

**PREIT Properties– Spend and Score Wave2  
(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 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 TERMS AND CONDITIONS**

By participating in the Program, 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 Program, you must be a legal resident of one of the Fifty (50) United States or the District of Columbia (DC) (the “**Eligibility Area**”), be located in the Eligibility Area, have reached the age of majority in your state or district 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, independent contractor, or representative of PREIT Services 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**”), including suppliers of materials or services related to the Program, 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 Program, or does not adhere to these Terms, then he/she may be disqualified from the Program in the sole and absolute discretion of the Sponsor. The 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, and are released from any liability with respect to, any late, lost, misdirected, delayed or incomplete submissions (all of which are void).

**3. THE PROGRAM**

The Sponsor is offering eligible customers, as defined above in Section 2, the opportunity to receive one (1) Twenty-Five Dollar (US\$25.00) digital gift card credit via email (the “**Reward**”) **while supplies of Rewards last**, when they purchase two-hundred dollars (US\$200.00) or more (after discounts and before taxes) worth of Participating Products (defined below) within one (1) single transaction or multiple transactions from any Participating Retailer (defined below) during the Purchase Period (as defined below) (each such purchase, a “**Qualifying Purchase**” or collectively “**Qualifying Purchases**”) and submits all applicable receipts during the Program Period (as defined below). This offer is being made while supplies of Rewards and participating products last. See Section 5 to learn more on how to participate in this Program. **The following limits apply: 1 Reward per participant for the entire Program Period (defined below).**

Exhibit A to these Terms lists the authorized participating retailers for the purpose of this Program (the “**Participating Retailers**”).

Any product or service sold by any Participating Retailer **other than** any gift card or other similar prepaid card (each, a “**Gift Card**”) is a “**Participating Product**” for the purpose of this Program. For the abundance of caution it is hereby clarified that the purchase of any Gift Card from a Participating Retailer is **not** a Qualifying Purchase for the purposes of this Program.

#### 4. PROGRAM PERIOD; PURCHASE PERIOD AND KEY DATES

To be eligible, Qualifying Purchases, as described in Section 3, must be made between November 16, 2022 at 12:01:00 am Eastern Time (ET) and December 16, 2022 at 11:59:59 pm ET (the "**Purchase Period**"), at an authorized Participating Retailer.

Requests (as defined below) may be submitted anytime between November 16, 2022 at 12:01:00 am ET and December 23, 2022 at 11:59:59 pm EDT (the "**Program Period**") and must be received on or before 11:59:59 PM EDT on December 23, 2022 (the "**Program Closing Date**").

The Program Period and the Purchase 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.

The Rewards must be used in accordance with these Terms and in accordance with the Rewards Provider Terms (defined below) and Rewards Instructions.

#### 5. HOW TO PARTICIPATE

To participate in the Program, an eligible participant must follow the steps listed below:

(A) As more fully detailed in Section 3 above, make a Qualifying Purchase from any Participating Retailer during the Purchase Period;

(B) Take a photograph (png, jpeg, pdf, and tiff file types with a maximum file size of 10MB) of the applicable sales receipt(s) of his/her Qualifying Purchase in its entirety (such photograph, a "**Receipt Image**"). Participant must ensure that the Receipt Image identifies the Participating Retailer, the date and amount of purchase. Participants are encouraged to blank out any personal information that appears on the Receipt Image; and

(c) On or before the Program Closing Date, submit his/her Receipt Image(s) (each such submission, a "**Request**") as follows:

**Visit Program Site to Submit.** Participant goes to Program Site <https://www.spendandscore.com>. Upon first satisfying age and/or state eligibility requirements (e.g., at least 21 years of age), 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, Full Name, Complete Mailing Address, Email Address and Phone Number). Follow instructions and submit Receipt Image (including accepting any required terms and conditions) and register for the Program.

**Registering at the Program Site is the only way to receive your Rewards**, 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.

**IMPORTANT: YOU MUST KEEP YOUR ORIGINAL SALES RECEIPT.** The Sponsor reserves the right to request from a Participant the original sales receipt used for the purposes of this Program 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 Program Site at [www.spendandscore.com](http://www.spendandscore.com), check any applicable FAQ webpage and/or email [help@spendandscore.com](mailto:help@spendandscore.com).

#### 6. PROCESSING OF SUBMISSIONS

Processing of a Request will take approximately 48 hours from the time the Request is properly 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 Sponsor 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 messages or other communications. All Requests and Receipt Images shall become the property of the Sponsor 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 Qualifying Purchase from the authorized Participating Retailers) will be void. Requests 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 Request 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; or (vii) is incorrectly or incompletely entered or submitted.

## 7. VERIFICATION

All Requests 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 Program; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Request and/or other information for the purposes of this Program; and/or (iii) for any other reasonable 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. 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 Parties 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

Participants who are eligible to receive the 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, entering a provided code, and choosing their Reward (the "**Reward Instructions**"). The Email shall be delivered to the email address Participant provided during registration. Please allow at least 48 hours from successful validation of submission(s) for delivery of the Email. 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 and any other terms and conditions of the Rewards issuer:

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 you), 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 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, 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 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 will be permitted 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. You are responsible for any damage/loss due to use of a Reward. By participating in the Program, 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 Program or out of the acceptance, use, misuse or possession of any Reward. **No more than 1 Reward per Participant shall be permitted during the entire Program Period.**

## **9. MODIFICATION AND/OR TERMINATION OF PROGRAM (INCLUDING PROGRAM PERIOD)**

Sponsor reserves the right to modify the Program, including without limitation the Terms governing the Program, 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.

The Program is scheduled to begin on **November 16, 2022** at 12:01:00 a.m. ET and is scheduled to end on **December 23, 2022** at 11:59:59 p.m. ET, 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 Program (including the Program Period, the Purchase Period, and their 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 Program (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 Program as contemplated by these Terms, including, without limitation, any error(s), problem(s), computer virus(es), bug(s), tampering, unauthorized intervention, fraud(s), pandemic(s), act of god, 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, 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. 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, and all Participants hereby release, the Released Parties for: (i) 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; (ii) the failure of any Requests 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; (iii) any injury or damage to your or any other person's cell phone, computer or other device related to or resulting from participating in the Program; (iv) anyone being incorrectly and/or mistakenly identified as having a valid receipt or having fulfilled the purchase requirement; and/or (v) any combination of the above.

The Released Parties will not be liable for, and all Participants hereby release, the Released Parties for any taxes that may be levied on the Participant as a result of their participation in the Program, the payment of which shall be the sole responsibility of the Participant.

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 Program, you expressly consent 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.preit.com/privacy-policy/>). 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 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 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 Program will be governed by and construed in accordance with the domestic laws of Pennsylvania, 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 Philadelphia, in any action to enforce (or otherwise relating to) these Terms or relating to this Program.

## **11. SPONSOR/ADMINISTRATOR**

Sponsor: PREIT Services LLC 2005 Market Street Suite 1000 Philadelphia, PA 19103 ("**Sponsor**")

Administrator: Snipp Interactive Inc., 6708 Tulip Hill Terrace, Bethesda, Maryland 20816 ("**Administrator**")

## **EXHIBIT A**

### **A. Participating Retailers**

Click [here](#) to view all the participating stores in PREIT malls.