

Nestle USA Walmart + Rewards Promotion
Official Terms & Conditions

Sponsor: Nestle USA

Program Description: Purchase 2 participating Starbucks® products and 2 participating Perrier® products (the “[Participating Products](#)”):

- Starbucks® packaged coffee (9-28oz.) and K-Cup® (12-44ct.)
- Starbucks® Cold Brew (Concentrate Single Serve 6ct. Pods, Concentrate Multi-Serve 32 fl. oz., Pitcher Pack 4pk.)
- Starbucks® Fresh Brew Cans (4-8ct)
- Perrier® Original and Flavored Carbonated Mineral Waters (Slim Can or .5 Liter packs)

between 12:00:00pm (noon) Eastern Standard Time (“EST”) on **February 15, 2021 through 11:59:59pm EST on April 4, 2021** (the “**Purchase Period**”) at Walmart stores (the “**Eligible Purchase**”) and you will be eligible to receive a code to receive a reward redeemable for a free month of Walmart + (up to \$12.99 value.). Maximum limit of 8500 code submissions. After this volume is depleted, any remaining submissions will not be processed, and additional Promotional Codes will NOT be distributed. Limit of one (1) Walmart+ Reward per email address/person.

General: Use of Walmart + Rewards is subject to all terms, conditions, and policies of TPG Rewards, Inc. By participating in this Offer, you represent that you have read these Official Terms & Conditions, and that you agree to abide by and be bound by them. Sponsor may terminate or modify the terms of this Offer at any time at its sole discretion.

How to Participate: To submit proof of an Eligible Purchase and to receive code for the reward redeemable for free month of Walmart + take the following actions via upload on the Website:

Account Set-Up and Receipt Submission(s):

1. Visit fizzandflavor.com (the “**Website**”) between 12:00:00pm (noon) Eastern Standard Time (“EST”) on **February 15, 2021** and 11:59:59pm EST on **April 18, 2021** and set-up an account (by providing name, email, address, and password the “**Account**”).
2. Circle the following information on your receipt before taking the photo of your receipt: Retailer Name/Logo, Date and Time of Purchase, Participating Products, and Receipt Total.
3. Scan or take a picture of the original, dated receipt from your Eligible Purchase. Picture cannot exceed 5mb in size and must be a JPEG file if scanned.
4. Log-in to your account on fizzandflavor.com and upload your receipt (hereafter, your “**Receipt Submission**”) in accordance with the on-screen instructions.
5. Eligible purchases of 2 participating Starbucks® products and 2 participating Perrier® products may be made over multiple transactions during the Purchase Period. Receipts

from multiple transactions may be submitted as separate Receipt Submissions on fizzandflavor.com

6. After upload of your Receipt Submission, you will receive an on-screen confirmation of your submission, followed by a reply email. By submitting your receipt, you agree to receive responses about this Offer. The reply email will notify you of the status of your Receipt Submission.
7. Upon validation of purchase(s) for 2 participating Starbucks® products and 2 participating Perrier® products qualified consumers will receive an email with a promotional code.

All Receipt Submissions must be received by **April 18, 2021, 11:59:59pm EST**. Be sure to keep a copy of your Receipt Submission for your records. Proof of sending a Receipt Submission will not be deemed as proof of receipt. If your Receipt Submission does not comply with the requirements herein, you will receive an error email message.

Promotional Code Redemption

1. Once you have a promotional code, visit fizzandflavor.com/redeem and follow all on-screen prompts and instructions to enter and submit your code and any other required information. The code expires on **April 30, 2021, 11:59:59pm EST**.
2. You will receive a reward redeemable towards 1 month of Walmart +. You will be presented with a PDF version of the actual reward to print out. You will also receive an email confirmation with a link to the PDF version of the reward (the “**Reward E-Mail Confirmation**”).

Enter your Promotional Code on the fizzandflavor.com/redeem by 11:59:59 pm EST on **April 30, 2021**. All Walmart + Reward not printed within seven (7) calendar days of your Reward E-mail Confirmation will be considered lost and cannot be replaced or refunded. Lost, misplaced, damaged or expired Walmart + Reward will not be replaced or refunded. Codes and Walmart + Reward must be used by the stated Reward Expiration Date.

