

## **HOT POCKETS – GET DLC OFFER (the “Promotion”)**

### **PROMOTION TERMS AND CONDITIONS (“Terms and Conditions”)**

#### **1. HOW TO PARTICIPATE:**

- A) BUY** a minimum of one (1) specially marked **HOT POCKETS**<sup>®</sup> product (such product will have PUBG: BATTLEGROUNDS callout) (“**Qualifying Purchase**”) between 5/01/2022 and 7/31/2022 (“**Promotion Period**”). One (1) Code per Qualifying Purchase. Each qualifying product purchased will earn one (1) Code. Limit five (5) Promotion Codes per person per HOT POCKETS offers combined, regardless of where purchased. Internet access required to participate in the Promotion and access/play game
- B) TAKE A PICTURE** of your receipt showing the Qualifying Purchase and go to <http://www.hotpockets.com/pubg> (“**Website**”) to provide email address and upload your receipt (“**Submission**”). Each receipt must be submitted separately and within thirty (30) days of purchase date on receipt. Last date to submit a receipt is 8/31/22. Only a Qualifying Purchase made during the Promotion Period, and submitted as specified in these Terms and Conditions, is valid for this offer. Submission must include the entire receipt from top to bottom, including all four (4) corners. For longer receipts, scan or take picture in sections; you can upload up to five (5) images in one (1) Submission. Be sure that the store name, date, bar code (if available), items and prices are legible in your image(s). Blurry and/or unreadable receipt images will be rejected. For help or more information, visit <http://www.hotpockets.com/pubg>.
- C) GET** exclusive down-loadable content (“**DLC**”) for **PUBG: BATTLEGROUNDS** game via a unique promotion code (the “**Code**”). Code will be sent to participants via email to the email address included when the participant uploaded receipt within about 48 hours of receipt by Sponsor (as defined below). The email will also include a link to <https://accounts.krafton.com/hotpockets>, which will allow participants to redeem Code(s). Participants must have an account with Krafton for PUBG: BATTLEGROUNDS to redeem Code(s). Get more information on the free-to-play PC/console PUBG: BATTLEGROUNDS game at <https://play.pubg.com>. **Code(s) must be redeemed at <https://accounts.krafton.com/hotpockets> by no later than 1/30/2023, and will become void if not redeemed by this expiration date. One (1) Code = 1 DLC item** (described in Section 4 below). Using DLC requires access to have PUBG: BATTLEGROUNDS game. Krafton is not a sponsor of this offer.

- 2. ELIGIBILITY:** Promotion open to legal residents of the fifty (50) United States and the District of Columbia who are 16 years of age or older. An eligible minor should have a parent’s or legal guardian’s permission. By participating in the Promotion, each participant (and, if an eligible minor, their parent or legal guardian) unconditionally accepts and agrees to comply with and abide by these Terms and Conditions, the Website [terms of service](#), and the decisions of Nestlé USA, Inc., (“Sponsor”) and

Snipp Interactive (“Administrator”), which shall be final and binding in all respects. Void where prohibited.

3. **Submissions.** All Submissions become the property of the Sponsor. Submission at the Website via a wireless device is designed to work with most of the major U.S. wireless carriers in the United States, but Sponsor makes no guarantee that any particular wireless service provider will participate, and the wireless device that is used must be capable of wireless internet access. Participants should check their phone’s features to see if they have that capability. Wireless service providers may charge entrants for Submission(s) from a wireless device, including any error message(s) sent and received in connection with the promotion, based on the applicable wireless service pricing plan. Participants should consult their wireless service provider’s pricing plan for details. Sponsor, in its sole discretion, may add or delete a wireless carrier at any time, without notice. Proof of Submission from a wireless device is not considered proof of delivery to or receipt by Sponsor or Administrator, or other designee of Submission materials.

In the event of a dispute regarding who submitted a Submission, the Submission will be deemed to have been submitted by the authorized account holder of the e-mail address provided at the time of submission and such individual must comply with these Official Rules. “Authorized account holder” is defined as the person who is assigned an e-mail address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A Participant may be required to provide proof (in a form acceptable to the Sponsor and Administrator – including, without limitation, government-issued photo identification) that the participant is the authorized account holder of the email address associated with the Submission in question.

4. **CODES:** Each exclusive, down-loadable, in-game content Code will be delivered separately. Codes for will be earned in order, based on the number of qualifying products purchased, as follows:
  - a. First (1<sup>st</sup>) Reward: Jacket
  - b. Second (2<sup>nd</sup>) Reward: Pants
  - c. Third (3<sup>rd</sup>) Reward: Helmet
  - d. Fourth (4<sup>th</sup>) Reward: Boots
  - e. Fifth (5<sup>th</sup>) Reward: Gloves

Limit five (5) Codes per participant for all Hot Pocket promotions combined, regardless of where purchased. Released Parties expressly disclaim any and all liability for Code(s) 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. Each Code can only be used once and subsequent attempts to re-submit or re-use the same Code will be void. If a person enters the same Code into multiple accounts or attempts to establish multiple accounts, then the Sponsor, in its sole discretion, may void any Codes or accounts. Codes and any resulting DLC have no cash value. DLC items are provided "as is" with

no warranty or guarantee. Codes generated by script, macro or other automated means or by any means which subvert the submission process are void. Sponsor reserves the right to substitute an item of comparable or greater value, at its sole discretion. Participants cannot substitute, transfer, sell, barter or auction any Code. If any part of any Code or redemption thereof is counterfeited, or if a Code comes from other games or promotions, or if any part of any Code is illegible, mutilated or tampered with in any way or obtained through illegitimate means, or if a Code contains or reflects printing, typographical, mechanical or other errors, the Code and/or redemption thereof, as applicable, will be rejected and will be deemed void and invalid. Liability for an irregular Code is limited to providing another code, subject to verification of original Code irregularity. Each participant acknowledges and agrees that the decisions of the Sponsor are final and binding, including without limitation, determinations regarding the validity of Codes.

