

Conditional Rebate Promotion Terms and Conditions

Last Modified: March 30, 2026

These terms and conditions (the “Terms”) govern your participation in the Conditional Rebate Program (the “Program”) supported by Cheers Cash Inc. (“CCI”). By making an (1) Eligible Purchase from the Participating Retailer (“Retailer”) and (2) opting to participate in the Program as set forth herein, you are agreeing to these Terms for the benefit of Retailer and CCI. If you do not agree to these Terms, you should elect not to participate in the Program. Participation is completely optional; you may complete an Eligible Purchase from Retailer without participating in the Program.

BY CLICKING ON THE "I ACCEPT" BUTTON OR ACCESSING OR USING THE PROGRAM OR SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO AGREE TO THESE TERMS AND, IF AGREEING ON BEHALF OF AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE PROGRAM OR SERVICES.

1. Defined Terms.

Capitalized terms used herein will have the meanings set forth below or the meanings set forth in the body of these Terms.

- A. **“Conditional Rebate Program”** or **“Program”** means the specific promotion pursuant to which you have purchased an eligible product from Retailer and opted to participate in a promotion under which you may receive a specified Rebate, not to exceed your total Purchase Price, if a defined Condition occurs.
- B. **“Condition”** means the specified external event or outcome, based on objective and verifiable real-world events, that determines whether a Rebate is awarded.
- C. **“Eligible Purchase”** means your purchase of a product from Retailer during the specified Purchase Period, provided such purchase has been identified as eligible for the Program at the point of sale or otherwise prior to your purchase, and you affirmatively complete and submit a required selection in connection with the Program. If the required selection is not completed as specified, if the purchase cannot be linked or verified as required by the Program, or if any items are returned to the Retailer, the purchase will no longer be considered an Eligible Purchase.
- D. **“Program Entry”** means your completed submission of the required selection through the Program Entry Form.
- E. **“Program Entry Form”** or **“Program Entry Page”** means the user interface made available to you by or on behalf of Retailer with information on the Program, including these Terms, and may include an online page, checkout interface, mobile landing page,

or point-of-sale interface accessed in connection with an in-store or physical purchase, including by QR code or other link.

- F. **“Program Period”** means the period of time during which you must complete an Eligible Purchase and submit a Program Entry to be eligible for a Rebate.
- G. **“Entry Period”** means the amount of time during which you must complete and submit the Program Entry, as specified in the Program details.
- H. **“Purchase Date”** means the date you completed the Eligible Purchase.
- I. **“Purchase Price”** means the total amount paid by you for an Eligible Purchase, excluding any tax or any portion of the order paid with a gift card, store credit, coupon, or discount code. By default, shipping is excluded from the Purchase Price unless otherwise specified.
- J. **“Rebate”** means the promotional value provided to you if you participate in a Program and the specified Condition occurs. A Rebate may be expressed as a fixed dollar amount or percentage of the Purchase Price and may be issued in the form of promotional store credit, a fixed future discount code, or another equivalent promotional incentive, as determined by Retailer and specified in the Program details. A maximum Rebate per order may be defined in the Program details. The Rebate calculation does not include any portion of the Purchase Price paid using a gift card, store credit, coupon, discount code, or other promotional incentive.

2. How to Participate in a Program.

To participate in any Conditional Rebate Program, you must (1) opt in for participation during the Entry Period by completing and submitting the required selection through the Program Entry Form, and (2) complete an Eligible Purchase in accordance with these Terms.

The Program Entry Form may be presented during the checkout process for an Eligible Purchase or on a dedicated promotion landing page, including in connection with in-store or physical purchases. The Program Entry Form will outline the Program details, including the Eligible Purchase requirements, applicable Condition, and potential Rebate.

If the Program Entry is completed prior to purchase, you must complete one or more Eligible Purchases within the timeframe specified in the Program details, as applicable to the Program structure. If the Program Entry is completed during or after purchase, it must be properly linked to the corresponding Eligible Purchase as required by the Program, including via order information, receipt submission, email address, account information, transaction data, or other verification method. Entries that cannot be successfully linked, matched, or verified will be void.