There will be a maximum limit of 8500 Promotional Code submissions in total for this promotion. After this volume is depleted, any remaining submissions will not be processed, and additional Promotional Codes will NOT be distributed.

Walmart + Reward Redemption

The Walmart + Reward can be redeemed for 1 free month of Walmart + (up to \$12.99 value) by following these steps

1. Visit <https://www.walmart.com/grocery/plus/signup>
2. Provide your address and select Monthly Plan
3. Select “Add Card” and “Credit or debit card +” under Payment Information
4. Refer to your Walmart + Reward and enter “Name on Card”, “Card Number”, “Expiration and Security Code.” Select “Save card.”

The Walmart + Reward Redemption Process can be utilized by existing Walmart + monthly subscribers. The Walmart + Reward may NOT be used by existing annual Walmart + subscribers whose annual plans do NOT expire before the Reward Expiration Date.

The Walmart + Reward can only be redeemed for 1 month of Walmart + membership. When this 1-month period expires you must provide a different payment mechanism to continue the Walmart + membership. This payment mechanism to continue Walmart + will not be provided by the **Nestle USA Walmart + Rewards Promotion**

You must redeem your Walmart + Reward no later than 11:59:59 pm EST on **June 30, 2021**, or it will be deemed void and ineligible.

Limit of one (1) Walmart+ Reward per email address/person

Participating Products: Select participating Starbucks® products and participating Perrier® products. Click here for a list of [Participating Products](#).

Eligibility: Offer open to legal residents eighteen (18) years of age and older of the 50 United States or District of Columbia. Void where prohibited. Subject to all applicable federal, state and local laws and regulations. Employees of Nestle USA. (“**Sponsor**”), their immediate family members (i.e., spouse, parent, child, sibling, and the “steps” of each) and persons living in the same household of each are not eligible to enter. No substitutions or case redemptions will be made, except that Sponsor reserves the right, in its sole discretion, to substitute an item of equal or greater value to the Walmart + Reward for any reason. Sponsor’s decisions are final and binding in all matters relating to this **Nestle USA Walmart + Rewards Promotion Offer** (the “**Offer**”), including but not limited to a Participant’s (defined below) eligibility or the validity of any Walmart + Rewards request or proof of purchase submitted in connection therewith.

Liability Disclaimer: By participating in this Offer, each participant (“**Participant**”) agrees to release, indemnify and hold harmless Sponsor, TPG Rewards Inc., Mosaic Sales Solutions US Operating Co., LLC and Nestlé USA, Inc. and their respective subsidiaries, affiliated companies, suppliers, distributors, retailers, advertising and promotion agencies, and their respective officers, directors, employees, representatives and agents (collectively, the “**Released Parties**”), from and against any and all claims, damage and liability of any kind arising from or in connection with participation in this Offer and the acceptance, possession or use/misuse of the Walmart + Rewards, and assumes all liability in connection therewith. The Released Parties are not responsible for any typographical, production, human or other errors in any printing or advertising related to the Offer, or in the administration of this Offer. Furthermore, the Released Parties are not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Offer, and assume no responsibility for any error, interruption, deletion,

defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use of any website associated with the Offer.

The Released Parties are not responsible for errors, failures or delays of any kind that may occur in the transmission, receipt or processing of Receipt Submission or Walmart + Rewards requests. The Released Parties are not responsible for injury or damage to Participant's or to any other person's computer related to or resulting from participating in this Offer or downloading materials from or use of any website associated with this Offer. Sponsor is further not responsible for, and is not making any, warranties, representations or guarantees, expressed or implied, in fact or in law, relative to the Walmart + Rewards, including by not limited to its quality, condition or fitness for a particular purpose.

Disputes: Except where prohibited, each Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Offer or any Walmart + Rewards shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Offer, but in no event attorneys' fees; and (3) to the extent allowed by law, no Participant will be permitted to obtain awards for, and Participant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Terms & Conditions, or the rights and obligations of the Participants and Sponsor in connection with the Offer, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), which would cause the application of laws of any jurisdiction other than New York.

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