



## **Birmingham Zoo Ticket Receipt Redemption Promotion Terms and Conditions**

### **ELIGIBILITY**

The Birmingham Zoo Ticket Receipt Redemption Promotion (the "Promotion") begins Monday, May 1, 2017 at 12:00:01AM Central Time ("CT") and ends on Tuesday, September 5, 2017 at 11:59:59PM CT ("Promotion Period"). Participation in the Promotion is only open to legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older (or the age of majority in their jurisdiction of residence; i.e., 19 for Alabama or Nebraska). Employees of Red Diamond, Inc. and Snipp Interactive Inc. are not eligible to participate in the Promotion.

### **REWARD**

Participants may participate in the Promotion by purchasing any two (2) qualifying Red Diamond products (listed in the Appendix of these Terms and Conditions, "Qualifying Products") in a single transaction at any retailer selling Qualifying Products located in Alabama, Florida, Georgia, Mississippi, or Tennessee (each a "Participating Retailer") during the Promotion Period ("Qualifying Purchase"). Participants who make a Qualifying Purchase during the Promotion Period in full compliance with these Terms and Conditions will receive one (1) Adult admission and one (1) Child (Ages 2-12) admission to the Birmingham Zoo and two (2) ride tickets for the Red Diamond Pirates Express Train Ride at the Birmingham Zoo (Approximate Retail Value: \$33.00) ("Reward"), while supplies last.

### **HOW TO PARTICIPATE**

To participate, make a Qualifying Purchase during the Promotion Period and submit a valid, store-identified and dated receipt of the Qualifying Purchase by the end of the Promotion Period. Product returns or rain checks for Qualifying Products from prior to the Promotion Period will not count as a Qualifying Purchase; in addition, if purchase of Qualifying Products is later voided due to insufficient funds or any other reason, such purchase will not count as a Qualifying Purchase. **Qualifying Purchases must be made within the Promotion Period and all submissions of receipts must be received by the end of the Promotion Period to be eligible.** The computer of Red Diamond's designated representative shall function as the official clock for purposes of this Promotion.

Before submitting a receipt, participants must indicate the Qualifying Products on the receipt with a star or check or by highlighting. **Participants must have the necessary equipment (computer/valid e-mail address or compatible mobile device) and high-speed Internet access in order to participate.** Photo of the receipt must clearly show the receipt in its entirety. Participants should keep their receipt. Red Diamond reserves the right to require a participant to provide original receipt for verification purposes upon request; failure to tender receipt upon request or if receipt is determined by Red Diamond in its sole discretion to be invalid, irregular or otherwise non-compliant voids Promotion participation.

Participant can submit a receipt using only one (1) of the following two (2) methods detailed below:

- a) Upload a photo of your receipt by texting the keyword "**2forZoo**" to **811811** to receive a text message with instructions to participate. Participant will first receive a text message

with opt-out instructions and disclosure for receipt of up to ten (10) automated text messages to the number provided, along with instructions for receipt submission. Limit of 160 characters per text. Upon submission of the receipt, you will be sent a link to the registration form to register for the Promotion via text; allow approximately five minutes to receive the link. Complete the registration form by entering your true and correct information in the required fields (required fields include: Full Name, Complete Mailing Address, Email Address and Phone Number). See “TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS” below for important restrictions on Promotion participation via text.

- b) Send an email that contains a photo of your receipt to [2forzoosubmit@snipp.us](mailto:2forzoosubmit@snipp.us). You will be sent a link to the registration form to register for the Promotion via email; allow approximately five minutes to receive the link. Complete the registration form by entering your true and correct information in the required fields (required fields include: Full Name, Complete Mailing Address, Email Address and Phone Number).

Provisions of link to registration form via text message or email merely indicates that photo of receipt was received but it is not otherwise binding on Red Diamond. Without limiting the foregoing, provision of link does not constitute a representation by Red Diamond that receipt has been validated as proof of purchase in accordance with these Terms and Conditions.

## **REDEMPTION**

Participant must submit a valid receipt via only one (1) of the two (2) methods described above to receive one (1) Reward, while supplies last. All receipts received will be reviewed and validated within twenty-four (24) hours. Rewards will be awarded following validation of receipt and participant’s full compliance with these Terms and Conditions. Upon validation, a unique pin code necessary to redeem the Reward (a “Reward Code”) and a redemption URL will be sent electronically to the email address provided during registration. Use of automated means of submission of materials/Promotion participation is prohibited.

A receipt will be void and no redemption will be permitted if it (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) has been previously used; (iv) contains printing or other errors; or (v) is illegible or unreadable.

