

Dine & Delight Holiday 2021 (“Promotion”) – Terms and Conditions

NOTICE: Employees of a Qualifying Restaurant are prohibited from participating.

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.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE PROMOTION, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT PARTICIPATE IN THE PROMOTION. **VOID WHERE PROHIBITED.**

OFFER WHILE SUPPLIES LAST. Must be age 16 or older & a legal resident of the 50 U.S. or D.C. Order from one of our eligible restaurants (see below) between [12/26/21-2/28/22] (“Purchase Period”) and receive a \$20 Prepaid Mastercard USD (“Reward”) when you spend \$50 or more BEFORE TAX, TIP AND DELIVERY FEES (gift card purchases are not eligible purchases) within a single or multiple transactions from any qualifying restaurant as defined below. The following limits apply: 2 Rewards per participant for the entire Submission Period, while supplies last. Upload eligible receipts by or before [3/30/22] of a qualifying purchase by visiting <https://dinedelights.com> (“Submissions Site”) and completing the form. Verified participants (each a “Participant”) will receive instructions to obtain the Reward in an email from **Administrator** (as defined below), such instructions shall communicate pertinent expiration dates READ CAREFULLY. Minimum purchase requirement must be met. Gift card purchases are not qualifying purchases and can’t be applied to reach the minimum purchase requirement. Tax, tip, and delivery fees all cannot be applied to meet the minimum purchase requirement. This is a national promotion and concludes at the end of the redemption period or after \$40,000 in Rewards is awarded nationally, whichever comes first.

- A receipt must be for a purchase made during the Purchase Period from one of our restaurants listed below (each a “Qualifying Restaurant”); this list is attached and subject to change at any time. Receipts must be original and as issued by a Qualifying Restaurant, fraudulent receipts shall not be honored or acknowledged.
- Duplicate receipts shall not be accepted or acknowledged, only the first one receipt received by Administrator shall be redeemed.
- If a single receipt has an eligible purchase value of greater than \$50, such additional amount will be counted towards the eligible purchase value of the next Reward.
- To earn your 2nd and final Reward, return to the promotion site and using the same email address, upload qualifying receipt or receipts. Once the subsequent eligible purchases have a total value of \$50 (BEFORE TAX, TIP AND DELIVERY FEES) your final Reward will be distributed.
- If for any reason the Promotion cannot be administered as anticipated, it shall conclude immediately, and its termination shall be announced on <https://dinedelights.com> (the “Sponsor’s Website”). After such an announcement, Submissions shall not be honored or acknowledged, and Rewards shall not be processed.
- Receipt must clearly show amount, date/time, restaurant name, location, and purchase.

Submissions: Visit the Submissions Site, complete the form, check the required boxes, and upload one single receipt at a time with qualifying purchases made during the Purchase Period and totaling \$50 or more (gift card purchases are not eligible purchases) from a Qualifying Restaurant by or before [3/30/22] (collectively, the “**Submission Period**”), note: OFFER IS WHILE SUPPLIES LAST. The photograph of your receipt must be under 10 MB and in one of the following formats: png, jpeg, pdf, or tiff file. Participants are encouraged to redact any personal information that appears on the sales receipt. A receipt may only be submitted once.

Processing Submissions and Verification Process: Within approximately 4 hours of providing your Submission, Administrator shall send an email acknowledging receipt to the email address that the Participant provided in the Submission. Such correspondence may explain why the Submission could not be processed or may request additional input from Participant. It is the responsibility of the Participant to check its applicable email account for such notifications including in the inbox, spam, or junk folders. The **Released Parties** (as defined below) do not assume any responsibility, and are not responsible for, electronic communications that are undeliverable for any reason including, but not limited to, as a result of any form of active or passive filtering or insufficient space in a Participant’s mailbox. Receipts obtained through unauthorized means or illegitimate channels shall be void. Receipts that cannot be validated for any reason will be rejected. Such rejections are solely determined by the Released Parties and may include, but are not limited to, Submissions that: (i) fail anti-fraud detection measures, are unauthorized, fake, or has been illegitimately obtained; (ii) contain a suspicious message, indicator, code, or other marking; (iii) contain printing or other errors or are illegible, unreadable, or blank; (iv) that have been previously used; (v) are incorrectly or incompletely submitted. All Submissions are subject to verification at any time and for any reason. **Sponsor** (as defined below) 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 Promotion; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Submission and/or other information submitted; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Promotion 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, may result in disqualification in the sole and absolute discretion of the Sponsor. Screenshots or similar image captures of attempted Submissions or communications does not constitute proof of delivery or receipt by Released Parties or the computers administering the Promotion and are not valid. The sole determinant of the time of a Submission, for the purposes of this Promotion, will be the official time-keeping device(s) used by the Administrator.

