

**5-hour ENERGY® MLB® Sweepstakes
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. The 5-hour ENERGY® MLB® Sweepstakes (the "Promotion") begins at 9:00:00 AM Eastern Standard Time on March 1, 2018, and ends at 11:59:59 PM Eastern Daylight Savings Time on June 11, 2018 (the "Promotion Period"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion. The Promotion and Sweepstakes are in no way sponsored, administered, executed or produced by any MLB Entity.

- 1. ELIGIBILITY:** The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) (except Alabama and Nebraska nineteen [19] and twenty-one [21] in Mississippi) years of age as of date of entry. Employees, officers and directors of Living Essentials, LLC ("Sponsor"), Snipp Interactive, Realtime Media LLC ("Administrator"), the MLB Entities and each of their respective parent companies; affiliates; subsidiaries; and advertising, contest, fulfillment and marketing agencies; (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. The "MLB Entities" shall mean the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., BAMTech, LLC, The MLB Network, LLC, the Major League Baseball Clubs ("Clubs"), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

- 2. HOW TO ENTER THE PROMOTION:** You may enter the Promotion in one (1) of the following two (2) ways: submitting a valid receipt of a qualifying purchase, or via mail in. No other method of entry will be accepted. Entry methods are detailed below. **Limit of fifty (50) total Sweepstakes Entries per person, per email address, regardless of method of entry below.**
 - 1. PURCHASE OF QUALIFYING PRODUCT METHOD:** During the Promotion Period purchase any 5-hour ENERGY® product in store and submit a photo of the valid receipt ("Receipt Photo") of the qualifying purchase and complete an online registration form during the Promotion Period. **Valid on purchases from March 1, 2018, through June 11, 2018. All submissions of Receipt Photos and registration forms must be received by Monday, June 11, 2018, at 11:59:59PM EST to be eligible.** Before submitting a Receipt Photo, participants must highlight the qualifying product(s) on the receipt with a star or check. Receipt Photo must clearly show the receipt in its entirety. Participants should keep their receipt. Sponsor reserves the right to require a participant to provide original receipt for verification purposes upon request. Participants will need to submit their Receipt Photo via either of the methods below:
 - a.** Upload your Receipt Photo by texting the keyword "5HEWIN" to 811811 to receive a text message with instructions. You will first receive a text message with opt-out instructions and disclosure automated text messages for **each** submission of a Photo Receipt to the number provided, along with instructions for receipt submission. Limit of 160 characters per text. You will then receive a link to www.5HEWIN.com (the "Website") via text and must completely enter your true and correct information in the required fields on the registration form.
 - b.** Upload your Receipt Photo at www.5HEWIN.com and completely enter your true and correct information in the required fields on the registration form.

- c. Send an email with your Receipt Photo to rewards@5HEWin.com. You will subsequently receive a link to the registration form to register for the Program via email within one full business day.

Regardless of method of Receipt Photo submission, the registration form must be completed in its entirety by entering your true and correct information in the required fields (required fields include: Full Name, Complete Mailing Address, E-mail Address, and Phone Number). Each eligible receipt that contains any eligible flavored 5-hour ENERGY® product received via any of the above methods will earn one (1) entry into the Promotion (“Sweepstakes Entry”). No responsibility is assumed for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind or (ii) any incorrect data contained in any Sweepstakes Entry. **Limit of fifty (50) total Sweepstakes Entries per person, per email address throughout the Promotion Period.**

2. **ALTERNATE MEANS OF ENTRY:** To enter without purchase, hand-print your full name, full mailing address, email address, phone number, and birth date on a plain 3x5 inch paper. Mail your completed entry to Realtime Media, Attn: 5-hour ENERGY® MLB SweepsEntry, 200 Four Falls Corporate Center, Suite 130, Conshohocken, PA 19428. By successfully submitting a mail in entry as directed you will receive one (1) entry into the Sweepstakes (“Mail In Sweepstakes Entry” and together with the Purchase Sweepstakes Entry, “Sweepstakes Entry(ies)”). Each entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. No responsibility is assumed for lost, late, incomplete, illegible, misdirected or postage-due entries. Mail-in entries must be postmarked no later than June 11, 2018 (and received by June 16, 2018) to be eligible for the drawing. All mail in Sweepstakes Entries become the property of Sponsor and will not be returned or acknowledged.
3. **SWEEPSTAKES DRAWING/ODDS:** On or about June 18, 2018, the Administrator will conduct a random drawing from among all eligible Sweepstakes Entries received within the Promotion Period and select one (1) potential Grand Prize winner. Odds of winning the Grand Prize depend on the number of eligible Sweepstakes Entries received. Subject to verification of eligibility and compliance with these Official Rules, the potential winner will be declared the official winner of the Sweepstakes.
4. **WINNER NOTIFICATION:** The potential prize winner will be notified by email and/or phone within three (3) business days of potential winner selection or as soon as reasonably practicable. Potential winner will have five (5) days to respond to winning notification before forfeiting his/her prize. The potential winner will be sent an Affidavit of Eligibility/Liability Release via email. All forms must be completed, signed, notarized and returned to Administrator within five (5) days of date of issuance. Potential winner becomes the “winner” only after verification of eligibility by Administrator. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, if the potential winner declines the prize for any reason or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate potential winner will be selected from among all remaining eligible Sweepstakes Entries.
5. **PRIZE/PRIZE RESTRICTIONS:** One (1) Grand Prize will be awarded during the Promotion as detailed below:

