

B2B Loyalty Rewards Program Terms

PLEASE READ CAREFULLY.

Terms last updated: May 1, 2024

Membership in Sinclair's B2B Loyalty Rewards Program (the "**Program**") is subject to the Terms and Conditions set forth below and our Website Terms & Conditions located at <https://sbgi.net/terms-conditions/>, as amended from time-to-time by us in our sole discretion ("**Terms**"). These Terms supersede all previous Terms that may have been in effect. By opening a new account or by using or continuing to use an existing account (collectively, "**Account**") to earn or redeem Reward Dollars (as defined below), you agree that: (1) you have read, understood, accept, and agree to abide by these Terms; (2) you are eligible for participation in the Program; and (3) you consent to the use of your data by Sinclair, Inc. and its subsidiaries and affiliates (collectively, "**Sinclair**", "**we**", "**us**", or "**our**"), and Sinclair's disclosure of such data to its third party service providers, etc., in accordance with Sinclair's Privacy Policy located at <https://sbgi.net/privacy-policy> ("**Sinclair Privacy Policy**").

If you have any questions about this Program or these Terms, you must contact Sinclair about such questions at rewards@sbgtv.com BEFORE you create an Account. Any questions about our Website Terms & Conditions should be directed to comments@sbgi.net.

A. Overview of the Program.

1. The Program allows businesses purchasing advertising inventory or other qualifying products or services approved in advance by Sinclair (collectively, "**Sinclair Products**") from Sinclair to earn Reward Dollars based on your purchases (as determined by Sinclair in its sole discretion), (together with any Bonus Reward Dollars, as defined below, collectively, "**Reward Dollars**").

To become a participant in the Program, you must first have or create an Account. You may create an Account by following the instructions at <https://rewards.sbgi.net/en/Account/Register>

The number of Reward Dollars to be earned may vary based on the type of Sinclair Products purchased or additional terms and conditions identified by Sinclair. No Reward Dollars will be awarded until Sinclair has actually received payment in full for the Sinclair Products purchased by you. Reward Dollars awarded to you may be deducted from your Account, including, without limitation, if you cancel any purchased advertising, request a refund, or otherwise fail to fulfill any obligation, as determined in Sinclair's sole discretion. You may redeem these Reward Dollars for rewards listed in the Program's Rewards catalog ("**Rewards Catalog**") located at <https://rewards.sbgi.net/en/Rewards/RewardShop>

B. Participation in the Program.

1. Participation in the Program is open to businesses located in any of the fifty (50) United States and the District of Columbia, invited by Sinclair to participate in the Program ("**you**", "**your**", "or "**Participant(s)**"). The Program is void where otherwise prohibited; and is administered in part by Snipp Interactive Inc., a Delaware corporation whose offices are located at 6708 Tulip Hill Road, Bethesda, MD 20816 ("**Administrator**"). The definition for "**Administrator**" also includes any other third-party service providers Sinclair uses or may use to administer the Program, if any.

2. You may only maintain one Account with a single email address per account per business entity. Each subsidiary or affiliate of a Participant may maintain a separate Account, as determined by Sinclair, but pooling of Reward Dollars by multiple Participants, whether or not legally related (i.e., subsidiaries or affiliates), is not permitted without Sinclair's express written consent. For example, if DEF, LLC is a subsidiary of ABC, Inc., ABC, Inc. may create a single account for all Sinclair Products purchased by ABC, Inc. and DEF, LLC or each may create its own Account. If ABC, Inc. and DEF, LLC create separate Accounts, then the Reward Dollars accumulated in each Account are separate and cannot be pooled without Sinclair's express written consent. You may update or change the email address(es) associated with your Account, in the reasonable discretion of Sinclair.

3. Reward Dollars can be transferred from one Account to the Account of a successor in interest of all or substantially all the assets of a Participant if you/your business acquires another business which has an

Account or is acquired by another business, in each case only upon the provision of ninety (90) days advance written notice to Sinclair.

C. Earning Reward Dollars

1. Every dollar spent on Sinclair Products in the current quarter plus the three (3) previous quarters in excess of the amount you spent in the previous four (4) quarters, or such other period as specified by Sinclair, in all cases, as determined by Sinclair in its sole discretion, will earn you Reward Dollars in accordance with the table below.