Reward Distribution: Redemption details sent electronically after validation & you must obtain your Reward within 3 months of such notice. Participants who are eligible to receive the offer 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 in their Submission. Allow at least 48 hours from successful validation of final Submission totaling \$50 for delivery of the Email. Once you receive your Reward Link and click through to redeem, you will be given a choice whether you want to receive your Prepaid Mastercard reward in digital or physical form. If you choose to receive the Prepaid Card in a physical form you must provide a mailing address within 50 U.S. or D.C., P.O. Boxes not accepted, please allow up to 15 business days for delivery to addresses in the United States via First Class Mail. You can check the status of your reward by clicking the link in the reward email. You will also be sent an email once your card is in the mail. If you

choose to receive the Prepaid Card in digital form, you will be able to download the Prepaid Card ("Reward") immediately.

Redemption details sent electronically after validation & you must obtain your Reward within 3 months of such notice, your right to the payment expires after that time. Use your card everywhere Mastercard is accepted. Issued by The Bancorp Bank, Member FDIC, pursuant to license by Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so pay close attention to the expiration date of the card. No cash access or recurring payments. 7-month expiration. Digital or physical card \$20 USD. Unused funds will be forfeited after the valid thru date. Card terms and conditions apply.

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 ("**T&Cs**") and the Reward Instructions. To use the Reward, follow the Reward Instructions provided in the Email communication from Administrator. Rewards are subject to the terms and conditions of the issuer, including the following:

Additional Terms and General Conditions:

Void outside of the United States of America and where prohibited by law, rule, or regulation. Employees, directors, officers, and members of BPRI, Administrator, and any vendor providing services, as well as their parent, subsidiaries, affiliates and marketing agencies are excluded from participation.

The Released Parties are not responsible for late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted, blocked, inaccessible, delayed, or undelivered Rewards or transmissions (to or from a Participant), regardless of cause. The Released Parties are not responsible for (a) any incomplete, incorrect or inaccurate information whether caused by website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion 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 website (or mobile website), Rewards or transmissions (to or from 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, Released 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 or for any other reason.

Rewards must be accepted as awarded and are not transferable, non-refundable, assignable, or convertible to cash. Sponsor reserves the right, in its sole and absolute discretion to terminate the Promotion at any time and for any reason or no reason at all. Rewards shall be awarded to the person whose verifiable full name and valid e-mail and/or mailing address appears on the Submission form. Administrator's record of Reward shipment or email distribution constitute delivery of Reward, Rewards shall not be reissued if lost, stolen, or intercepted by a third party. Reward recipients are solely responsible for all costs and taxes on the value of the gift they accept. Participant is responsible for any

loss of the Reward. By participating in the Promotion, each Participant agrees (i) to release, discharge, indemnify and hold harmless the Released Parties from any liability or damages which may arise from participation in the Promotion or the acceptance, use, misuse, or possession of any code, offer, or Reward. All Submissions become the property of the Sponsor and will not be returned. This Promotion is subject to all applicable federal, state, and municipal regulations. The decisions of the Sponsor with respect to all aspects of this Promotion are final and binding on all Participants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS AND CONDITIONS IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR. The Sponsor reserves the right to refuse participation by any person whose eligibility is in question or who has been disqualified or is otherwise ineligible. In its sole and absolute determination, the Sponsor may disqualify Submissions from any party who acts in any manner to threaten or abuse or harass any person and to void all related Submissions. The Released Parties will not be liable for: (i) any failure or any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the network, computer, on-line systems, servers, access providers, computer equipment or software; (ii) the failure of any Submission 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 a participant's, or any other person's, device; (iii) anyone being incorrectly and/or mistakenly identified as a Reward recipient.

Sponsor reserves the right, in its sole and absolute discretion, to deem the Submission to have been submitted by the authorized account holder of the e-mail address at the time the Submission was received by Administrator. "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. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Submission in question. For this Promotion, only two Submissions per person. The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Promotion (or to amend these T&Cs) at any time and for any reason, including causes that are beyond its reasonable control including, without limitation, marketing or administrative error(s), pandemics, operational disruptions, computer viruses, bugs, tampering, unauthorized intervention, fraud or failure(s) of any kind. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Promotion, or to amend these T&Cs, in any way without prior notice or obligation for any other reason whatsoever.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, values, Qualifying Restaurants, timeframes and/or other Promotion mechanics stipulated in these T&Cs, due to any circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Promotion or for any other reason. In the event of any discrepancy or inconsistency between these T&Cs and disclosures or other statements contained in any Promotion-related materials, including, but not limited to, any point of sale, television, print or online advertising, and/or any instructions or interpretations of these T&Cs given by any representative of the Sponsor, these T&Cs shall prevail, govern, and control to the fullest extent permitted by law. The invalidity or unenforceability of any provision of these T&Cs 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 T&Cs 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.