Each Program Entry will be associated with one or more Eligible Purchases as specified in the applicable Program details. In certain Programs, a single Program Entry may be applied to multiple Eligible Purchases completed within the applicable Program Period or Entry Period, including through automated matching based on information such as email address, account,

transaction data, or other identifiers. CCI may automatically associate Eligible Purchases with an existing Program Entry where permitted by the Program structure.

Where multiple Eligible Purchases are associated with a single Program Entry, each Eligible Purchase will be evaluated independently for eligibility and Rebate determination in accordance with these Terms and the Program details. Any attempt to improperly associate a Program Entry with purchases outside the permitted structure of the Program may result in disqualification.

Upon receipt and review of a Program Entry and corresponding Eligible Purchase(s), CCI will evaluate whether all Program requirements have been satisfied. CCI's determination of eligibility and compliance with Program requirements shall be final and binding. If accepted, a confirmation email or other confirmation notice may be sent to notify you of acceptance. You will not be considered a Program Participant and will not be eligible for a Rebate until your Program Entry and associated Eligible Purchase(s) are accepted.

Use of automated systems, bots, scripts, or other methods to participate is prohibited and may result in disqualification.

CCI is not responsible for and will not consider any entries that (i) are incomplete, damaged, illegible, misdirected, inaccurate, not received, lost, stolen, delayed, undelivered, or late for any reason, including as a result of any technical, electronic, telephone, hardware, software, internet, server, email platform, social media platform, website, application, network, computer, data transmission, or any third-party service errors, malfunctions, or difficulties of any kind (collectively, "Transmission Failures"), or (ii) do not conform with any of the requirements of these Terms (collectively, "Faulty Entries"), including entries received after the Entry Period.

3. Program Rules and Limitations

You may submit only one Program Entry per Program unless otherwise expressly permitted in the applicable Program details. Each Program Entry may be associated with one or more Eligible Purchases as specified in the Program details. Additional entries, duplicate submissions, attempts to improperly associate a Program Entry with purchases outside the permitted structure of the Program, or attempts to participate outside the defined Program structure may be disqualified.

For Programs involving in-store, point-of-sale, QR code, receipt submission, or promotion landing page entry methods, the Program Entry must be properly linked to one or more corresponding Eligible Purchases in accordance with the Program requirements. Matching may be based on information such as email address, order information, receipt data, transaction information, account identifiers, or another verification method specified in the Program details. Entries that cannot be successfully linked, matched, or verified will be void and no Rebate will be awarded.

CCI reserves the right to reject, void, disqualify, or limit any Program Entry or associated Eligible Purchase(s) in its sole discretion, including where it determines that participation does not comply with the structure, intent, or requirements of the Program.

The Program is a conditional promotional offer in which a Rebate may be provided if a specified external Condition occurs. The applicable Condition is based on real-world events that are not controlled or influenced by CCI. No additional consideration is required to participate beyond the Eligible Purchase, and the value of any Rebate will not exceed the Purchase Price of the applicable Eligible Purchase unless otherwise expressly disclosed in the Program details.

4. Program Period and Award of Rebate

After the end of the Program Period, CCI will notify you if the Condition did occur. CCI may, but is not obligated to, provide notice if the Condition does not occur.

If it did occur, and subject to verification in accordance with these Terms, a Rebate will be awarded. If the Condition did not occur, no Rebate will be awarded and the Program will cease.

Where a Program Entry is associated with multiple Eligible Purchases, each Eligible Purchase will be evaluated independently for eligibility and Rebate determination. A Rebate may be awarded with respect to each Eligible Purchase that satisfies the applicable Program requirements.

The participating Retailer, and not CCI, is solely responsible for accepting, honoring, and servicing Rebates. CCI may facilitate the issuance of Rebates but does not itself redeem or service Rebates.

Any potential recipient will be deemed eligible to receive a Rebate only after verification of eligibility. CCI may disqualify you from the Program and deem any Program Entry or associated Eligible Purchase void if it suspects or finds that you have (i) violated any applicable law or these Terms, including by (a) entering as a minor or (b) entering as a resident of a location in which the Program is void; (ii) tampered or attempted to tamper with the entry process or the operation of the Program; (iii) acted in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten, bully, or harass any other person; or (iv) attempted to undermine the legitimate operation of the Program by cheating, hacking, deception, or other unfair practices (collectively, "Violating Entries").