Tiers	Ad Spend Prior 4 Quarters	Ad Spend Current Quarter Plus Prior 3 Quarters	Earning Rate
Copper	\$0 - \$24, 999.99	\$0 - \$24,999.99	1%
Bronze	\$25,000 - \$99,999.99	\$25,000 - \$99,999.99	2%
Silver	\$100,000 - \$249,999.99	\$100,000 - \$249,999.99	3%
Gold	\$250,000 – \$999,999.99	\$250,000 – \$999,999.99	4%
Platinum	\$1,000,000 +	\$1,000,000 +	5%
Earning Rate: Reward Dollars are earned on incremental spend			

XYZ will earn Reward Dollars in accordance with its Program Tier if the spend in the current quarter plus the previous 3 quarters is greater than the spend in the previous 4 quarters.

For example, prior to joining the Program, XYZ purchased \$20,000 in Sinclair Products as follows over the previous rolling 4 quarters \$4,500 in Q1 2023, \$6,500 in Q2 2023, \$1,000 in Q3 2023 and \$8,000 in Q4 2023. Upon registering for the program XYZ is placed in the Copper Tier based on such prior spend (if XYZ had spent \$50,000 in 2023, then XYZ would have been placed in the Bronze Tier). If XYZ spends \$3,350 in Q1 2024, XYZ would not earn any Reward Dollars because the spend in the current quarter plus the prior 3 quarters (\$6,500 in Q2 2023, \$1,000 in Q3 2023, \$8,000 in Q4 2023, and \$3,350 in Q1 2024 = \$18,850) is less than the spend in the prior 4 quarters (\$20,000) If XYZ spends \$7,200 on Sinclair Products in Q2 2024, then XYZ would earn 7 Reward Dollars because its spend in the current quarter plus the prior 3 quarters (\$1,000 in Q3 2023, \$8,000 in Q4 2023, \$3,350 in Q1 2024, and \$7,200 in Q2 2024 = \$19,550) exceeds the amount XYZ spent in the previous 4 quarters (\$6,500 in Q2 2023, \$1,000 in Q3 2023, \$8,000 in Q4 2023, and \$3,350 in Q1 2024 = \$18,850). To determine the Reward Dollars earned you multiple the amount of the increased spend by the Earning Rate of your Tier. In this case, \$19,550 - \$18,850 = \$700 * .01 = 7. Tiers are recalculated at the end of each month.

Please see the chart below for additional examples of how Reward Dollars are awarded.

Sinclair Broadcast Group

Sinclair Rewards

XYZ Automotive Example

Advertiser:

XYZ Automotive

XYZ Enrolls

	2023				2024				2025			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Invoice Payments	\$ 4,500	\$ 6,500	\$ 1,000	\$ 8,000	\$ 3,350	\$ 7,200	\$ 7,800	\$ 9,500	\$ 3,250	\$ 8,000	\$ 3,600	\$ 8,350
Prev 4 Qtr Pd					\$ 20,000	\$ 18,850	\$ 19,550	\$ 26,350	\$ 27,850	\$ 27,750	\$ 28,550	\$ 24,350
Current 4 Qtr Pd					\$ 18,850	\$ 19,550	\$ 26,350	\$ 27,850	\$ 27,750	\$ 28,550	\$ 24,350	\$ 23,200
Incremental					\$ (1,150)	\$ 700	\$ 6,800	\$ 1,500	\$ (100)	\$ 800	\$ (4,200)	\$ (1,150)
Tier Level					Copper	Copper	Copper	Bronze	Bronze	Bronze	Bronze	Copper
Earning Rate					1%	1%	1%	2%	2%	2%	2%	1%
Reward \$\$ Earned					\$ -	\$ 7	\$ 68	\$ 30	\$ -	\$ 16	\$ -	\$ -
Reward \$\$ Expiring					\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7	\$ 68	\$ 30
Reward \$\$ Balance					\$ -	\$ 7	\$ 75	\$ 105	\$ 105	\$ 114	\$ 46	\$ 16

Notes:

- Tier levels are determined by previous 4 qtr measurement period
- Tier levels are recalculated each month
- Reward \$\$ expire 12 months after hitting client's Snipp! account

If you have any questions about how or when Reward Dollars are awarded, please email your questions to rewards@sbgstv.com.

