TOURISM REBATE INCENTIVE PROGRAM (TRIP) (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 the province of Manitoba, be located in the province of Manitoba, have reached the age of 18 (eighteen) or more at the time of participation, have a valid mailing address and a valid e-mail account. 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) of three (3) of the following rebates:

(1) Hotel Rebate:

A rebate of the total amount (after all taxes and discounts) of the Hotel Receipt (defined below), **up to a maximum of one hundred (\$100 CDN) Canadian dollars** (the "**Hotel Rebate**"), when they in a single transaction (one single Hotel Receipt), purchase and paid in full for, a minimum of a one (1) night stay for a minimum of one (1) person at a Qualifying Hotel (defined below) for a stay at any time during the Offer Period (the "**Qualifying Hotel Purchase**"), and submit the applicable Hotel Receipt before the Offer Closing Date (defined below), while supplies of Hotel Rebates last;

OR

(2) Package Rebate:

A rebate of the total amount (after all taxes and discounts) of the Hotel Receipt, **up to a maximum of one hundred and fifty (\$150 CDN) Canadian dollars** (the "**Package Rebate**), when they, in a single transaction (one single Hotel Receipt), purchase and pay in full for a "package" sold by a Qualifying Hotel comprising of a: (a) minimum of a one (1) night stay for a minimum of one (1) person at a Qualifying Hotel for a stay at any time during the Offer Period; and (b) any add on recreational service (including without limitation, golf, tickets for Qualifying Attractions (defined below), spa treatments etc.), for use at any time during the Offer Period (the "**Qualifying Package Purchase**"), and submit the applicable Hotel Receipt before the Offer Closing Date, while supplies of Package Rebates last;

OR

(3) Attraction Rebate:

A rebate equivalent to fifty (50%) percent of the total amount (after all taxes and discounts) of the Attraction Receipt (defined below) (the "**Attraction Rebate**"), when they, in a single transaction (one single sales receipt), purchase and pay in full for a ticket for a minimum of one (1) person to visit a Qualifying Attraction, for a visit at any time during

the Offer Period, and submit the applicable Attraction Receipt before the Offer Closing Date, while supplies of Attraction Rebates last;

See Section 5 for further details on how to participate in this Offer.

The following limits apply: One (1) Rebate per eligible customer/email address.

A "Qualifying Hotel" is any of the registered hotels or motels in the province of Manitoba set out http://snipp.us/!cgaua.

For the abundance of caution it is hereby clarified that the following accommodations are not Qualifying Hotels and any stays in, or packages purchased from, any such accommodations are **ineligible** for participation in this Offer:

- Staying at a friend or relative's house
- B&Bs, Cabins and Cottages, fishing and hunting lodges
- Rental in private homes (VRBO) (AIRBnB)
- Businesses that are not in good standing or are not registered with the Manitoba Companies Office or do not have a valid and active Business Number.
- Hostels, dormitories, apartment buildings, condominium buildings, hospitals, campgrounds, short-term rental units located in privately-owned homes, apartments and condominiums.
- Accommodations supplied by employers to their employees in premises operated by or on behalf of the employers
- Time-share or life-lease establishments.
- Campgrounds or trailer parks.

A "Qualifying Attraction" is any of the Manitoba Star Attractions set out http://snipp.us/!cgaua.

A "**Hotel Receipt**" is a receipt issued by the applicable Qualifying Hotel confirming full payment by the applicable eligible customer for the applicable stay and/or package during the Offer Period and must contain certain information as set out below.

An "**Attraction Receipt**" is a receipt issued by the Qualifying Attraction confirming full payment by the applicable eligible customer for the ticket to visit the Qualifying Attraction during the Offer Period and must contain certain information as set out below.

A Hotel Receipt and an Attraction Receipt (together, the "Qualifying Receipts", and each sometimes, a "Qualifying Receipt") must contain the following information:

- Qualifying Hotel or Qualifying Attraction name and location
- Eligible customer's name
- Date of stay or date of purchase that falls within the Offer Period
- Description of purchase
- Applicable Federal and Provincial taxes clearly identified on the receipt or
- Applicable GST registration number.
- Amount paid must be clearly identified on the receipt and must show that it has been paid in full.

4. OFFER PERIOD; PURCHASE PERIOD AND KEY DATES

To be eligible, Qualifying Purchases, as described in Section 3, must be made **and used** between August 26, 2021 at 12:00:00 am Central Daylight Time (CDT) and September 12, 2021 at 11:59:59 pm CDT (the "**Offer Period**").

Requests (as defined below) must be submitted and received by September 19, 2021 at 11:59:59 pm CDT (the "**Offer Closing Date**").

The Offer Period and the Offer Closing Date may be modified or terminated at any time at the sole discretion of the Sponsor and without notice.