CCI is not responsible for the accuracy, completeness, or reporting of any external event used to determine the Condition.

Timing of Rebate. The Rebate will be made available within fourteen (14) days after the occurrence of the Condition. Additional terms and conditions may apply to processing of a Rebate.

To receive a Rebate, you may be required to verify your identity with Retailer and take other actions reasonably requested by Retailer and/or CCI to ensure your eligibility.

Rebate Terms:

- Rebates may be issued in the form of promotional store credit, a fixed future discount code, or another equivalent promotional incentive, as specified in the Program details.
- Rebates may expire after a stated period following issuance (for example, 30, 60, or 90 days). The applicable expiration period will be clearly disclosed in the Program details, including on the Program Entry Page and/or in the communication delivering the Rebate.
- Any Rebate not redeemed within the applicable expiration period will be forfeited and will no longer be valid.
- If no expiration period is expressly stated at the time of issuance, the Rebate will remain valid until redeemed, subject to applicable law and any additional terms provided by the Retailer.
- Rebates have no cash value, are not transferable, and may not be exchanged for cash except where required by law.
- Rebates may be subject to additional terms, including minimum purchase requirements, product eligibility restrictions, usage limits, or other limitations as specified in the Program details or at the time of issuance.
- Rebates may be redeemed only with the participating Retailer identified for the Program unless otherwise stated.
- In no event will the value of any Rebate exceed the Purchase Price of the applicable Eligible Purchase unless otherwise expressly disclosed in the Program details.

5. Eligibility.

The Program is open to legal residents of the United States who are at least 18 years old (or the age of majority in your state if higher than 18) at the time of completing an Eligible Purchase and submitting your Program Entry Form. Employees of Retailer are ineligible to participate in any Program. The Program may not be combined with other sales incentives, discounts, rebates, or promotions. Any portion of the Purchase Price paid or satisfied using store credit, discount, gift card, prior Program Rebate, or other promotional incentive may not be used to satisfy any minimum purchase requirement for an Eligible Purchase and will not be included in the Rebate calculation. Void where prohibited.

6. No Social Media Platform or League Endorsement; Release.

A Program may involve one or more social media platforms. In all cases, however, the Program is in no way sponsored, endorsed, or administered by, or associated with any such platform, including Meta Platforms, Inc. (Facebook), Instagram Inc., ByteDance Ltd. (TikTok), Google Inc.

(YouTube), or Twitter, Inc. (collectively, "Social Media Companies"). You understand that by using and interacting with the application or website of any of the Social Media Companies, you are subject to the terms, conditions, and policies that govern the use of those applications and websites. You should therefore review the applicable terms and policies, including privacy and data gathering practices, before using or interacting with them.

Although the Program offers Rebates based on Conditions associated with professional sports leagues and teams, including the NBA, NFL, MLB, NHL and others (the "Leagues and Teams"), neither Retailer and/or CCI nor the Program is affiliated with, or sponsored or endorsed by, any of them. Retailer's and/or CCI's use of professional sports league and team names is solely for the purpose of identifying the Condition triggering a Rebate.

By participating in any Program, you agree to comply with all Social Media Companies' terms and policies, and you hereby release and discharge, and you will indemnify and hold harmless, the Social Media Companies and the Leagues and Teams, and their respective affiliates, employees, officers, directors, and representatives from any claims, losses, and damages arising out of or relating to the Program.

7. Privacy.

By participating in a Program, you recognize and agree that the information provided by you will be (a) made available to Retailer, and use of such information by Retailer and CCI will be governed by the Privacy Policy found at <https://cheerscash.com/privacy-policy.pdf>. You agree that personal information shared in connection with a Program: (i) may be processed, shared, and otherwise used for the purposes and within the context of any Retailer Conditional Rebate Program and (ii) if you consent, may be used by Retailer and/or CCI for purposes of sending marketing information generally. Personal information may also be used by Retailer to verify your identity, age, address, or to otherwise verify eligibility to participate in the Program. This includes information provided through Program entry at point-of-sale locations (e.g., via QR code or Program landing page) and information used to reconcile your entry with an Eligible Purchase.