Sinclair may but is under no obligation to award bonus Reward Dollars for certain Sinclair Products purchased during a specific period or other offering (collectively, “**Bonus Reward Dollars**”). The terms and conditions to earn any Bonus Reward Dollars will be included with the offer to earn such Bonus Reward Dollars, if any. You will not earn or otherwise be entitled to any additional Reward Dollars if you are entitled to or otherwise receive any “makegoods” or similar remedy offered by Sinclair.

No Reward Dollars will be credited to your Account until Sinclair has actually received your timely payment, in full, for such Sinclair Products; and Reward Dollars may be deducted from your Account by Sinclair if you, including, without limitation, cancel any purchased advertising, request a refund, or otherwise fail to fulfill any obligation, as determined in Sinclair’s sole discretion. No Reward Dollars will be awarded for late payments. Invoices must be paid within 90 days of invoice date to be eligible for reward dollars.

2. You are responsible for ensuring the accuracy of your Account. If you believe your Account is not accurate (e.g., information/contact information is incorrect, Reward Dollars were not properly credited to or were improperly deducted from your Account, etc.). Please report any suspected inaccuracies to rewards@sbgstv.com. Sinclair reserves the right to restrict access to your Account, remove and/or cancel any and all Reward Dollars from your Account, or delay or cancel any Reward Dollars redemption orders submitted, including, without limitation, if it suspects that such Reward Dollars were obtained fraudulently, or otherwise in violation of these Terms, or Reward Dollars were improperly credited to your Account.

3. There is no limit on the number of Reward Dollars you can earn; and except as otherwise set forth in these Terms, Reward Dollars expire twelve (12) months after Reward Dollars hit your Account. Reward Dollars have no cash value, are not redeemable for cash, cannot be purchased and, except as set forth in Section (B)(3), above are not transferable or assignable for any reason.

D. Redeeming Reward Dollars for Rewards

You may redeem Reward Dollars for rewards listed in the Rewards Catalog located at <https://rewards.sbgi.net/en/Rewards/RewardShop> (collectively, “**Reward(s)**”).

1. The Rewards Catalog may change periodically and without notice, so be sure to visit <https://rewards.sbgi.net/en/Rewards/RewardShop> often to see what items are currently available. Rewards are offered only while supplies last, are not guaranteed to be available at all times during the Program and are void where prohibited. The Rewards Catalog will list the corresponding Reward Dollars value required

to obtain each Reward. All redemptions are subject to these Terms and any conditions or limitations stated in the Rewards Catalog.

- To redeem Reward Dollars for Rewards, click on the Rewards Catalog and follow the links and instructions to browse through the available Rewards. Once you have located an item you want, you can obtain the item by clicking the “Redeem” button and following the instructions provided. You will receive an email confirmation that the Reward has been ordered and the associated Reward Dollars will be deducted from your Account for that item. If you do not receive such confirmation within two (2) business days after your attempted redemption, please contact rewards@sbgstv.com.
- All Rewards will be delivered to the email or physical address you provide, so please confirm the relevant address before finalizing your redemption of a Reward. Neither Sinclair nor Administrator is responsible for any incorrect or inaccurate information provided by you or on your behalf, including, but not limited to any non-delivery of any Reward(s). Fulfillment times may vary; and multiple Rewards ordered at the same time may arrive separately.
- The shipping time may be indicated in the Rewards Catalog <https://rewards.sbgstv.net/en/Rewards/RewardShop>
- , but any such shipping time is an estimate only. Indicated shipping and delivery times for Rewards may vary based on availability and are subject to change.
- Notice of Rewards to be delivered via email will be delivered to the email address you provided within 1 day after redemption and will expire outlined in the terms & conditions of the brand purchased .