- 5. Release of Liability:** By participating in this Promotion, participant (and, if an eligible minor, their parent or legal guardian) agrees to release and hold harmless Sponsor, Krafton, Administrator, and each of their respective parents, subsidiaries, affiliates, representatives and agents (including any third parties who assist in the administration of this promotion) and the respective directors, officers and employees of each (collectively, the "Released Parties") from any and all liability from claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any Code, participation in this Promotion or any Promotion-related activities.

Released Parties are not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, delayed, inaccurate, or technically corrupted or garbled Submissions, receipts, emails, Codes, or other communications of any kind; or for errors or problems of any kind, whether mechanical, human, network, typographical, electronic, or otherwise, related to the Promotion, including, but not limited to, in connection with the administration of the Promotion, the processing or review of Submissions, the functionality of the Codes, or in any Promotion-related materials. Released Parties shall not be responsible for incorrect or inaccurate Submission information whether caused by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the Submission in the Promotion. Released Parties assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of Submissions.

Released Parties are not responsible for (a) any incomplete, incorrect or inaccurate information whether caused by Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Program 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 Website (including the mobile version), Code(s) or transmissions (whether sent by or to a 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.

Released Parties will not be liable for: (i) any failure during the Promotion; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any receipt image and/or other information to be received, captured, recorded or otherwise function properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a Participant's computer, cell phone, or other device, related to or resulting from participating in the Promotion; (v) anyone being incorrectly and/or mistakenly identified as having a valid receipt or having fulfilled the purchase requirement; and/or (vi) any combination of the above.

6. **GENERAL CONDITIONS:** This Promotion is subject to all applicable federal, state, and municipal laws.

ANYONE DEEMED BY SPONSOR TO BE IN VIOLATION OF SPONSOR'S OR ADMINISTRATOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS AND CONDITIONS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF SPONSOR OR ADMINISTRATOR AT ANY TIME.

Sponsor and Administrator reserve the right, in their sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Terms and Conditions. Sponsor and Administrator reserve the right to refuse participation to any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to participate. In their sole and absolute determination, Sponsor and Administrator may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's Submissions and/o Code(s).

Sponsor reserves the right to adjust any of the dates, timeframes and/or other Promotion mechanics stipulated in these Terms and Conditions, to the extent deemed necessary by Sponsor or Administrator, in light of any other circumstances which, Sponsor and Administrator, in their sole and absolute discretion, deem to affect the proper administration of the Promotion as contemplated in these Terms and Conditions, or for any other reason.

In the event of any discrepancy or inconsistency between these Terms and Conditions and disclosures or other statements contained in any Promotion-related materials, including, but not limited to, any point of sale, television, print or online advertising, and/or any instructions or interpretations of these Terms and Conditions given by any representative of Sponsor or Administrator, these Terms and Conditions shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Promotion will be governed by and construed in accordance with the domestic laws of USA, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties (and, if eligible minors, their parents or legal guardians) hereby consent to the exclusive jurisdiction and venue of the courts located in the Commonwealth of Virginia, and specifically the City of Arlington in any action to enforce (or otherwise relating to) these Rules or relating to this Program.

Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Promotion (or to amend these Terms and Conditions) in any way, in the event of any cause that interferes with the proper conduct of this Promotion as contemplated by these Terms and Conditions, including, without limitation, any error(s), problem(s), computer virus(es), bug(s), tampering, unauthorized intervention, fraud or failure(s) of any kind. Any attempt to undermine the legitimate operation of this Promotion in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

7. **Use of Personal Information, Privacy:** For information on how your personal information may be used, should you opt-in to receive emails from Nestlé USA, Inc., please read the privacy notice at: <https://privacy.nestleusa.com/>.

For information on how your personal information may be used by the Administrator, please read the privacy notice at: <https://www.snipp.com/privacy-policy>.

**Sponsor:** Nestlé USA, Inc., 1812 N. Moore Street, Arlington, VA 22209

**Administrator:** Snipp Interactive, 6708 Tulip Hill Terr, Bethesda, MD 20816

**Qualifying Products:**

<b>Description</b>	<b>Pack Size</b>	<b>UPC</b>
Ham & Cheese Crispy	2 ct	043695071122
Ham & Cheese Crispy	12 ct	043695075120
Ham & Cheese Crispy Crust	5 ct	043695071443
Ham & Cheese Croissant Crust	2 ct	043695056327
Ham & Cheese Croissant Crust	12 ct	043695327939
Philly Steak & Cheese	5 ct	043695159905
Philly Steak & Cheese	2 ct	043695071078
Philly Steak & Cheese	12 ct	043695075205