

Bang Energy Presents
“Bang Energy Wyldin’
Watermelon™ Sweepstakes”
OFFICIAL RULES
NO PURCHASE NECESSARY TO ENTER OR WIN.

VOID WHERE PROHIBITED.

1) SPONSOR & ADMINISTRATOR: The Bang Energy Wyldin’ Watermelon™ Sweepstakes (the “Sweepstakes”) is sponsored by Vital Pharmaceuticals, Inc., d/b/a Bang Energy (“Sponsor”), 1600 N. Park Drive, Weston, FL 33326, and administered by Snipp Interactive, Inc. (“Administrator”), 8 W 126th Street, New York, NY 10027.

2) PROMOTION PERIOD; PURCHASE PERIOD; SUBMISSION PERIOD: The Sweepstakes starts on July 8, 2021, at 12:01:00 AM Eastern Time (“ET”) and ends on September 17, 2021, at 11:59:59 PM ET (the “Promotion Period”). “Purchase Period” means the period commencing on July 1, 2021 at 12:01:00 AM ET and ending on September 16, 2021, at 11:59:59 PM ET. “Submission Period” means the period commencing on July 8, 2021 at 12:01:00 AM ET and ending on September 17, 2021, at 11:59:59 PM ET. Sponsor’s computer is the official timekeeper for the Sweepstakes.

3) ELIGIBILITY: The Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia (excluding residents of Puerto Rico, overseas military installations, and other U.S. territories) who at time of entry in their state of residence (i) are the age of majority (19 in the states of Alabama and Nebraska, 21 in the state of Mississippi and 18 in all other states); (ii) possess a valid form of identification; and (iii) are a licensed driver. Employees of Sponsor, prize providers, advertising and promotion agencies including Administrator, and their respective parent, subsidiary and affiliated companies, agents, representatives, officers, directors, shareholders, and employees that are involved in the development or execution of the Sweepstakes (collectively, the “Released Entities”), and the immediate families (spouse and parents, children and siblings, and their respective spouses regardless of where they live) and individuals living in the same households, whether related or not, of the Released Entities are not eligible to enter or win a prize. By entering and participating in the Sweepstakes (individually, “you” or “Entrant”, and, collectively, “Entrants”), you agree to be bound by these Official Rules and by Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Void where prohibited or restricted by law, or where Sponsor would be subject to a tax by law. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

4) HOW TO ENTER: To enter the Sweepstakes, follow the directions as noted below:

There are **two (2)** ways to enter the Sweepstakes:

A. Eligible Purchase Entry: You can enter the Sweepstakes by: (I) During the Purchase Period, purchasing one (1) or more Qualifying Products (defined below) from any participating Kroger® retail store in the Eligibility Area (“Participating Retailer”, defined below), within one (1) transaction (one (1) single sales receipt); (II) ensuring that the applicable sales receipt identifies the Participating Product and date of purchase; (III) taking a photograph (png, jpeg, pdf, and tiff file types with a maximum file size of 10MB) of the sales receipt in its entirety (such photograph, a “Receipt Image”) (note: Entrants are encouraged to blank out any personal information, including name or credit card information, that appears on the sales receipt); and (IV) thereafter and during the Promotion Period, following any of the submission methods listed below to submit the Receipt Image (each validly submitted Receipt Image will receive one (1) entry into the Sweepstakes (each, an “Entry”):

- (i) Visit Sweepstakes Site. During the Promotion Period, visit www.bangwyldinwatermelon.com (the “Sweepstakes Site”). Entrant will receive further instructions on uploading the Receipt Image and registering for the Sweepstakes. Complete the registration form (the “Registration Form”) by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State, Zip Code, E-Mail, Phone Number). Follow instructions and submit Receipt Image (including reading and accepting any required terms and conditions).

- (ii) Text to Enter. During the Promotion Period, text the keyword **BANGENERGY** to **811811***. Thereafter, Entrant will receive a text message with opt-out instructions and disclosure for receipt of up to eight (8) automated text messages to the number provided, along with instructions for submission. Follow instructions and submit Receipt Image. Upon texting Receipt Image, Entrants will be sent a link to the Registration Form on the Sweepstakes Site**. Thereafter, Entrant visits the Sweepstakes Site where Entrant will have to complete the Registration Form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State Zip Code, E-Mail, Phone Number). Follow instructions and complete submission of Receipt Image (including reading and accepting any required terms and conditions).

