any damages or losses of any kind, including direct, indirect, incidental, consequential, or punitive damages arising out of your participation in the Program. Without limiting any other provision in these Terms and Conditions, the Program Parties are not responsible or liable to any Participant or winner (or any person claiming through such Participant or winner) for failure to supply the prize(s) or any part thereof in the event that any of the Program Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Program Party (as determined by Sponsor in its sole discretion), including without limitation, by reason of any force majeure event, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared) civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made, by any governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

**Disqualification:** 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.

**Privacy:** By participating in this Program, each Participant 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 Program and in accordance with Sponsor's privacy policy (available at: <https://www.postconsumerbrands.com/privacy/>). Feel free to contact our team regarding our Privacy Policy at 1-800-544-6855, between 8:00 a.m. and 5:00 p.m. CDT, Monday through Friday.

**Conflicting Terms:** 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, these Terms and Conditions shall prevail, govern and control to the fullest extent permitted by law.

**Arbitration:** Please read this section carefully – it may affect your legal rights. Except where prohibited by law, Participant agrees: (i) any dispute, controversy or claim arising out of or relating to the Program or any reward awarded shall be resolved individually, without resort to any form of class action; (ii) any dispute,

controversy or claim arising out of or relating to the Program or any reward awarded shall be resolved by binding arbitration conducted by JAMS in accordance with the JAMS Comprehensive Arbitration Rules and Procedures (the "JAMS Rules"); (iii) any arbitration shall be heard by one arbitrator to be selected in accordance with the JAMS Rules, in Minneapolis, Minnesota; (iv) judgment upon any award rendered may be entered in any court having jurisdiction thereof; and (v) any award or judgment shall be subject to all limitations and releases set forth in these Terms and Conditions and be limited to actual out of pocket damages, and shall not, in any event, include any punitive, exemplary, consequential or incidental damages, attorneys' fees or costs of bringing a claim, or any injunctive or other equitable relief.

**Applicable Law:** 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 Minnesota, 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.

Sponsor: Post Consumer Brands, LLC, 20802 Kensington Boulevard, Lakeville, MN 55044 ("**Sponsor**")  
Administrator: Snipp Interactive, 6708 Tulip Hill Terr, Bethesda, MD 20816 ("**Administrator**")