Sponsor reserves the right to change, modify and/or eliminate the Promotion and/or all or any portion of these T&Cs or any policy, or guideline pertaining to the Promotion at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to the Sponsor's Website, and you waive any right you may have to receive specific notice of such changes or modifications. Your participation in the Promotion confirms your acceptance of these T&Cs and any such changes or modifications; therefore, you should review these T&Cs and applicable policies frequently to understand the terms and conditions that apply. If you do not agree to the T&Cs, you must stop participating in the Promotion.

GOVERNING LAW; DISPUTES: To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these T&Cs or the rights and obligations of Participants, Sponsor or any of the other Released Parties in connection with the Promotion will be governed by and construed in accordance with the laws of the state of Illinois 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 Chicago, IL in any action to enforce (or otherwise relating to) these T&Cs or relating to this Program.

RELEASE OF LIABILITY: By participating in the Promotion, all Participants on behalf of themselves, their executors, heirs and assigns, agree to release, discharge, indemnify and hold harmless Sponsor, Issuer (as defined below), Administrator, owners and tenants of the shopping center, Qualifying Restaurants, advertising agencies, and their respective parents, subsidiaries, affiliates, and all of their respective officers, directors, shareholders, employees and agents (collectively, "**Released Parties**") from any and all liability, claims or actions of any kind whatsoever for injury, loss, damage, or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including without limitation lost profits or lost savings), whether based on contract, tort, strict liability or otherwise, that arises out of or is in any way connected with participation in the Promotion or out of the acceptance, use, misuse or possession of any code, product or service attained or purchases as a result of this Promotion. Released Parties are not responsible for: i) late, lost, inaccurate, incomplete, stolen, damaged, delayed, or undelivered communications or the inability of a Participant to obtain the gift; ii) administrative, device, service, or computer malfunctions that prevents the recipient from accessing applicable websites, information, or the offer.

LIMITATIONS OF LIABILITY: The Released Parties assume no responsibility or liability for: i) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, submissions, communications, Rewards, gifts, redemptions, or emails; ii) any incorrect or inaccurate registration information, or for any faulty or failed electronic data transmissions; iii) any unauthorized access to, or theft, destruction or alteration of Submissions or registrations at any point in the operation of this Promotion; iv) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; v) inaccessibility or unavailability of the Internet or a website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of registrations, submissions, redemptions, or in any other Promotion-related materials;

or vi) any injury or damage to Participant's, or to any other person's, computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, pandemics, business disruptions, employee layoffs, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Sponsor reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part.

NO WARRANTY: Sponsor makes no warranty of any kind regarding the Promotion, which is provided on an "as-is" and "as available" basis. Sponsor expressly disclaims any representations or a warranty that the Promotion will be error-free. Sponsor further disclaims any warranty as to the accuracy, completeness and timeliness of any content or information distributed with respect to the Promotion. Sponsor expressly disclaims all warranties and conditions, including implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade. Some jurisdictions do not allow the disclaimer of implied warranties, so this warranty disclaimer may be limited in its applicability to you.

CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE PROMOTION OR ITS WEBSITES, INTERFERE WITH COMMUNICATIONS, OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

PRIVACY POLICY: By entering this Promotion, each Participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing, and using any personal information submitted for the purpose of administering the Promotion and in accordance with Sponsor's posted Privacy Policy and Terms of Use. This section does not limit any other consent(s) that a Participant may provide Sponsor. Any personally identifiable information collected during participation in the Promotion will be collected by Sponsor or their agents and used by Sponsor and Snipp and their respective affiliated companies and agents for administration and fulfillment of this Promotion as described in these T&Cs, and in accordance with, as applicable, the published Privacy Policies and Terms of Use. By participating, you agree to our Privacy Policy and Terms of Use available on the Submission form. Sponsors' Privacy Policy and Terms also available at [BrookfieldPropertiesRetail.com](https://www.brookfieldpropertiesretail.com).

Sponsor is Brookfield Properties Retail Inc ("BPRI").

Reward is issued by Bancorp Bank, Member FDIC, pursuant to a license from Mastercard ("Issuer")

Administrator is Snipp Interactive Inc. ("Administrator")

Qualifying Restaurants are not involved with sponsoring or administering this Promotion in any way, by participating, Participants acknowledge and agree that the Qualifying Restaurants are not liable for any issue related to the Promotion since they neither created it nor are they involved with any aspect of administering it. Restaurants not located at one of the mall locations listed are not Qualifying Restaurants.

Qualifying Restaurants

Click [here](#) for a list of eligible restaurants and mall locations.