8. Termination of the Program; Changes to Terms.

CCI or Retailer may terminate, suspend, or modify these Terms or a Program (or any portion thereof) at any time, in any manner, with prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason a Program is not capable of running as originally planned, including due to any virus, worm, bug, technical failures, unauthorized human intervention, or other causes that corrupt or affect the administration, security, fairness, or proper conduct of the Program, CCI may terminate the Program.

Termination of a Program will not affect Rebates already issued, which will remain subject to their stated expiration terms, except in cases of fraud, technical error, or incorrect issuance (including errors in calculation, processing, or delivery), as determined by CCI in its sole discretion.

9. Release; Disclaimer.

CCI, Retailer and its service providers and promotional partners, the Social Media Companies, the Leagues and Teams, and their respective affiliates and subsidiaries, and the directors, officers, employees, representatives, and agents of all such entities (collectively, the “Released Parties”) do not assume any liability for and may not be held liable for, and you hereby release and discharge, and will indemnify and hold them harmless from, any and all liability, losses, damages, rights, claims, and actions of any kind arising out of or relating to (i) the Program; (ii) any Faulty Entries or Violating Entries; (iii) any Transmission Failure, including any injury or damage to your or any other person’s computer related to or resulting from downloading any material connected to the Program, all of which may affect a person’s ability to participate in the Program; (iv) any errors, omissions, or incorrect or inaccurate information in any Program-related materials; or (v) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party, including third-party computer “hackers” or otherwise. CCI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROGRAM. This section shall apply to the extent permitted by law.

10. Limitation of Liability.

Without limiting the foregoing or any other provision herein, the Released Parties’ total liability for any and all claims, judgements, losses, costs, damages and awards against the Released Parties shall not exceed the total Purchase Price for the Eligible Purchase. In no event shall the Released Parties be liable for any attorneys’ fees, punitive, indirect, incidental, special, and consequential damages. This section shall apply to the extent permitted by law.

11. Taxes.

You will be solely responsible for any and all taxes or other assessments associated with receipt and use of the Rebate.

12. Force Majeure.

CCI will not be liable for failure or delay in the Program because of causes beyond its reasonable control, including acts of God, terrorism, war, riots, fire, earthquake, flood, pandemic, or degradation or failure of third party networks or communications infrastructure.

13. Choice of Law; Equitable Relief.

The Program is void wherever prohibited or restricted by applicable law and is subject to all applicable laws. The Program and these Terms will be governed by and construed in accordance with the laws of New York. Notwithstanding anything to the contrary herein, you acknowledge and agree that a breach by you of these Official Rules would cause CCI irreparable harm for which monetary damages would not be an adequate remedy, and in the event of such breach or threatened breach, CCI will be entitled to injunctive or equitable relief.

14. Agreement to Arbitrate.

ARBITRATION AGREEMENT: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

- A. This Section 14 is referred to in these Terms as the "Arbitration Agreement." You agree that any and all disputes or claims that may arise between you and the Released Parties in connection with the Program shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement. You agree that, by entering into these Terms and Conditions, you, CCI, and Retailer are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.
- B. YOU AND CCI AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND RETAILER AND/OR CCI AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).
- C. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Retailer and/or CCI and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Retailer and/or CCI may commence an arbitration proceeding.
- D. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. If there is any inconsistency

between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

- E. Unless CCI and/or Retailer and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, CCI and/or Retailer agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.
- F. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, CCI will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, CCI and/or Retailer will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, CCI and/or Retailer will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Finally, if the value of the relief sought is \$75,000 or less, CCI and/or Retailer will pay reasonable attorneys' fees should you prevail. CCI and/or Retailer will not seek attorneys' fees from you. But, if you initiate an arbitration in which you seek more than \$75,000 in relief, the payment of attorneys' fees will be governed by the AAA Rules.
- G. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

15. Severability.

The provisions of these rules are deemed by the parties to be severable and the invalidity or unenforceability of any one or more of the provisions will not affect the validity or enforceability of any other provision, and all other provisions shall remain in full force and effect. If any one or

more of the provisions of these rules is held to be excessively broad or invalid, illegal, or unenforceable, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by applicable law in conformance with its original intent.