*By texting **BANGENERGY** to **811811**, you expressly consent to receive up to eight (8) promotional text messages pertaining to this program only, via an automatic telephone dialing system to the number you provided, from Administrator on behalf of Sponsor. Your consent to the above is not required to make a purchase. Text messaging and data rates may apply. The text message you send is your electronic signature agreeing to these Terms and Conditions, and to giving electronic written consent as set forth above. **Carrier specific charges for text messages and data may apply for each message sent or received, depending on your individual carrier's cellular pricing plan, in accordance with your cellular customer agreement.** Participants may only participate in the Promotion if they are using a supported device. SMS/MMS 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 for specific instructions. Promotion Parties make no guarantee that any particular wireless service provider will participate. Check with your service provider for details. Wireless service providers may charge Entrant for each text message, including any error message that is sent and received in connection with the Promotion, based on the applicable wireless service plan. Entrant is responsible for all applicable fees and taxes associated with submitting a Receipt Image. You may text "STOP" to **811811** at any time to exit Program and to stop receiving text messages, or "HELP" to **811811** for help.

- (iii) Email to Enter. Entrant emails Receipt Image to submit@bangwylidinwatermelon.com. Upon submission of Receipt Image, Entrants will be sent a link to the registration form on the Sweepstakes Site**. Thereafter, Entrant visits the Sweepstakes Site where Entrant will have to complete the Registration Form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State Zip Code, E-Mail, Phone Number). Follow instructions and complete submission of Receipt Image (including reading and accepting any required terms and conditions).

- Exhibit A to these Official Rules lists out the authorized Qualifying Products for the purposes of the Sweepstakes (the "**Qualifying Products**").
- Exhibit B to these Official Rules lists out the authorized Participating Retailers for the purposes of the Sweepstakes (the "**Participating Retailers**").

NOTE: Each validly submitted Receipt Image will receive one (1) Entry into the Sweepstakes irrespective of the number of Qualifying Products in excess of one (1) contained in such Receipt Image. By way of example, a Receipt Image for ten (10) Qualifying Products, and a Receipt Image for one (1) Qualifying Product, will both receive only one (1) Entry into the Sweepstakes.

- B. Free Method of Entry:** To obtain an entry by mail, during the Promotion Period, Entrants must hand print their first and last name, residence address, telephone number, email address, date of birth, on a 3"x5" card, place the card in an envelope with proper first-class postage affixed, and mail the envelope to "Bang Energy Wyldin' Watermelon Sweepstakes," c/o Snipp Interactive Inc., 22287 Mulholland Highway, Box 577, Calabasas, CA 91302-5157.

A mailed entry submitted in accordance with these Official Rules will result in the Entrant obtaining one (1) Entry into the Sweepstakes.

All mailed in entries must be handwritten and must be postmarked by September 2, 2021 and received by September 17, 2021. There is a limit of one (1) 3"x5" card per mailing envelope.

There is a limit of one (1) Entry for the Sweepstakes per Entrant/email address/phone number per day for the entire Promotion Period, irrespective of the method of entry. Multiple Entrants are not permitted to share the same account or email address.

Entrants irrevocably grant to Sponsor, its affiliates, agents and licensees, the royalty-free right and permission to unconditionally and perpetually reproduce, store, transmit, publish, display, use or reuse your name and prize information, as well as any other information or materials arising out of your participation in the Sweepstakes for advertising, promotional, commercial, publicity and/or any other purposes (without limitation), in any and all media now or hereafter known, in any language, throughout the world, as lawfully applicable, and in any manner without further review, notice, approval, consideration or compensation of Entrant. By participating, Entrants further release Sponsor from any future claims arising out of any use or disclosure of Entrants' participation consistent with these Official Rules. By participating, Entrants acknowledge and agree that Entrants will not now or in the future be paid or compensated in any way for participation or for granting the Sponsor any of the rights set out in these Official Rules, whether chosen as a winner or not. Entrants further agree that Sponsor is not obligated to make use of any of the rights granted in these Official Rules.

The person submitting the Entry must be the authorized account holder of the email address submitted at the time of Entry; otherwise, the Entry may be deemed void. Multiple entrants are not permitted to share the same email account. In the event of a dispute over the identity of the potential winner, the Entry will be declared made by the authorized account holder of the email address used for the Entry, and the potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email account. The "authorized account holder" is the natural person assigned to the email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Proof of submission of the Entry does not constitute proof of receipt of the Entry. Multiple accounts may not be used, and anyone found to use multiple accounts to enter will be deemed ineligible. All entries become the property of Sponsor and will not be acknowledged or returned.

5) RANDOM DRAWING: On or about September 20, 2021, one (1) potential winner of the Grand Prize (defined below) and four (4) potential winners of the Secondary Prize (defined below) will be selected in a random drawing from among all eligible entries received during the Promotion Period. The random drawing will be conducted by Administrator, whose decisions on all matters pertaining to the Sweepstakes are final. Odds of winning a prize depend on the total number of eligible entries received. The potential winners are subject to eligibility verification and compliance with these Official Rules.

