Danone-Activia Promotion
Get a FREE $10 Sobeys Gift Card with a qualifying purchase of $50 including 3 participating Activia products.
(the "Offer")

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 Offer 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 Offer, 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 Offer, you must be a legal resident of Canada (excluding Quebec), be located in Canada (excluding in Quebec), have reached the age of majority in your province or territory 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 or representative of Danone Canada, the "**Sponsor**"), Snipp Interactive Inc. (the "**Administrator**"), LPi Group Inc. (the **"Fulfillment Manager**"), 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 Offer (collectively, the "**Offer Parties**"), including suppliers of materials or services related to the Offer, 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 Offer, then he/she may be disqualified from the Offer in the sole and absolute discretion of the Sponsor. The Offer 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 OFFER

The Sponsor is offering eligible customers, as defined above in Section 2, the opportunity to receive one (1) ten ($10.00 CDN) Canadian dollars physical Sobeys Grocery Gift Card, which will be sent by mail (the "**Gift Card**"), for one (1) qualifying purchase of fifty ($50.00 CDN) Canadian dollars (after discounts and before taxes) including three (3) or more Participating Products (defined below), within one (1) single transaction, from any Sobeys and Safeway retail stores in Canada (excluding in Quebec) (each, a "**Participating Retailer**") during the Purchase Period (as defined below) (hereinafter a "**Qualifying Purchase**" or collectively "**Qualifying Purchases**"). While supplies of Gift Cards and Participating Products last. See Section 6 to learn more on how to participate in this Offer. All terms and conditions of the Gift Card apply. **The following limits apply: 1 Gift Card per participant for the entire Offer Period (defined below).**

Exhibit A to these Terms lists out the authorized participating products for the purpose of this Offer (while supplies last, and subject to inventory) (the "**Participating Products**").

Purchases of Participating Products made through any other retailers or online websites will not be accepted and will not be eligible for this Offer.

4. OFFER PERIOD; PURCHASE PERIOD AND KEY DATES

To be eligible, Qualifying Purchases, as described in Section 3, must be made between April 29, 2021 at 12:00:00 am Eastern Daylight Time (EDT) and May 26, 2021 at 11:59:59 pm EDT (the "**Purchase Period**"), at an authorized Participating Retailer. Requests (as defined below) may be submitted anytime between April 29, 2021 at 12:00:00 am EDT and June 2, 2021 at 11:59:59 pm EDT (the "**Offer Period**") and must be received on or before 11:59:59 PM EDT on June 2, 2021 (the "**Offer Closing Date**").

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

5. HOW TO PARTICIPATE

To take advantage of the Offer, an eligible participant must follow the steps listed below:

(A) As more fully detailed in Section 3 above, make a Qualifying Purchase of fifty ($50.00 CDN) Canadian dollars or more (after discounts and before taxes) including three (3) or more Participating Products within one (1) single transaction, from an authorized 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 of his/her Qualifying Purchase in its entirety (such photograph, a "**Receipt Image**"). Participant must ensure that the Receipt Image identifies the Participating Retailer and date of purchase. Participants are encouraged to blank out any personal information that appears on the Receipt Image); and

(c) On or before the Offer Period end Date, following any of the submission methods listed below, submit his/her Receipt Image (each such submission, a "**Request**"):

(i) **Text to Offer Site Link – Visit Offer Site to Enter.** Text the keyword WIN to **811811.** You will receive a one-time text message in response, with a link to the Offer Site (https://BuyandWin21.ca) (the "**Offer Site**") for further instructions on submitting the Request and registering for the Offer; allow approximately 30 minutes to receive the link**. Thereafter, you will go to the Offer Site (https://BuyandWin21.ca) where you will receive further instructions on submitting the Receipt Image and registering for the Offer. 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 and Request (including accepting any required terms and conditions) and register for the Offer.

(ii) **Visit Offer Site to Submit**. Visit the Offer site (https://BuyandWin21.ca). You will receive further instructions on uploading the Receipt Image and registering for the Offer. Complete the registration form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State/Province, Zip/Postal Code, E-Mail, Phone Number). Follow instructions and submit Receipt Image and Request (including reading and accepting any required terms and conditions) and register for the Offer.

**Provision of link to registration form via text message or email merely indicates that photo of Receipt 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.

Participants must complete all of the steps above to be eligible to receive their Gift Card, which will be sent via physical mail, 4 - 6 weeks after the Offer Closing Date. Without the information supplied via registration, we cannot send you your Gift Card.