2. Once your order has been confirmed, the order is final, and the Reward Dollars will be deducted from your Account. Reward Dollars will not be refunded or otherwise returned to your Account after an order has been placed, except in the sole discretion of Sinclair. Additionally, Rewards may not be returned, except in limited circumstances as determined in Sinclair’s sole discretion. For questions regarding materially damaged or discontinued items, please Contact Us at rewards@sbgstv.com.

3. To check the order status on any redeemed Rewards, please log into your Account and view your transaction history.

4. Sinclair make no representations, warranties or guaranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and implied warranties arising from course of dealing with respect to any Rewards obtained through the Program. Please look to Administrator for whether they provide any guarantees or warranties on any items.

E. TAX INFORMATION:

Rewards may constitute taxable income to you. All federal, state, local, and other taxes on Rewards and any other costs and expenses associated with Reward acceptance (and use) not expressly set forth herein as being provided/paid for by Sinclair or Administrator, are your sole responsibility. The Administrator will provide you/your business with a 1099 tax form (preceded by a W9 Form to be completed by you) for any Rewards redeemed with a value totaling \$600.00 or more in any calendar year.

F. Inactive Accounts

Sinclair reserves the right to remove all Reward Dollars from an Account if that Account is inactive for an unreasonable period as determined by Sinclair in its sole discretion. “Inactivity” is defined as a period where no Reward Dollars are earned or redeemed. Sinclair is not obligated to return or otherwise credit you for Reward Dollars that have been removed from your Account based upon inactivity.

G. Modification and/or Termination of Program

1. Sinclair reserves the right to change, modify or terminate the Program, including these Terms, at any time, with or without notice, in its sole discretion. Continued participation in the Program after any change or

modification by Sinclair constitutes your acceptance of such modification(s). If you do not accept any change or modification by Sinclair, then your sole remedy is to discontinue your participation in the Program.

2. If the Program is terminated, Sinclair will notify you of such termination and will provide information on the last day(s) to earn and/or redeem Reward Dollars. After such time(s), any Reward Dollars remaining in your Account will be forfeited.

H. General Terms

1. By participating in this Program, you irrevocably agree to release and hold harmless Sinclair, its subsidiaries and affiliates and its/their officers, directors, employees, contractors and agents and its/their immediate family from any and all liability, including, without limitation:

- Any injury, accident, loss, claim, expense, or damages you or anyone with your experience in any way related to or arising from this Program or any Reward. To the maximum extent permitted by law, Sinclair's liability to you, if any, shall not exceed the actual value of the Reward(s) redeemed by you relating to such injury, claim, etc.
- Any claims, expenses and legal fees arising from or related to any violation of these Terms by you or anyone using your Account.
- Any typographical errors or omissions in any Program-related document.
- The use of any personal or other information you provide to any merchants in connection with processing your Reward, except to the extent such information is used contrary to Sinclair's Privacy Policy.
- Delayed or lost correspondence sent by U.S. mail or any other form of delivery, including email.
- Any error, omission, interruption, deletion, defect, delay, theft, destruction, unauthorized access to, or alteration of Reward Dollars earned and redeemed or other Program activities.

2. You agree that in order to process your transactions, the information (e.g., email and/or shipping address) you provide will be disclosed to merchants and other parties involved in your transaction and as otherwise set forth in Sinclair's Privacy Policy.

3. Sinclair does not endorse or guarantee any of the goods, services, Rewards or information provided by the third-party suppliers, including, but not limited to the Administrator used in the performance or fulfillment of the Program.

4. Sinclair is not liable for problems related to any of the equipment or programming associated with or utilized by the Participant or Administrator, including, without limitation, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access any website or online service, for any other technical or nontechnical error or malfunction, for lost, late, stolen, illegible, incomplete, garbled, misdirected, mutilated or postage due mail or other mail or email for any reason.

5. Third-party suppliers, including, but not limited to the Administrator, are independent contractors; they are not employees of Sinclair.

6. All questions or disputes regarding eligibility for the Program, the availability of Rewards, Reward Dollars balances, or a Participant's compliance with these Terms should be sent to rewards@sbgstv.com.

7. The Program is subject to all applicable laws and regulations. This Program and these Terms are governed by and construed in accordance with the laws of the State of Maryland without reference to any principles of conflicts of laws, which might cause the application of the laws of another state.