6) PRIZE: There will be **one (1) Grand Prize and four (4) Secondary Prizes** offered in the Sweepstakes. The Grand Prize will consist of a 2021 Polaris Sportsman Touring 570 two-seater ATV, with two helmets the "Grand Prize"). The winner of the Grand Prize is not eligible for any cash rebate programs. The maximum Approximate Retail Value ("ARV") of the Grand Prize is \$15,238.03. The Grand Prize will be wrapped with branding depicting the BANG® energy drink brand.

The four (4) Secondary Prizes will consist of a one (1) year supply of Bang Energy® beverages. Each Secondary Prize has an ARV of \$609.55.

The ARV of all Sweepstakes Prizes is \$17,676.23

The actual model, color, package, factory options, wrap, and other prize specifics for the Grand Prize and/or the Secondary Prizes are subject to availability and are at the sole discretion of Sponsor.

7) PRIZE RESTRICTIONS: No substitutions, cash equivalents, or transfer of the Grand Prize or Secondary Prize is permitted except at the sole discretion of Sponsor, which reserves the right where lawful to substitute the prize with one of comparable or greater value, except as otherwise provided herein if the advertised prize becomes unavailable. The Grand Prize may not be sold, bartered, or exchanged by the winner. Further, the Grand Prize winner may not remove or modify, and is required to keep, the wrap on the Grand Prize for at least **one (1) year** after accepting possession of the prize. Failure to adhere to the foregoing wrap-restriction may result in prize forfeiture and selection of an alternate potential winner, as

determined by Sponsor in its sole discretion. Sponsor will be responsible for all delivery charges of the Grand Prize from the location of the prize to the winner's residence or any other location agreeable to Sponsor.

Other than the manufacturer's limited warranty, Sponsor does not make, nor in any manner is responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the vehicle, including to its quality, fitness for purpose or mechanical condition. The Grand Prize winner must have proof of insurance and a valid U.S. driver's license from their state or place of residence in the U.S. to take delivery of vehicle; failure to show the same may result in prize forfeiture and selection of an alternate potential winner, as determined by Sponsor in its sole discretion. The Grand Prize winner will be provided instructions from Sponsor on delivery of the Grand Prize. If the Grand Prize is unclaimed within a reasonable time after notification from Sponsor, as determined by Sponsor in its sole discretion, it will be forfeited and, time permitting, an alternate potential winner of the Grand Prize may be selected from the remaining eligible entries as determined by Sponsor in its sole discretion.

All taxes and other expenses, costs, or fees associated with the acceptance and/or use of the Grand Prize (including cost of title, licensing, insurance, registration fees, and applicable sales tax associated with receipt of the vehicle) are the sole responsibility of the Grand Prize **winner**. Likewise, the Grand Prize **winner** and Secondary Prize **winners** will be solely responsible for all applicable tax liabilities (including federal, state, local and/or income taxes) arising from the prizes.

Sponsor is not responsible for damage to the Grand Prize vehicle after it has been delivered to the confirmed winner. All details of the prizes not specified herein shall be determined solely by Sponsor.

8) WINNER NOTIFICATION AND PRIZE FULFILLMENT: The potential Grand Prize winner and Secondary Prize winners will be selected by Administrator and then, upon verification of compliance with these Official Rules, contacted by Sponsor in writing via letter or email and will be required to complete, sign, and return the following documents: [1] an affidavit of eligibility and liability release and where legal, a publicity release; and [2] an Internal Revenue Service ("IRS") Form W-9 to include the winner's Social Security Number that will be used only for the purpose of reporting the winner's prize earnings to the IRS (collectively, the "Documents"). If the potential Grand Prize winner or Secondary Prize winners (i) cannot be contacted after a reasonable attempt has been made by Administrator (as determined in Sponsor's sole discretion) or (ii) fails to complete and return the Documents by the date stated in the prize notification, or (iii) refuses the prize, or (iv) the prize or prize notification is rejected or returned as undeliverable, then the potential Grand Prize winner or Secondary Prize winner will be disqualified and will automatically forfeit without further notice all rights to be deemed a winner and an alternate potential Grand Prize winner or Secondary Prize winner will be notified, time permitting, at Sponsor's sole discretion. Upon prize forfeiture, no compensation will be given. Only three (3) random drawings to select an alternate Grand Prize winner or Secondary Prize winner (if necessary) will be conducted, after which, the applicable prize will remain un-awarded. The prizes will be fulfilled by Sponsor within ninety (90) days after verification, barring any circumstances beyond Sponsor's control or the winner's agreement to a different fulfillment date.