IMPORTANT: YOU MUST KEEP YOUR ORIGINAL SALES RECEIPT. The Sponsor reserves the right to request from a person the original sales receipt used for the purposes of this Offer for further verification purposes at any time and for any reason.

NOTE: If you have any questions in regards to your submitted Request, please visit the Offer Site at https://BuyandWin21.ca, check any applicable FAQ webpage and/or email help@BuyandWin21.ca.

5A. YOUR CONSENT

By *texting "WIN" to 811811, you grant permission and consent to receive from Snipp Interactive, on behalf of Danone Inc., up to 3 promotional text messages pertaining to this promotion only, via an automatic telephone dialing system to the number you provided and agree to accept all applicable charges associated therewith. **Carrier specific charges for text messages and data may apply for each message sent or received, depending on your individual carrier's cellular pricing plan, in accordance with your cellular customer agreement**. You may only participate in the Offer if you are using a supported device. SMS/MMS 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. Offer Parties make no guarantee that any particular wireless service provider will participate. Check with your service provider for details. Wireless service providers may charge you for each text message, including any error message that is sent and received in connection with the Offer, based on the applicable wireless service plan. You are responsible for all applicable fees and taxes associated with submitting a Request. You may text STOP at 811811 to exit Offer and stop receiving promotional text messages at any time.

6. PROCESSING OF SUBMISSIONS

Processing of a Request will take 48 hours from the time the Request is 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 Administrator 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. Offer 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. Request 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 Offer 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 Offer; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Request and/or other information for the purposes of this Offer; and/or (iii) for any other reasonable reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Offer 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 Offer Parties computers, Administrator or Sponsor. The sole determinant of the time for the purposes of this Offer will be the official time-keeping device(s) used by the Administrator.

8. DISTRIBUTION OF GIFT CARDS

A total of 2,000 Gift Cards are available for distribution as part of this Offer (the "Gift Cards Pool"). This Offer will immediately terminate once all Gift Cards in the Gift Cards Pool have been distributed.

If you are eligible to receive a Gift Card, you will receive such Gift Card via physical mail at the mailing address you provided during registration within four to six weeks of the Offer Closing Date.

No responsibility is assumed by the Released Parties for any mailings that are undeliverable. Gift Cards must be accepted as described herein and redeemed in accordance with these Terms and any instructions that may be set out in the mailing associated with the Gift Card (the "**Gift Card Instructions**"). Gift Cards are subject to the terms and conditions of the issuer, including the terms and conditions which can be found at https://www.sobeys.com/en/gift-cards-every-occasion

The Offer Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted or undelivered Gift Cards or transmissions (whether sent by or to you), regardless of cause. *The Offer 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 Offer 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), Gift Cards 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, Offer Parties expressly disclaim any and all liability for Gift Cards 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. Offer Parties further*

disclaim any and all liability for physical Gift Cards which are returned as undeliverable mail or otherwise not received by you *for any reason.*

All aspects of each Gift Card will be determined by the Sponsor in its sole and absolute discretion subject to availability. Each Gift Card 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 Gift Card 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. Gift Cards 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 Gift Card. By participating in the Offer, 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 Offer or out of the acceptance, use, misuse or possession of any Gift Card. **There are the following limits: One (1) Gift Card per participant for the entire Offer Period.**

9. MODIFICATION AND/OR TERMINATION OF OFFER (INCLUDING OFFER PERIOD)

Sponsor reserves the right to modify the Offer, including without limitation the Terms governing the Offer (including, without limitation, the Gift Cards Pool, at any time, with or without notice. Continued participation in the Offer after such action by Sponsor constitutes acceptance of any modification to the Offer, including changes to the Terms.

The Offer is scheduled to begin on **April 29, 2021** at 12:00:00 a.m. Eastern Daylight Time and is scheduled to end on **May 26, 2021** at 11:59:59 p.m. Eastern Daylight Time, or such earlier date when all available Gift Cards have been distributed. Sponsor in its sole discretion reserves the right to shorten, extend, suspend, modify or cancel the Offer (including the Offer 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 Offer (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 Offer 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 Offer 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 Offer, 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 Offer is subject to all applicable federal, state, and municipal laws. The decisions of the Sponsor with respect to all aspects of this Offer 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: (i) any failure during the Offer; (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 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; (iv) 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 Offer; (v) anyone being incorrectly and/or mistakenly identified as having a valid receipt or having fulfilled the purchase requirement; and/or (vi) any combination of the above.

