

**Sweet Earth Satisfaction Guarantee Taste Promise  
Official Terms and Conditions**

**PURCHASE IS NECESSARY. INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED.**

**1. AGREEMENT TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS:**

By submitting a receipt into this Program (defined below in Section 2), 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**

Sweet Earth Satisfaction Guarantee Taste Promise (the “**Program**”) begins on May 1, 2021 at 12:00:00 a.m. Eastern Time and ends on March 15, 2022 at 11:59:59 p.m. Eastern Time (the “**Program Period**”). Participation in the Program is only open to legal residents of the 50 states in the United States and the District of Columbia, 18 years of age or older (19 or older in AL or NE, 21 or older in MS) at the time of participation (each such resident, a “**Participant**”, or “**you**”). Nestlé USA (the “**Sponsor**”), Snipp Interactive Inc., 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: **1 Rebate per Participant/receipt up to \$9.35 USD.**

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 eligible Participants who are unhappy with their purchase of Participating Product(s), the opportunity to receive a refund of the total receipt price (including tax) of one (1) Participating Product up to a maximum of \$9.35 USD via Paypal or Physical Check (the “**Rebate**”) when they purchase 1 (one) package of Awesome Burger 2.0 (the “**Participating Product**”, defined below in this Section 3) from a Participating Retailer (defined below in this Section 3), while supplies last, in one (1) transaction (one (1) single sales receipt) during the Purchase Period (defined below in Section 4). One (1) **Rebate per Participant/receipt up to \$9.35 USD.** Actual amount of rebate may vary, based on purchase price. See Section 5 for how to submit a request to participate, and to participate in this Program.

<b>Eligible Product SKU #</b>	<b>Full Description</b>	<b>SRP</b>
16741000933	Awesome Burger 2.0	\$8.50

All retailers in the 50 states in the United States and the District of Columbia are the authorized \*participating retail stores for the purposes of this Program (the “**Participating Retailers**” and each a “**Participating Retailer**”).

**4. PROGRAM PERIOD AND KEY DATES**

To be eligible to receive a Rebate, the purchase of the Participating Product (as defined in Section 3) must be made within one (1) transaction (on one (1) single sales receipt) at a Participating Retailer (as defined in Section 3) between March 15, 2021 at 12:00:00 a.m. Eastern Time and February 13, 2022 at 11:59:59 p.m. Eastern Time (the “**Purchase Period**”), while supplies last and in full compliance with these Terms and Conditions. Receipt (as defined in Section 5 below) must be received on or before 11:59:59 p.m. Eastern Time on March 15, 2022 (the “**Submission End Date**”) in accordance with these Terms and Conditions. Rebates must be used in accordance with these Terms and Conditions and in accordance with the Rebate Provider Terms (defined below in Section 8) on or before a date as may be set out in the Rebate Provider Terms. Each Rebate is unique and can only be used up to the value of the Rebate. Each Rebate will automatically expire on the Rebate Expiration Date, if any. Please review your Rebate for any Expiration Date.

**5. HOW TO PARTICIPATE**

Participant may participate in the Program by purchasing a package of Awesome Burger 2.0, with the SKU number provided in Sec. 3, the Participating Product. Should you try the Participating Product and not be satisfied with it, you may submit your receipt, following the below guidelines, for your Rebate. The Participating Product must have been purchased from a Participating Retailer during the Purchase Period. You must ensure that the applicable sales receipt identifies the Participating Retailer and date of purchase (ensure it is within the Purchase Period - as defined in Section 4 above). Then, take 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, an "Image") (note: Participant are encouraged to blank out any personal information that appears on the sales receipt) and submit a request to participate in the Program, along with the Image, by using only the submission methods detailed below (the "Submission"). If your receipt is too long to get the all required information into the image, please carefully fold the receipt so that the name of the Participating Retailer, the receipt date, and the starred or checked Participating Product is visible, and take a picture of the receipt folded in this manner. Then, to submit:

- (i) **Email to Enter.** Participant emails Submission to [redeem@besatisfiedrebate.com](mailto:redem@besatisfiedrebate.com). Upon submission, Participant 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, Full Name, Complete Mailing Address, Email Address and Phone Number), selecting their Payment Preference (PayPal or Physical Check) and by accepting any required terms and conditions and privacy policies.
- (ii) **Visit Program Site to Submit.** Participant may also go to the Program Site (<https://www.besatisfiedrebate.com>). Participant will receive further instructions on uploading the Submission 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), selecting their Payment Preference (PayPal or Physical Check) and accepting any required terms and conditions and privacy policies.