*Red Diamond is not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted, blocked, inaccessible, delayed, or undelivered Reward Codes or transmissions (whether sent by or to participant), regardless of cause. Red Diamond is 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 Promotion 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), Rewards (including the Reward Code) or transmissions (whether sent by or to 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, Red Diamond expressly disclaims any and all liability for Reward Codes 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. It is therefore recommended that participants configure their privacy settings so as to accept text messages from 811811 and/or email messages from [2forzoosubmit@snipp.us](mailto:2forzoosubmit@snipp.us) Email (Support): [2forzoohelp@snipp.us](mailto:2forzoohelp@snipp.us). **Reward Codes are available while supplies last. Limited to one (1) reward per receipt transaction.***

## **TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS**

Message and Data Rates may apply to each message sent or received. By texting “**2forZoo**” to **811811**, you grant permission and consent to receive up to ten (10) one-time automated text messages to the number you provided from Snipp Interactive Inc. (“Snipp”) on behalf of Red Diamond and agree to accept all applicable charges associated therewith. You understand that consent is not required to make a purchase. The text message you send is your electronic signature agreeing to these terms and to giving electronic written consent to receive automated text messages pertaining to this Promotion only from Snipp and/or Red Diamond via an automatic telephone dialing system. ***Carrier specific charges for text messages may apply for each message sent or received, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement.*** Not all mobile devices are supported; participants may only participate in the Promotion if they are using a supported device. SMS 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. Red Diamond make no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to participate via text messaging, the participant grants permission to Red Diamond and Snipp to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge participant for each text message, including any error message that is sent and received in connection with the Promotion, based on the applicable wireless service plan. Participant is responsible for all applicable fees and taxes associated with submitting a receipt using SMS messaging. Red Diamond, in its sole discretion, may add or delete a cellular carrier at any time, without notice. Participation in the Promotion is subject to standard data/text messaging rates, which are solely the responsibility of the participant. You may text “STOP” to 811811 at any time to exit Promotion and to stop receiving text messages, or “HELP” for help.

## **RELEASE**

Participant is responsible for any damage/loss due to use of a Reward. Red Diamond and Snipp are not responsible for any malfunction or inconvenience that may occur. By participating in the Promotion, you agree to release, discharge, indemnify and hold harmless Red Diamond, Inc., Snipp Interactive Inc. and their respective parents, subsidiaries, affiliates, retailers, and advertising and promotion agencies and legal counsel, and all of their respective officers, directors, shareholders, employees and agents (collectively, “Released Parties”) from any and all liability, damages, claims or causes of action of any kind whatsoever (however named or described) for injuries, loss or damage to person(s), including death, and property, or rights of publicity or privacy, defamation, or portrayal in a false light which may arise with respect to participation in this Promotion; or for any printing error in these Terms and Conditions or any other Promotion materials; and/or the acceptance, possession, use/misuse of the Reward, and/or participation in any Promotion related activity; and/or misdirected, misdelivered, delayed, incomplete or inaccurate submissions.

## **GENERAL TERMS**

Promotion is void where taxed, prohibited, or restricted by law. Fraudulent submission could result in federal prosecution under mail fraud rules and regulations; and, in such case, Promotion participation will be voided and Red Diamond shall not have any liability to participant under any legal theory. All applicable federal, state and local laws and regulations apply. Red Diamond is not responsible for late, lost, incomplete, illegible, delayed, inaccurate, garbled, undelivered, misdirected requests, email, texts, or undeliverable mail, or other errors or problems of any kind relating to or in connection with the Promotion, whether printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Promotion or in any Promotion-related materials. Should Red Diamond determine that the Promotion cannot be

conducted as originally planned due to any reason beyond their control (e.g., unauthorized human intervention, natural disaster, fraud, riot, strike), Red Diamond reserves the right to cancel or modify this Promotion and Red Diamond's liability shall be limited to honoring/processing the validated Promotion requests received prior to and/or after (as appropriate) the action taken by Red Diamond; and, in such case, notice will be posted at <https://reddiamond.com>. Persons found tampering with or abusing any aspect of this Promotion, who are acting in a disruptive or unsportsmanlike manner or who are otherwise not in compliance with these terms, as solely determined by Red Diamond will not be eligible. Red Diamond is not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Promotion. By participating in this Promotion, participant agree to be bound by these Terms and Conditions and the decisions of Red Diamond and its agents, whose decisions regarding all aspects of the Promotion shall be final and binding in all respects. Red Diamond's failure to enforce any provision of these Terms and Conditions in a given circumstance shall not constitute the waiver of such provision. In all cases, any instructions provided to participants are included as part of these Terms and Conditions and incorporated herein by reference.