The Rebates will be delivered via email in the form of either a MasterCard® Prepaid Card or a PayPal® transfer, as selected by the applicable eligible customer during registration must be used in accordance with these Terms and in accordance with the Rebate Provider Terms (defined below) and Rebate Instructions.

5. HOW TO PARTICIPATE

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

- (A) As more fully detailed in Section 3 above, make a Qualifying Purchase within one (1) single transaction, from a Qualifying Hotel or a Qualifying Attraction for use during the Offer Period, and receive a Qualifying Receipt confirming among other things that the stay/visit has been completed and that the amount has been paid in full;
- (B) Take a photograph (png, jpeg, pdf, and tiff file types with a maximum file size of 10MB) of the applicable Qualifying Receipt of the Qualifying Purchase in its entirety (such photograph, a "**Receipt Image**"). Participant must ensure that the Receipt Image clearly identifies the information set out in Section 3 above, and the date of issue. Participants are encouraged to blank out any personal information that appears on the Receipt Image); and
- (C) On or before the Offer Closing Date, following the submission method listed below, submit his/her Receipt Image (each such submission, a "Request"):

<u>Visit Offer Site to Submit</u>. Visit the Offer site (https://tripmb.ca). Eligible customers will receive further instructions on uploading the Receipt Image and registering for the Offer. Eligible customers should then 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) and selecting the form in which they want their Rebate to be sent as (i.e., as a MasterCard® Prepaid Card, or as a PayPal transfer. Follow instructions and submit Receipt Image and Request (including reading and accepting any required terms and conditions) and register for the Offer.

Participants must complete all the steps above to be eligible to receive their Rebate, which will be sent via email to the email address provided during registration 72 hours from successfully qualifying for the Rebate. Without the information supplied via registration, we cannot send you your Rebate.

IMPORTANT: YOU MUST KEEP YOUR ORIGINAL QUALIFYING RECEIPT. The Sponsor reserves the right to request from a person the original Qualifying 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://tripmb.ca, check any applicable FAQ webpage and/or email help@tripmb.ca.

6. PROCESSING OF SUBMISSIONS

Processing of a Request will take 72 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 REBATES

Offer will immediately terminate once the available supply of Rebates have been distributed.

If you are eligible to receive a Rebate, you will receive an email from the Administrator (the "**Email**") to the email address you provided during registration with instructions on how to redeem your Rebate, including by clicking on a provided link (the "**Rebate Instructions**"). Rebates are subject to the terms and conditions of the issuer, including the following:

MasterCard® Disclaimer:

Card is issued by Peoples Trust Company under license from Mastercard International. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. No cash access or recurring payments. Card valid for up to 6 months; unused funds will forfeit after the valid thru date. Card terms and conditions apply.

PayPal® Disclaimer:

*PayPal is not a sponsor of the Rebates or Offer 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.

MasterCard® Specific Terms

If you have chosen to receive your Rebate in the form of a MasterCard® Prepaid Card, you will be given a further choice whether you want to receive it in a digital or physical form.

- If you choose to receive the MasterCard® Prepaid Card in a physical form, a shipping fee of Three Dollars (\$3) per MasterCard® Prepaid Card will be charged to the you, by deducting such amount from the face value of the MasterCard® Prepaid Card and sending you a physical MasterCard® Prepaid Card for the balance
- You have four (4) months from the date of the Email to successfully complete all Rebate Instructions, after which time the applicable link and code will expire. You have seven (7) months to use the MasterCard® Prepaid Card, after which time the MasterCard® Prepaid Card will expire.

No responsibility is assumed by the Released Parties for any mailings that are undeliverable. Rebates must be accepted as described herein and redeemed in accordance with these Terms and the Rebate Instruction.

The Offer Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted or undelivered Rebates 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), Rebates 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 Rebates 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 Rebates which are returned as undeliverable mail or otherwise not received by you for any reason.

All aspects of each Rebates will be determined by the Sponsor in its sole and absolute discretion subject to availability. Each Rebates 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 Rebates 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. 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 Receipt Image in question. You are responsible for any damage/loss due to use of a Rebates. 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 Rebates. **There are the following limits: One (1)** Rebate **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, 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 **August 26, 2021** at 12:00:00 a.m. Central Daylight Time and is scheduled to end on **September 12, 2021** at 11:59:59 p.m. Central Daylight Time, or such earlier date when all available Rebates 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 email address submitted at the time of submission. "Authorized account holder" is defined as the person who is assigned an email 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://mbchamber.mb.ca/privacy-policy/). 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 Manitoba, 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 Manitoba, in any action to enforce (or otherwise relating to) these Terms or relating to this Offer.

11. SPONSOR/ADMNISTRATOR

Sponsor: Manitoba Chambers of Commerce, 550-201 Portage Avenue; Winnipeg, Manitoba; R3B 3K6 Canada ("Sponsor") Administrator: Snipp Interactive Inc., Suite 1700, 666 Burrard Street, Vancouver, BC, V6C 2X8, Canada ("Administrator")