GRAND PRIZE (1): One (1) Grand Prize will be awarded, consisting of one (1) trip (**July 16-18, 2018**) for two (2) (winner and one (1) guest) to Washington, DC. Trip package includes the following:

- Round-trip coach air transportation for winner and guest from a major airport, as determined by Sponsor, near the winner’s home within the fifty (50) U.S. to Washington, DC;

- One (1) double occupancy standard hotel room accommodation for three (3) days/two (2) nights at a hotel in Washington, DC determined by Sponsor at its sole discretion;
- Two (2) tickets for use by winner and his/her guest for the 2018 MLB T-Mobile Home Run Derby®; and
- Two (2) tickets for use by winner and his/her one (1) guest for the 2018 MLB All-Star Game® presented by Mastercard (collectively, the “Grand Prize” or “prize”).

The Approximate Retail Value (“ARV”) of the Grand Prize is \$2,000.

GRAND PRIZE RESTRICTIONS: Actual prize value depends on the location of the winner’s residence. **Travel must be taken from July 16-18, 2018, and must be reserved fourteen (14) days in advance or prize will be forfeited and Sponsor will have no further obligation to such winner.** Any difference between stated ARV and actual value will not be awarded. Winner is responsible for any transportation not specifically noted in these rules. The Grand Prize does not include tickets to any event or exhibition during the 2018 MLB All-Star Week™ other than as specifically set forth herein. Winner and guest must travel together on the same itinerary and are responsible for obtaining all necessary travel documents prior to travel. Certain restrictions, as determined by Sponsor, may apply. If winner and guest cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate potential winner will be selected by random drawing from among all remaining eligible Sweepstakes Entries. Winner and travel guest must travel from major airport closest to the winner’s residence, as determined by Sponsor, in its sole discretion. Any picture identification requirements associated with air travel are the winner and travel guest’s responsibility. In the event the winner lives within one hundred (100) miles from Washington, DC, ground transportation in lieu of air transportation will be provided to and from the hotel and no difference in value will be awarded. Travel arrangements must be made through Sponsor’s agent, on a carrier of Sponsor’s choice and trip must be taken on a date of the Sponsor’s choosing. If winner and guest cannot travel on the dates specified by Sponsor, the prize will be forfeited in its entirety and the prize may be awarded to an alternate winner. Flight details are subject to availability and airline carrier’s regulations and conditions apply. The trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Promotion Parties are not responsible for lost or mutilated tickets and none will be replaced. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. The hotel accommodations, airline tickets and MLB tickets will be determined at the sole discretion of Sponsor. If any portion of the prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the prize with another prize of comparable or greater value. Guest must be of legal age of majority in his/her jurisdiction of residence (and at least eighteen (18)), unless the child or legal ward of winner, and must complete and return a publicity and liability release within five (5) days of date of issuance. If guest is the child or legal ward of the winner, winner must execute and return all required documents on behalf of such child or legal ward. All federal, state and local taxes and any other costs and expenses associated with prize acceptance and use not listed herein as part of the prize including, without limitation, ground transportation (other than that specified above as included in prize), luggage fees, souvenirs, miscellaneous hotel expenses, and gratuities are the sole responsibility of winner. Seat locations at the All-Star Game and Home Run Derby shall be determined in the sole discretion of Sponsor. Major League Baseball game, event and exhibition dates and times are determined in the sole discretion of the Office of the Commissioner of Baseball and/or the applicable Major League Baseball Club, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of the Grand Prize will govern in the event a legal game, event or exhibition, as defined by Major League Baseball, is not played or held, as applicable, due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Winner and his/her guest agree to comply with all applicable ballpark and venue, as applicable, regulations in connection with the Grand Prize. Sponsor and the applicable MLB Entities reserve the right to remove or to deny entry to the winner and/or his/her guest who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Promotion Parties will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Major

League Baseball game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded as prizes may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and Grand Prize forfeiture, and may invalidate the license granted by the game, event or exhibition tickets.