Reward Codes and Rewards may not be transferred, resold or repurposed. All Reward Codes and Rewards are subject to verification. A Reward Code will be void and no redemption will be permitted if it (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) has been previously entered or used; or (iv) is incorrectly or incompletely entered or submitted by a participant. A Reward will be void and no redemption will be permitted 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 Birmingham Zoo; (iv) contains printing or other errors; (v) is illegible or unreadable; or (vi) has been previously used. Rewards are subject to terms and conditions of use of issuer, as indicated thereon and/or provided therewith.

Participant agrees to accept the Reward "as is" and hereby acknowledges that Red Diamond has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Reward, including express warranties (if any). Each participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or the Reward, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Alabama; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) each participant hereby waives all rights to claim punitive, incidental, or consequential damages, any other damages other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. The Promotion itself and the construction, validity, interpretation and enforceability of these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Alabama.

## **PRIVACY POLICY**

Any personally identifiable information collected from participants during participation in the Promotion will be collected by Snipp on behalf of Red Diamond, and used by Red Diamond and their respective affiliated companies and agents for administration and fulfillment of this Promotion as described in these Terms and Conditions, and in accordance with Red Diamond's Privacy Policy as stated at <https://cdn.shopify.com/s/files/1/0956/1780/files/privacy-statement.pdf>.

## **SPONSOR**

Red Diamond, Inc., 400 Park Avenue, Moody, Alabama, 35004.

## APPENDIX

### Qualifying Products:

SKU	Description
07024212015-6	Wright's Mill Original Blend Coffee Cans 11oz
07024212016-3	Wright's Mill Original Blend Coffee Cans 21.5oz
07024210245-9	Red Diamond Classic Ground Coffee Cans 11oz
07024210248-0	Red Diamond 100% Colombian Ground Coffee Cans 11oz
07024210246-6	Red Diamond European Roast Ground Coffee Cans 11oz
07024212049-1	Red Diamond French Roast Ground Coffee Cans 11oz
07024212050-7	Red Diamond Caffeine Light Ground Coffee Cans 11oz
07024210249-7	Red Diamond Hazelnut Ground Coffee Cans 11oz
07024210251-0	Red Diamond Classic Ground Coffee Cans 34.5oz
07024214151-9	Red Diamond 100% Colombian Ground Coffee Cans 34.5oz
07024214912-6	Red Diamond Classic Blend Ground Coffee Cans 22oz
07024214913-3	Red Diamond 100% Colombian Ground Coffee Cans 22oz
07024212031-6	Red Diamond Classic Blend Ground Coffee Bags 11oz
07024212032-3	Red Diamond Ultra Blend Ground Coffee Bags 11oz
07024212036-1	Red Diamond 100% Colombian Ground Coffee Bags 11oz
07024212074-3	Red Diamond European Roast Ground Coffee Bags 11oz
07024212035-4	Red Diamond French Roast Ground Coffee Bags 11oz
07024212038-5	Red Diamond Naturally Decaffeinated Ground Coffee Bags 11oz
07024212034-7	Red Diamond Caffeine Light Ground Coffee Bags 11oz
07024213354-5	Red Diamond Espresso Roast Ground Coffee Bags 10.5oz
07024212085-9	Red Diamond Classic Blend Whole Bean Coffee Bags 11oz
07024210656-3	Red Diamond House Blend Ground Coffee Bags 11oz

07024212528-1	Red Diamond Breakfast Ground Coffee Bags 11oz
07024210662-4	Red Diamond 100% Colombian Ground Coffee Bags 11oz
07024210667-9	Red Diamond Max Caffeine Ground Coffee Bags 11oz
07024212042-2	Red Diamond House Blend Coffee Single Serve 12ct
07024212041-5	Red Diamond Breakfast Blend Coffee Single Serve 12ct
07024212040-8	Red Diamond 100% Colombian Coffee Single Serve 12ct
07024212045-3	Red Diamond Max Caffeine Coffee Single Serve 12ct
07024212498-7	Red Diamond Sumatra Blend Coffee Single Serve 12ct
07024214120-5	Red Diamond Instant Coffee 7oz
7024230120	Red Diamond Unsweet Tea, 128 oz.
7024230122	Red Diamond Splenda Tea, 128 oz.
7024230125	Red Diamond Sweet Tea, 128 oz.