8. DISPUTE RESOLUTION:

You agree to arbitrate – rather than litigate in court – any and all claims or disputes between the parties (including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of ours) that arise out of or in any way relate to this Program, the Sinclair Products, or any other products or services that we, our affiliates and/or our Administrators (on our behalf) may provide to you in connection with your use of this Program; provided, however, that in no event shall this provision prevent you from filing or joining a complaint

with any federal, state, or local government agency that is authorized by law to seek relief against us on your behalf. Arbitration will be binding and judgment on the award rendered in the arbitration may be entered in any court having jurisdiction thereof.

In arbitration, there is no judge and no jury, and review of arbitration decisions in the courts is very limited. Instead, disputes will be resolved by an arbitrator, whose authority is governed by the terms of this Agreement. You agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not extend beyond you and your dealings with us. Discovery may be limited in arbitration, and procedures are more streamlined than in court. Notwithstanding the above, you may bring appropriate claims against each other in small claims court, if the claims fall within the small claims court's jurisdiction, or any other federal, state, or local government agency authorized by law to hear your claims.

Class Action Waiver: You agree that all claims or disputes between us will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. If you or we bring a claim in small claims court, the class action waiver will apply, and neither of the parties can bring a claim on a class or representative basis. Furthermore, neither you nor we may participate in a class or representative action as a class member if the class action asserts claims that would fall within the scope of this arbitration agreement if they were directly asserted by you or us. Notwithstanding the foregoing, this arbitration agreement shall not prohibit you or us from participating in any judgment or settlement in any litigation brought by a federal, state, or local government on behalf of you or us, excluding litigation brought by any relator or party in its capacity as a private attorney general. We both agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire arbitration agreement set forth in this section will not apply to any claim or dispute between you and us. This class action waiver may not be severed from our arbitration agreement.

Informal Dispute Resolution: The parties agree to try to resolve disputes informally before resorting to arbitration. If the dispute cannot be resolved by telephone, you agree to notify us of the dispute by sending a written description of your claim to comments@sbgj.net so that we can attempt to resolve it with you. If we do not satisfactorily resolve your claim within 30 calendar days of receiving notice of it, then you may pursue the claim in arbitration. Neither you nor we may initiate arbitration without first providing the other notice of the claim and following the informal dispute resolution procedure provided in this paragraph.

Arbitration Procedures: The parties agree that this Program and these Terms affect interstate commerce and that the Federal Arbitration Act applies. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you must send a letter requesting arbitration and describing your claims to comments@sbgj.net. You must also comply with the AAA's rules regarding initiation of arbitration. We will pay all filing fees and costs for commencement of arbitration, but you will be responsible for your own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to these Terms or applicable law. We will not seek to recover our fees and costs from you in the arbitration unless your claim has been determined to be frivolous. If you are successful in the arbitration, we will pay your reasonable attorney's fees and costs. If you obtain an award from the arbitrator greater than our last written settlement offer, we will pay you \$5,000 in addition to what you have been awarded in the arbitration. The arbitration will be held in a mutually convenient location. If you seek less than \$10,000, then you may choose to hold the arbitration in person, via phone, or to have it decided based on written submissions.

9. The failure of Sinclair or Administrator to comply with these Terms because of an act of God, war, fire,

riot, terrorism, earthquake, actions of federal, state, or local governmental authorities or for any other reason beyond the reasonable control of Sinclair or Administrator, shall not be deemed a breach of these Terms.

10. Sinclair's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Sinclair in writing.

11. You are solely responsible for maintaining the confidentiality of your Account and password and you agree to accept responsibility for all activities that occur under your Account. Failure to abide by these Terms or any policies or procedures implemented by Sinclair, any conduct detrimental to Sinclair, or any misrepresentation or fraudulent activities in connection with the Program may result, in addition to any rights or remedies available to Sinclair in law or equity, in the termination of your participation in the Program, as well as forfeiture of Reward Dollars accrued to date and any other benefits you've earned in connection therewith including, but not limited to, the cancelation of pending redemptions of Rewards, in Sinclair's sole discretion.

12. Sinclair's privacy policy is located at <https://sbgi.net/privacy-policy>.