

THE NESTLE PURE LIFE SPRING GIFT OFFER

TERMS AND CONDITIONS

OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF QUALIFYING PURCHASE.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

VALID WHILE SUPPLIES LAST.

The Nestle Pure Life Spring Gift ("Offer") is sponsored by BlueTriton Brands, Inc. ("Sponsor") 900 Long Ridge Road, Stamford, CT 06902, and is administered by Prize Logic, LLC ("Administrator") 25200 Telegraph Road, Suite 405, Southfield, MI USA 48033.

- 1. OFFER PERIOD:** The Offer begins at 12:00 PM Eastern Time ("ET") on May 3, 2021 and ends at 11:59:59 PM ET on June 15, 2021 or while supplies last, whichever is sooner ("Offer Period"). Sponsor reserves the right to modify or terminate this Offer at any time.
- 2. ELIGIBILITY:** The Offer is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years old at the time of Qualifying Purchase (defined in Section 3 of these Terms and Conditions). Employees, directors, officers, and agents of Sponsor, Administrator, The Mars Agency, Viacom CBS, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, advertising and promotional agencies and suppliers involved in the Offer ("Offer Entities"), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to participate. Void where prohibited or restricted by law. Participation in the Offer constitutes participant's full and unconditional agreement to these Terms and Conditions.
- 3. HOW TO PARTICIPATE IN THE OFFER:** During the Offer Period, to receive Offer Item (as defined below, while supplies last), a participant must purchase at least \$15 (before tax) of a Nestle Water participating product (see Appendix for participating products) in the same transaction in store or online from a participating Walmart ("Qualifying Purchase"). All purchases must be made during the Offer Period to be eligible for this Offer. Upon making a Qualifying Purchase, an eligible participant must then visit <https://receipt.pureliferewards.com> and complete and submit the registration form, including but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Participant must then follow the links and instructions to upload a photograph of his/her original Qualifying Purchase register receipt by 11:59:59 PM ET on June 15, 2021. The file must be in .JPEG, .JPG, or GIF, format and may not exceed 10MB. **NOTE: A Qualifying Purchase receipt may only be used once to receive an Offer Item. A Qualifying Purchase receipt may not be used by more than one (1) participant. A Participant may be asked to provide original, physical Qualifying Purchase receipt to Sponsor at any time. Failure to do so may result in disqualification. Participant cannot substitute, transfer, sell, barter or auction any Qualifying Purchase receipt. Qualifying Purchase receipt is void if not obtained from authorized and legitimate channels, or if the Qualifying Purchase receipt is altered, counterfeit, or obtained via fraud or theft.**

Upon verification of eligibility and Qualifying Purchase receipt, an eligible participant will be sent a \$5 Walmart eGift Card ("Offer Item"). There is a limit of one (1) Offer Item per person for the entire Offer. The approximate retail value of each Offer Item is \$5. **Offer Items are subject to availability and only available while supplies last.** Terms and conditions apply to use of Offer Item as set forth by Walmart. No more than three thousand (3,000) Offer Items are available in the Offer. Offer Item will be e-mailed to the e-mail address provided upon registration within 48 hours after verification. No substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute an Offer Item of equal or greater value in case of unavailability of an Offer Item or force majeure (as defined in Section 4 of these Terms and Conditions). Each participant shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Offer Item received. All other costs and expenses not expressly set forth herein shall be solely the recipient's responsibility.

Offer Item Terms: For balance inquiry, call 1-888-537-5503 or go to Walmart.com/giftcards or samsclub.com. Use this card at any Walmart store or Sam's Club in the U.S. or Puerto Rico, or on-line at Vudu, Inc., Wal-Mart.com or Samsclub.com. The balance on this card is a liability of Wal-Mart Stores Arkansas, LLC. This card cannot be redeemed for cash except where required by state law. Lost or stolen cards will not be replaced. Walmart may refuse to accept this card and to take action, including balance forfeiture, for fraud, abuse or violations of terms. Terms and conditions subject to change without notice. See Walmart.com for complete terms. Treat this card like cash.

- 4. LIMITATION OF LIABILITY:** By participating in this Offer, participants agree that the Offer Entities, Viacom International Inc., and each of its respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (collectively, "Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable unique code, registration form, Offer Item or Offer related notification, email or other communication of any kind; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing, typographical, network, human or other error or problem of any kind; (v) the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Offer; and (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions.

By participating in the Offer, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Offer; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Offer, including, but not limited to, any Offer-related activity or element

thereof, and the participant's requests, participation or inability to participate in the Offer or using the Offer Item; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of any Offer Item (or any component thereof); (d) any change in the Offer Item (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Offer Item (or any element thereof); or (h) the negligence or willful misconduct by a participant.

If, for any reason, the Offer is not capable of running as planned, or the integrity and or feasibility of the Offer is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Offer and/or proceed with the Offer in a manner it deems fair and reasonable. In the event of cancellation, Sponsor will honor requests received up to the time of such cancellation, while supplies last.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS OFFER IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 5. DISPUTES: THIS OFFER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR**

FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

6. **PRIVACY POLICY:** Sponsor's privacy policy is available at <https://www.nestle-watersna.com/info/privacy-policy>.
7. **GENERAL:** This Offer is subject to all applicable federal, state and local laws and regulations. Receiving an Offer Item is contingent upon fulfilling all requirements set forth herein. Offer valid for individual consumers only; requests from groups, clubs or organizations and fraudulent requests will not be honored. Offer Items have no cash value. Any attempted form of participation in this Offer other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Offer, to be acting in violation of these Terms and Conditions or to be acting with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Offer will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE OFFER OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Each participant may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Offer details contained in these Terms and Conditions and the Offer details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Terms and Conditions shall prevail.

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See Next Page for Appendix

APPENDIX

Participating Products

| Item Name | Item Id | Brand | Platform (OPD,.com, or BOTH) |
|--|----------------|------------------|---|
| Nestle Pure Life Fruity Water Apple Flavor, 6.75 Fl. Oz (8-Pack) | 442307691 | NPL Fruity Water | OPD |
| Nestle Pure Life Fruity Water Tropical Twist Flavor, 6.75 Fl. Oz (8-Pack) | 686978315 | NPL Fruity Water | OPD |
| Nestle Pure Life Fruity Water Variety Pack, 6.75 Fl. Oz (24-Pack) | 592117587 | NPL Fruity Water | .COM |
| Nestle Pure Life Fruity Water Watermelon Flavor, 6.75 Fl. Oz (8-Pack) | 779106958 | NPL Fruity Water | OPD |
| NESTLE PURE LIFE Purified Water 101.4 fl. oz. Jug | 278546989 | NPL | OPD |
| Nestle Pure Life Purified Water, 16.9 Fl. Oz., 12 Count | 21836278 | NPL | OPD |
| Nestle Pure Life Purified Water, 16.9 Fl. Oz., 32 Count | 49028715 | NPL | BOTH |
| Nestle Pure Life Purified Water, 8 Fl. Oz., 12 Count | 21651862 | NPL | OPD |