

BIC Back to School Rewards Program Official Terms and Conditions

PLEASE READ THESE OFFICIAL TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE BIC BACK TO SCHOOL REWARDS PROGRAM, YOU AGREE TO BE BOUND BY THESE OFFICIAL TERMS AND CONDITIONS AND ALL TERMS INCORPORATED BY REFERENCE.

Must be a legal resident of the 50 U.S. & D.C., 18 or older. All purchases must be between 12:00:00 a.m. ET on 6/15/20 and 11:59:59 p.m. ET on 8/31/20. Limit two Reward Cards per e-mail/household. Void where prohibited or restricted by law. Claim Reward Card by 9/18/20. Visit www.bicschoolsavings.com for full Terms & Conditions, including participating products.

Offer Timing: The BIC Back to School Rewards Program (the “Offer”) begins on June 15, 2020 at 12:00:00 a.m. Eastern Time and ends August 31, 2020 at 11:59:59 p.m. Eastern Time, or when supplies of Offer item are exhausted, whichever occurs first (the “Offer Period”).

Eligibility: The Offer is open only to legal residents of the 50 United States or the District of Columbia, who are eighteen (18) years of age as of the date of Offer redemption. Employees of BIC Consumer Products, a division of BIC USA Inc. (the “Sponsor”), its parent company, subsidiaries, divisions, affiliates, suppliers, distributors, licensees, and advertising, promotional and judging agencies, and members of the immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) and households of each (whether related or not) are not eligible to participate in the Offer. This Offer is void where taxed, prohibited, or restricted by law. All federal, state, and local laws and regulations apply. Federal, state and local taxes, if any, are the sole responsibility of participant. Consumer pays sales tax.

How to redeem the Offer and receive one (1) \$5 BIC Back to School Rewards card (the “Reward Card”), as follows: During the Offer Period, purchase \$10 worth of participating BIC Stationery products (less coupons used and taxes paid) (the “Participating Products”) at a participating Walmart store or Walmart.com. Then, visit www.BicSchoolSavings.com (the “Website”). Click where indicated to submit your original itemized, store-identified, dated cash register receipt showing the purchase of Participating Product(s) (“Receipt”). Purchases must occur in a single transaction during the Purchase Period. Additional instructions for completing your submission are available on the Website.

Offer must be redeemed online by 11:59:59 p.m. Eastern Time on September 18, 2020. If the Receipt is illegible, a copy, does not have the products clearly circled, or is otherwise non-compliant with the Receipt requirements described herein, then a Reward Card will NOT be issued. **Receipt must contain at least \$10 worth of Participating Products (less coupons used and taxes paid) to receive Reward Card.**

Conditions and Disclaimers:

Offer valid while supplies last. **Limit two (2) Reward Cards per e-mail/household.** Reward Cards will be mailed to the address provided at time of registration within approximately 2-4 weeks after receipt by TPG Rewards (the “Administrator”). **Reward Card is only valid for use at participating Walmart stores on participating products (excludes purchases from Walmart.com). A full list of participating products is listed on the site at www.BicSchoolSavings.com.** The Offer is valid only for consumer use, not for resale or for commercial or reseller accounts. This Offer is (i) not redeemable for cash or

cash equivalents; (ii) is not valid on past or pre-ordered purchases. This Offer is subject to change or discontinuation without notice. Offer cannot be combined with, and is not valid with, any other rebate, offer, discount, promotion or program.

Fraudulent submission could result in Federal prosecution under the U.S. Mail Fraud Statutes (18 United States Code, Sections 1341 and 1342). All information submitted in connection with the Offer will be treated in accordance with these official Terms and Conditions and Sponsor's Privacy Policy (as may be amended from time to time), currently located at <https://www.shopbic.com/privacy-policy>. By redeeming the Offer, each participant agrees that Sponsor may share participant's personal information with its affiliates for the purpose of Reward Card fulfillment.

Use of computer programs and other automatic means to participate in the Offer is prohibited. Any attempt by any participant to obtain more than the stated number of Offers by using multiple/different email addresses, identities, mailing addresses, registrations and logins, or any other methods will void such Offer redemptions. Normal Internet access and usage/data charges imposed by your online/phone service may apply. Sponsor reserves the right to substitute the Reward Card with an alternate Reward Card of equal or greater value in the event that the Reward Card becomes unavailable for any reason.

No Post Office Boxes allowed for Reward Card, only street or rural route addresses are acceptable. Invalid, multiple requests, or requests from clubs or organizations will not be returned or honored.

Redeemed Offer will be declared to be made by the authorized account holder of the e-mail address submitted at the time of redemption. "Authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet Access provider, Online Service provider, or other organization (e.g., business, educational institution etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute regarding the identity of the person submitting a registration form, the registration will be deemed to be submitted by the person in whose name the e-mail account is registered. Offer redemptions generated by script or bot are not eligible. Sponsor is not responsible for any Offers that are returned as undeliverable.

The Sponsor further reserves the right to cancel, terminate or modify the Offer at any time for any reason, in Sponsor's sole discretion and all Offers properly submitted prior to cancellation will be honored. Sponsor, Administrator, and each of their respective parent, subsidiary and affiliate companies are not responsible for late, inaccurate, delayed, garbled, misdirected, or incomplete Offers; or computer system, phone line, hardware, software or program malfunctions; or other errors of any kind, failures or delays in computer transmissions or network connections that are human or technical in nature, including misdirected Reward Cards or lost, late or damaged Reward Cards or mail. Sponsor, Administrator, and each of their respective parent, subsidiary and affiliate companies assume no responsibility or liability for damages, losses or injury resulting from the Offer.

By accepting the Offer, the participant agree to release and hold harmless Sponsor, and its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising, in whole or in part, directly or indirectly, out of participation in the Offer or receipt or use or misuse of the Reward Card.

ALL REWARD CARDS ARE HONORED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. ADDITIONAL TERMS AND CONDITIONS MAY APPLY TO THE USE OF THE REWARD CARD.

As a condition of participating in this Offer, participant: (1) agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these official Terms and Conditions, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Offer, shall be governed by, and construed in accordance with, the laws of State of Connecticut, without giving effect to any choice of law or conflict of law rules; (2) consents to the jurisdiction and venue of the federal, state and local courts for Connecticut; (3) agrees that any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Offer, but in no event attorneys' fees; (4) agrees that under no circumstances will participant be permitted to seek recovery for, and participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased; and (5) agrees to be bound by these official Terms and Conditions and the decisions of the Sponsor, which are final and binding, without right of appeal, with respect to all aspects of the Offer, including without limitation, eligibility of participants and validity of Reward Card.

If any provision of these official Terms and Conditions is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these official Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

These official Terms and Conditions constitute the entire agreement between Offer participants and the Sponsor pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these official Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

For questions about your Reward Card, please email customerservice@tpgrewards.com

SPONSOR: The Sponsor of the Offer is BIC Consumer Products, a division of BIC USA Inc., One BIC Way, Suite 1, Shelton, CT 06484.

ADMINISTRATOR: TPG Rewards Inc., 19790 West Dixie Highway, Miami, FL. 33180