GENERAL PRIZE RESTRICTIONS: No prize substitution, cash equivalent of prizes, transfer or assignment of prizes is permitted, except by Sponsor which reserves the right to substitute the Grand Prize (or portion thereof) with a prize of comparable or greater value, in its sole discretion. Grand Prize will be fulfilled approximately four (4) to six (6) weeks after the Promotion has ended. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE THE WINNER'S SOLE RESPONSIBILITY.

- 6. GENERAL:** The winner hereby expressly grants to the Promotion Parties and each of their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and state of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by the applicable Promotion Parties and/or their licensors, and the winner hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of the applicable Promotion Parties and/or their licensors, and the winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of the winner's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Sponsor and may be changed from time to time without notice. The Sponsor reserves the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Sweepstakes Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Sweepstakes Entry will be deemed ineligible. Sweepstakes Entries generated by a script, macro or other automated means will be disqualified. Sweepstakes Entries that are incomplete, garbled, or corrupted are void and will not be accepted.
- 7. TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS:** Standard message and data rates may apply. By texting "**5HEWIN**" to 811811, you consent to receive up to 8 promotional text messages for **each** submission of a Photo Receipt (pertaining only to this Program) via an automatic telephone dialing system to the number you provided from Snipp on behalf of Sponsor. Your consent to the above is not required to make a purchase. You may text HELP to 811811 at any time for help, or text STOP to opt-out. **Carrier specific charges for text messages may apply, including error messages, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement.** SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be

different. Check your phone capabilities and service provider for specific instructions. Sponsor makes no guarantee that any particular wireless service provider will be compatible with this Program. Participant is responsible for all applicable fees and taxes associated with Program participation. Sponsor, in its sole discretion, may add or delete a cellular carrier at any time, without notice.

- 8. CONDUCT:** By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Sweepstakes Entries and/or registrations. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY PERSON RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.
- 9. CONSENT:** Receipts obtained through unauthorized means or illegitimate channels will be void. Receipts cannot be sold, traded, auctioned, or bartered; all of which will be void. Duplicate receipts and receipts from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs or organizations will be void. All requests become the property of Released Parties (defined below) and will not be returned. Fraudulent submission could result in federal prosecution under mail fraud rules and regulations. By participating in the Promotion, you agree (i) to release, discharge, indemnify and hold harmless the Promotion Parties and each of their respective parent, subsidiaries, affiliates, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, "Released Parties") from any liability or damages which may arise out of participation in the Promotion or out of the acceptance, use, misuse or possession of the Grand Prize (or any portion thereof). All applicable federal, state and local laws and regulations apply. Released Parties are not responsible for late, lost, incomplete, illegible, delayed, inaccurate, garbled, undelivered, misdirected requests, email, texts, or mail, or other errors or problems of any kind relating to or in connection with the Promotion, whether printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Promotion or in any Promotion-related materials. Persons found tampering with or abusing any aspect of this Promotion, who are acting in a disruptive or unsportsmanlike manner or who are otherwise not in compliance with these terms, as solely determined by Released Parties will not be eligible. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Promotion.
- 10. LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Sweepstakes Entries, URLs, or emails; (b) any incorrect or inaccurate Sweepstakes Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Sweepstakes Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in

connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Sweepstakes Entries, social networking posts, or registrations, the announcement of the Grand Prize, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Sponsor will award the prize from among all non-suspect, eligible Sweepstakes Entries received for the Sweepstakes up to the time of such action.

- 11. RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Released Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize (or portion thereof) awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 12. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winner, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Michigan or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of Michigan. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of Michigan. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 13. PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://5hourenergy.com/privacy-policy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 14. Marketing.** You agree the Promotion Parties may contact you by email or social media (such as Google, Twitter, and Facebook), with information on new products, services or upcoming events that Sponsor thinks may be of interest to me. You understand you may opt-out of such communication at any time through the 5hourenergy.com website or by clicking the "unsubscribe" at the bottom of any email communication. Eligibility to participate in the Sweepstakes is not dependent upon entrant's consent to receive such emails.
- 15. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to the Grand Prize winner.
- 16. WINNERS LIST:** To receive the list of the winner of the Grand Prize, send a #10 self-addressed, stamped envelope for receipt by July 31, 2018, to: 5-hour ENERGY® MLB Sweeps Winners List

Request, c/o Realttime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

SPONSOR: Living Essentials, LLC, 38955 Hills Tech Dr. Farmington Hills, MI 48331.

ADMINISTRATOR: Realttime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

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