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 Offer, you expressly consents to the Sponsor, Administrator, their agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Offer and in accordance with Sponsor's privacy policy (available at: https://www.danone.com/footer/privacy.html). 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 Offer-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 Offer will be governed by and construed in accordance with the domestic laws of Ontario, 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 Ontario, in any action to enforce (or otherwise relating to) these Terms or relating to this Offer.

11. SPONSOR/ADMNISTRATOR

Sponsor: Danone Canada., 100 Rue de Lauzon. Boucherville, QC J4B 1E6, Canada ("**Sponsor**")
Administrator: Snipp Interactive Inc., Suite 1700, 666 Burrard Street, Vancouver, BC, V6C 2X8, Canada("**Administrator**")

EXHIBIT A

A. **Participating Products**

BRAND	ENGLISH DESCRIPTION	SALES UNIT UPC	SOBEYS CODE
ACTIVIA	DANONE ACT YOG V/S/R/CH L/FR 100G 4X12PK	5680009126	630665
ACTIVIA	DANONE ACT YOG S/BL/P/M L/FR 100G 4X12PK	5680009127	630667
ACTIVIA	DANONE ACT YOG BL/BB/DB/BC 100G 4X12PK	5680019351	675808
ACTIVIA	DANONE ACT YOG LACTOSE FREE 100G 4X12PK	5680019352	681043
ACTIVIA	DANONE ACT YOG FF SB/V/RS/PC 100G 4X12PK	5680019560	145052
ACTIVIA	DANONE ACTV YOG S/BERRY MNGO 100G 4X12PK	5680024914	697153
ACTIVIA	DANONE ACT YOGURT STRAWBERRY 100G 4X12PK	5680043029	233417
ACTIVIA	DANONE ACT YOGURT VAN B/B 100G 4X12PK	5680043030	233419
ACTIVIA	DANONE ACT YOGURT R/S/B/P 100G 4X12PK	5680043031	233418
ACTIVIA	DANONE ACTIVIA VC/BC/SKC/PC 100G 4X12PK	5680052280	270310
ACTIVIA	DANONE ACT YOGURT C/AB/SR/R 100G 4X12PK	5680073906	319762
ACTIVIA	DANONE ACT YOG APLARPMANPEC 100G 4X12PK	5680075533	341989
ACTIVIA	DANONE ACT YOGURT VAN LACTOSEFR	5680009128	630670
ACTIVIA	DANONE ACT YOGURT STRD STRAWBERRY	5680009827	437260
ACTIVIA	DANONE ACT YOGURT STIRRED VANILLA	5680009829	437262
ACTIVIA	DANONE ACT YOGURT STIRRED RASPBRY	5680016267	1096
ACTIVIA	DANONE ACT YOGURT FAT FR VANILLA	5680019563	145062
ACTIVIA	DANONE ACT BLUEBERRY	5680034596	219144
ACTIVIA	DANONE ACT YOGURT LEMON	5680073901	321043
ACTIVIA	DANONE ACTIVIA YOGURT CHERRY	5680073902	319751
ACTIVIA	DANONE ACT YOGURT S/B RHUBARB	5680073903	319760
ACTIVIA	DANONE ACTIVIA YOGURT PLAIN PURE 6X650G	5680024917	697113
ACTIVIA	Activia Peach 650g	5680034447	904340
ACTIVIA	Activia Drink Strawberry 8x93ml	5680035576	903503
ACTIVIA	Danone Actva YogDrnk LF Rasp 93ML 6X8Pk	5680041396	953347
ACTIVIA	ACTIVIA TOPPER VANILLA FIBER 3X150G	5680029785	748884
ACTIVIA	DANONE ACT LEMON PINEAPPLE 100G 6X8PK	5680081874	360256
ACTIVIA	DANONE ACT YOG CER RSPCRNCHRY 100G 6X8PK	5680004771	573510
ACTIVIA	DANONE ACT YOG STRD S/B VAN 100G 6X8PK	5680015318	455887
ACTIVIA	DANONE ACT YOGURT STRD VAN 100G 6X8PK	5680015437	1127
ACTIVIA	DANONE ACT YOGURT STWBRY RASP 100G 6X8PK	5680016265	1186
ACTIVIA	DANONE ACT YOG LACT FREE VAN 100G 6X8PK	5680019985	675873
ACTIVIA	DANONE ACT YOGURT RB-CE/PE-CE 100G 6X8PK	5680025408	173727
ACTIVIA	DANONE ACT B/BERRY S/S RHUB 100G 6X8PK	5680034547	219146