

Date: January 16, 2025
Client: Nestlé Purina Pet Care Company
Promotion: PETIVITY® Sweepstakes
Subject: Terms & Conditions- (Final)

Legal Disclosures:

ABBREVIATED RULES:

NO PURCHASE NECESSARY TO ENTER OR WIN. Nestlé Purina Pet Care "Purina Perks Petivity® Sweepstakes" is open to legal residents of 50 U.S. & D.C., who are 18 and older (or 19 for residents of AL & NE) and are Purina Perks loyalty members. THIS PROMOTION IS NOT OPEN TO THE GENERAL PUBLIC. Starts at 12:00:01 AM CT on 01/24/2025 and ends at 11:59:59 CT on 01/31/2025. (10) Cat winners one (1) Petivity® Smart Litter Box Monitor (ARV \$149.99/ea.) and (10) Dog winners one (1) Petivity® Microbiome Analysis Kit (ARV \$149/ea.). Odds of winning depend on the total number of entries received in each Pool. For full official rules and how to enter, visit FAQ section of www.purina.com/purina-perks. Void where prohibited, restricted, or taxed by law. Sponsor: Nestlé Purina Pet Care Company, 1 Checkerboard Square, St. Louis, MO 63164.

Official Rules:

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE SWEEPSTAKES EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

- 1. Eligibility:** The Nestlé Purina PetCare "Purina Perks Petivity® Sweepstakes" (the "Sweepstakes") is open only to legal residents of the 50 United States and District of Columbia who are 18 years or older (or 19 if resident of AL or NE) and are members of the Purina Perks loyalty program at the time of entry. THIS PROMOTION IS NOT OPEN TO THE GENERAL PUBLIC. Void where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of Nestlé Purina PetCare Company, 1 Checkerboard Square, St. Louis, MO 63164 (the "Sponsor"), Snipp Interactive Inc., 6708 Tulip Hill Terrace, Bethesda, MD, 20816, (the "Administrator")(collectively with Sponsor the "Released Parties"), and any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Sweepstakes Period:** The Sweepstakes starts at 12:00:01 AM Central Time ("CT") on January 24, 2025, and ends at 11:59:59 PM CT on January 31, 2025 ("Sweepstakes Period").
- 3. How to Enter.** There will be two (2) separate entry pools in this Sweepstakes: a Dog prize pool where winners in the pool will receive a dog prize ("Dog Pool"), and a Cat prize pool where winners in the pool will receive a cat prize ("Cat Pool"). To enter the Sweepstakes, open your myPurina app (on Apple

or Android) and log in using your Purina Perks member log-in ("Rewards Account"). Once logged in, open the Rewards Catalog and find and add the Dog or Cat Sweepstakes Entry item to your Rewards Cart, and complete the checkout process to receive one (1) entry into the Sweepstakes random drawing. You may enter the dog and cat sweepstakes, but you may only enter each sweepstakes one (1) time. All entries must be submitted by 11:59:59 PM CT on January 31, 2025, to be eligible for the Sweepstakes random drawing. Sponsor is not responsible for any technical issue relating to the entry.

4. **Winner Selection and Notification:** Ten (10) Grand Prize winners will be randomly selected from the Dog Pool, and ten (10) Grand Prize winners will be randomly selected from the Cat Pool, to be conducted by Administrator on February 7, 2025, from among all eligible entries received in each Pool. The potential Grand Prize winners will be notified by Administrator or Sponsor via email to the email address associated with the potential winner's Rewards Account to be sent on or about the day of the random drawing ("Notification"). Each potential Grand Prize winner must respond via email, within **72 hours** from the Notification sending the email to the potential Grand Prize winner, or prize will be forfeited and awarded to an alternate winner, time permitting. Odds of winning depend on the total number of entries received in each Pool.
5. **Prizes and Approximate Retail Values ("ARVs"):**

Ten (10) Dog Grand Prizes – One (1) Petivity® Microbiome Analysis Kit **ARV: \$149.00 each.**

Ten (10) Cat Grand Prizes – One (1) Petivity® Smart Litter Box Monitor **ARV: \$149.99 each.**

Total ARV of all prizes: \$2,989.90.

Prizes are non-transferable, and not substitutable and not redeemable for cash. In the event that all items are not available at the time of drawing, Sponsor may substitute the prize or offer for one of equal or greater value at Sponsor's sole discretion for any reason. Grand Prize winners may be required to sign an affidavit of eligibility, liability and/or publicity release ("Prize Release") prior to issuance of a prize. The winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

6. **Claiming the Prize:** In order to collect the Grand Prize, the potential Grand Prize winners will be required to verify their mailing addresses to Sponsor and provide the Prize Releases to Sponsor (if applicable), **within 72 hours** of being notified they are a winner. Upon receipt of the Prize Release, if applicable, or upon receipt of verification of the mailing address, Sponsor or Administrator will mail the Grand Prize to the winners. In the event a potential Grand Prize winner fails to verify their address or any required documents within the timeframe provided by Sponsor, they will forfeit their right to the Grand Prize, and an alternate may be selected at Sponsor's sole discretion, time permitting. Sponsor is not responsible for lost, late, delayed, damaged, stolen or mutilated mailing of any prize. All unclaimed or returned prizes remain the property of Sponsor. Administrator/Sponsor are not responsible for emails that are lost, misdirected, unopened, or for any technical glitches associated with the sending of the offer in email.
7. **Participation Conditions/Release/Consent to use Likeness:** By participating, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury

arising out of or relating to a participant's participation in this Sweepstakes, and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor's use for promotional purposes of his/her likeness, voice and/or address (city/state) without any additional compensation.

8. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made pandemic or epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other Sweepstakes or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prize described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules 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 rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
9. **Limitations of Liability:** The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited, to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the participation process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of phone calls; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize.
10. **Privacy Policies and Data Collections:** Information provided by you for this Sweepstakes on the entry form is subject to Sponsor's privacy policy: www.purina.com/privacy-policy. By entering this Sweepstakes, each entrant agrees that the Sponsor and/or Administrator has the right to contact the entrant by phone, direct message, or email accounts provided on the Entry Form to administer and fulfill this Sweepstakes.
11. **Disputes/Governing Law:** Entrant agrees that: any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, other than those concerning the administration of the Sweepstakes or the determination of Winners or for any disputes arising from the loss or injury from the participation in a Prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of Prizes) shall be submitted to final, binding arbitration conducted in Missouri under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before

a single, neutral arbitrator who is a former or retired Missouri state or federal court judge with experience in entertainment matters who shall follow Missouri law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Missouri, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Released Parties shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Missouri. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Missouri; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules (whether of the State of Missouri or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri.

12. **Official Rules:** For a copy of these Official Rules see the FAQ section of the Website, www.purina.com/purina-perks during the Sweepstakes Period.
13. **Sponsor:** Nestlé Purina PetCare Company, 1 Checkerboard Square, St. Louis, MO 63164.
Administrator: Snipp Interactive, Inc., 6708 Tulip Hill Terrace, Bethesda, MD, 20816.