

Energizer® Brand Battery – \$5 The Home Depot® eGift Card Offer
Terms and Conditions

The *Energizer®* Brand battery \$5 The Home Depot® eGift Card Offer (“Offer”) is only open to legal U.S. residents currently residing in the 50 United States or District of Columbia (“D.C.”) who are 18 years of age or older (19 or older in AL and NE, 21 or older in MS). Offer void outside the 50 United States and D.C. and where prohibited, licensed, taxed or restricted by law. Only actual purchasers of eligible participating products may participate in this Offer. The following may NOT participate in this Offer: groups, clubs or organizations; employees of Energizer Brands, LLC (“Sponsor”) and its affiliates, subsidiaries, and advertising, promotion and fulfillment agencies. By participating in the Offer, participants agree to abide by and be bound by these Terms and Conditions and the decisions of the Sponsor, which shall be final in all matters relating to the Offer.

1. HOW TO PARTICIPATE: The Offer begins October 1, 2016, at 12:00:01 AM Pacific Time (“PT”) and ends on January 30, 2017, at 11:59:59 PM PT (“Offer Period”). To participate in the Offer, purchase at least \$15 (before tax and after any coupon savings) worth of any *Energizer®* Brand battery products (“Products”) in a single transaction at any The Home Depot® store during the Offer Period (a “Qualified Purchase”). **Separate purchase transaction receipts of Products to meet the \$15 Qualified Purchase will not be accepted.** Then, take a photo of (or scan) your entire original receipt clearly showing your Qualified Purchase (including purchase amount) along with the date, time and location of purchase and receipt total (“Receipt”), and submit it for Offer redemption using one of the following methods:

- a) **TEXT:** Text the keyword “**THD5**” to **811811** to receive a text message with instructions on how to submit your Receipt. You will first receive a text message with instructions on how to opt out of receiving text messages if you choose to, along with a disclosure that you may receive up to ten (10) automated text messages to the mobile number you provide in order to redeem the Offer. You will also be given instructions for uploading your Receipt. Upon successfully uploading your Receipt, you will receive a text with a link to the Offer registration form where you will be asked to provide your name, e-mail address, complete mailing address (no P.O. Boxes) and phone number.
- b) **ONLINE:** Visit www.thd5.energizer.com (“Web site”) and follow the instructions to upload your Receipt and complete the Offer registration form as indicated above.
- c) **E-MAIL:** E-mail your Receipt as an attachment to thd5@energizer.com. Upon emailing your Receipt, you will receive an e-mail with a link to the Offer registration form which you will be asked to complete as indicated above.

Receipts must be received by 11:59:59 PM PT on February 28, 2017, regardless of the method of submission. You may only submit a Receipt once; duplicate submissions of the same Receipt will be disqualified. Any Qualified Purchase amounts over \$15 will not be credited toward or applied to subsequent Offer redemption(s). All Receipts are subject to verification; please allow approximately forty-eight (48) hours for Receipt validation.

It is recommended that you retain your original sales receipt until you receive your Reward (as defined below). Receipts have no cash value. Receipts may not be reproduced, copied, purchased, traded, auctioned or sold and cannot be redeemed in-store or in any manner other than that which is provided in these Terms and Conditions. Receipts are nontransferable and will be void if they are tampered with or are obtained outside authorized, legitimate channels. Sponsor reserves the right, in its sole discretion, to substantiate Receipts and Offer redemption requests and to require any participant to provide additional identification, documentation, original UPC codes and/or original sales receipts for purposes thereof. Proof of submission of a request does not constitute proof of receipt of request by Sponsor.

Important Information re: Text Messages: By participating via text message, you consent to receive up to ten (10) one-time automated text messages from Snipp Interactive Inc. (“Snipp”), to the number you provided. Message and Data Rates may apply. You understand that consent to receive text messages is not required to make a purchase. The text message you send is your electronic signature agreeing to these terms and giving electronic written consent to receive automated text messages from Snipp and/or Sponsor. *Carrier-specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement.* SMS may not be available for all service providers or for all handsets. Cellular phone carrier’s instructions for text messaging may be different. Check your phone capabilities for specific instructions. Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to participate via text messaging, you agree to accept all applicable charges associated therewith. Wireless service providers may charge for each text message, including any error message that is sent and received in connection with the Offer. Sponsor, in its sole discretion, may add or delete a cellular carrier at any time, without notice. You may text **STOP** to **811811** at any time to stop receiving text messages, or **HELP** to **811811** for help.