All Submissions must be received by the earlier of 11:59:59 p.m. Eastern Time on the Submission End Date, or the supply of Rebates being exhausted to be eligible to receive a Rebate.

\*\*Provision of link to registration form via email merely indicates that photo of 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.

## 6. PROCESSING OF SUBMISSION:

Processing of an Submission will take 48 hours from the time the Submission is received by or on behalf of the Sponsor. Once a Participant's Submission is processed, such Participant will be notified by email whether such Submission has been successfully validated (proceed to Section 7 and Section 8) or a reason why such Submission could not be processed at such time, as determined by the Sponsor in its sole and absolute discretion. It is the responsibility of the Participant 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 a Participant's mailbox to receive e-mail messages or other communications. All Submissions 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 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 Submissions 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 Submission 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, 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 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 Sponsor.

## 8. DELIVERY OF REBATES

Participants who are eligible to receive a Rebate (as determined by the Sponsor, in its sole and absolute discretion and in accordance with these Terms and Conditions) will receive the Rebate via Email (PayPal) or delivery to the address provided upon registration (Physical Check), depending on the Rebate type chosen at registration. Rebates will only be delivered to the applicable email address or mailing address the Participant provided when Entering or registering for the Program, subject to verification or eligibility and compliance with these Terms and Conditions. No responsibility is assumed by the Released Parties for any emails or deliveries that are returned as undeliverable, or for any Rebate after it has been sent to the Participant. Allow at least 24 hours from successful validation of Submission for delivery of Paypal Rebates. Allow at least 4-6 weeks from successful validation of Submission for delivery of Physical Check Rebates. Each Rebate will be delivered separately. Rebates must be redeemed in accordance with these Terms and Conditions.

To use the Rebate follow the Rebate Instructions provided in the communication used to send the Rebate, subject in all cases to the terms and conditions imposed by the issuer/provider of the Rebate including the terms and conditions set out below (the “**Rebate Provider Terms**”):

**Paypal Disclaimer.** \*PayPal is not a sponsor of the Rebates or Program or otherwise affiliated with Sponsor. The logos and other identifying marks attached are trademarks of and owned by each represented company and/or its affiliates. Please visit each company's website for additional terms and conditions of use, and the PayPal privacy policy. If you have chosen to receive your rebate via PayPal, you must have a PayPal account in good standing, or sign up for one, and you are subject to the following PayPal Terms and Conditions found here: <https://www.paypal.com/us/webapps/mpp/ua/legalhub-full>.

The Program Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted, blocked, inaccessible, delayed, or undelivered Rebates (including a Code, if applicable) 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), Rebates (including Codes, if applicable) 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 Rebates, Codes or other transmissions which are not timely received in an uncorrupted form (or received at all) by Participants 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 Rebates which are returned as undeliverable mail or otherwise not received by Participants for any reason.*

All aspects of each Rebate will be determined by the Sponsor in its sole and absolute discretion subject to availability. Each Rebate 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 Rebate or a component thereof with a refund of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. Rebates 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 Submission in question. Rebate recipients are solely responsible for all costs and expenses that are not specifically and expressly included in the Rebate description above. The Participant is responsible for any damage/loss due to use of a Rebate. 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 Rebate. **There are the following limits: 1 Rebate per Participant/receipt up to \$9.35 USD. Actual rebate amount may vary.**

## 9. 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 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 RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE

## SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Rules. 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 to enter. In its sole and absolute determination, the Sponsor 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 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; (iv) any injury or damage to a Participant's or any other person's computer or other device related to or resulting from participating in the Program; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

In the event of a dispute regarding who submitted an Submission, the 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 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. A Participant 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.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Program (or to amend these Rules) 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 Rules, 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 Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

By entering this Program, 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 Program and in accordance with Sponsor's privacy policy (available at: <http://privacy.nestleusa.com/>). 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. If a Participant elects to receive their Rebate via PayPal, PayPal Terms & Conditions and Privacy Policy also require consent of the Participant. Paypal is in no way a sponsor or affiliate of this Program.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Program mechanics stipulated in these Terms and Conditions, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any Participant, Submission and/or other information with these Terms, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Program as contemplated in these Terms and Conditions, or for any other reason.

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, 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 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 consent to the exclusive jurisdiction and venue of the courts located in Ohio in any action to enforce (or otherwise relating to) these Rules or relating to this Program.

**10. SPONSOR**

**Nestle USA, Inc., 30003 Bainbridge Road, Solon, OH 44139**