2. REWARD/ REWARD REDEMPTION: Upon Receipt validation, your request will be processed and you will be delivered a Claim Site and Secret code by e-mail, to the e-mail address provided when you registered for the Offer, with instructions on how to redeem your \$5 The Home Depot® eGift Card (“Reward”). The Reward will be delivered in the form of a printable Gift Card that you may use for online or in-store purchases. Claim Site and Secret Code: (A) may not be reproduced, copied, purchased, traded, auctioned or sold or used in any manner other than that which is provided in these Terms and Conditions; (B) are nontransferable; and (C) are void if they contain printing, mechanical, production, typographical or other errors, or if they are obtained outside authorized, legitimate channels. Sponsor’s sole liability for any defective or erroneous Claim Site/Secret Code is limited to replacement with another Claim Site/Secret Code (as applicable), while supplies last. Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Claim Site/Secret Code, including but not limited to their quality, mechanical condition or fitness for a particular purpose.

MAXIMUM OF FOUR (4) REWARDS PER PERSON/HOUSEHOLD/E-MAIL ADDRESS.

3. RELEASE OF LIABILITY: By participating in this Offer, you agree to release and hold harmless the Sponsor, The Home Depot, Inc., Snipp Interactive, Inc. and their respective parent companies, subsidiaries, affiliates, retailers and advertising and promotions agencies and all of their respective officers, directors, shareholders, employees and agents (collectively, "Released Parties") from and against any and all liability or damages arising from or in connection with your participation in the Offer and/or the acceptance, redemption, use, misuse, or possession of a Secret Code or Reward, or any goods or services purchased therewith, including, but not limited to, liability arising from or in connection with third-party claims. The Released Parties are not responsible for late, lost, incomplete, illegible, delayed, inaccurate, garbled, undelivered or misdirected requests, e-mail, texts, mail, Secret codes or Rewards, or other errors or problems of any kind relating to or in connection with the Offer, whether printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Offer, in any Offer-related materials, or on the Claim Site. The Released Parties are further not responsible or for any damage to any computer system or mobile device resulting from participation in the Offer or accessing or downloading information in connection with the Offer. Sponsor reserves the right in its sole discretion to edit, modify or cancel any portion of this Offer in the event it is not capable of running as planned.

4. GENERAL: Offer subject to all applicable federal, state and local laws and regulations. Sponsor bears no responsibility for any aspect of a Secret Code or Reward after delivery to participant. Any issues in connection with Secret Code or Reward after receipt by participant must be directed to The Home Depot, Inc. Sponsor may, in its sole discretion, substitute an item of equal or greater value if the Reward becomes unavailable for any reason. Receipts that Sponsor determines to have been obtained through unauthorized means or illegitimate channels will be void. Fraudulent redemption requests, Secret Codes or Rewards (as determined by Sponsor in its sole discretion) will not be honored and could result in criminal or civil action to the extent allowed by law. Duplicate requests and requests from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs or organizations will be void. Sponsor reserves the right at its sole discretion to reject participation of any individual who Sponsor determines, in its sole discretion: has tampered with or attempted to tamper with the Offer redemption process or the operation of the Offer or the Web site; has violated the Offer Terms and Conditions in any way; or has acted in a disruptive, harassing or otherwise improper or illegal manner. Any attempt by any person to deliberately undermine the legitimate operation of the Offer may be a violation of criminal and/or civil law, and, should such an attempt be made, Sponsor reserves the right to disqualify and seek damages from any such person to the fullest extent permitted by law. All Offer requests become the property of Sponsor and will not be returned

5. PRIVACY: Any personally identifiable information collected from participant during participation in the Offer will be collected by Sponsor or its agents, and used by Sponsor and its respective affiliated companies and agents for administration and fulfillment of

this Offer as described in these Terms and Conditions, and in accordance with Sponsor's Privacy Policy located at

| <http://www.energizerholdings.com/en/pages/privacypolicy.aspx>.

6. SPONSOR: Energizer Brands, LLC, St. Louis, MO 63141

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