SPONSOR MAY, AT ITS OPTION, CONDUCT A CRIMINAL BACKGROUND CHECK ON THE POTENTIAL WINNERS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY POTENTIAL WINNER ON THE BASIS OF ANYTHING CONTAINED IN, LEARNED, OR OBTAINED AS A RESULT OF SUCH BACKGROUND CHECK. UNLESS PROHIBITED BY LAW, THE POTENTIAL WINNERS WILL BE REQUIRED TO SIGN WAIVER FORMS AUTHORIZING THE RELEASE OF PERSONAL AND CRIMINAL BACKGROUND INFORMATION TO SPONSOR, AND TO COMPLETE A CRIMINAL BACKGROUND QUESTIONNAIRE TO REMAIN ELIGIBLE FOR THE SWEEPSTAKES.

9) GENERAL: Sponsor and/or Administrator will not enter into any correspondence with non-winning Entrants. These Official Rules prevail should there be any conflict or uncertainty relating to the Sweepstakes based on information or advice provided by any of the Released Entities.

10) CONDUCT: By entering into the Sweepstakes and/or receiving a prize, Entrants and the prize winners agree to be bound by these Official Rules and waive any rights to claim ambiguity in the Sweepstakes or these Official Rules. These Official Rules are accessible at www.bangwyldinwatermelon.com throughout the Promotion Period. Failure to comply with these Official Rules will result in disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any individual: (a) suspected of or in fact tampering with the Entry process or the operation of the Sweepstakes; (b) acting in

any manner deemed by Sponsor to be in violation of these Official Rules; (c) acting in any manner deemed by Sponsor to constitute unsportsmanlike or disruptive behavior, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

11) LIMITATIONS OF LIABILITY: The Released Entities (as defined above in Rule #3) and Instagram assume no responsibility or liability for (a) any incorrect or inaccurate Entry information, or for any lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of the Sweepstakes; (c) 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, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or any combination thereof; or (e) any injury or damage to the participant's or to any other person's computer/mobile device that may be related to or resulting from any attempt to participate in the Sweepstakes or download any materials from the Sweepstakes. If, for any reason, the Sweepstakes is not able to run through completion for any reason, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes that do or may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, without further liability to the Entrants or third parties. In the event the Sweepstakes is cancelled, Sponsor reserves the right to award the prize from among all eligible non-suspect entries received prior to the time of the action or event warranting such cancellation. With regard to the Sweepstakes, Sponsor will only contact those Entrants deemed as the potential Grand Prize winner or Secondary Prize winners for purposes of winner verification and awarding of the prizes.

12) ENTRANT AND WINNER RELEASES: All Entrants, as a condition of entry into the Sweepstakes, agree to release and hold harmless the Released Entities and Instagram from and against any and all liability, loss, claims, demands or actions of any kind whatsoever for injuries, damages, costs, or losses to persons or property that are or may be sustained in connection with: (a) submitting the Entry or otherwise participating in any aspect of the Sweepstakes; (b) the acceptance, receipt, ownership, use or misuse of the prize awarded; (c) any typographical or other error in these Official Rules or the announcement of the offering of the prize; and (d) any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action.

13) PRIVACY: By entering the Sweepstakes, you grant the Released Entities permission to use your personal information in accordance with Sponsor's privacy policy located at <https://bangenergy.com/privacy-policy>. By participating in the Sweepstakes, Entrants hereby reaffirm that they have read and accepted Sponsor's privacy policy. Information collected from Entrants (such as name, postal address and email address) will not be re-used, sold or shared in any manner by Sponsor or any third parties unless Entrant has opted-in to receive additional information and marketing or promotional material from Sponsor or a third party.

14) DISPUTE RESOLUTION, CLASS ACTION WAIVER, AND NO CONSEQUENTIAL DAMAGES: The Sweepstakes is conducted in English (which will be given its everyday ordinary meaning), and each Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded shall be resolved individually, **without resorting to any form of class action, and exclusively by the state or federal courts of Broward County, Florida;** and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Sweepstakes. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, concerning the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, and the administration of the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida. Notwithstanding anything to the contrary elsewhere in these Official Rules or provided for under applicable law, in no event shall Sponsor or any of the Released Entities be liable to any Entrant for special, indirect, incidental, consequential, or punitive damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including loss of profits or revenue, or claims of Entrants' for such damages.

15) WINNERS' LIST: To receive a copy of the winners' list, which shall be available after September 20, 2021, or whenever the Grand Prize winner and Secondary Prize winners are confirmed and accept the prizes, send an email with subject line "BangEnergy Wyldin' Watermelon™ Sweepstakes" to help@bangwyldinwatermelon.com. All such requests must be received by October 1, 2021.

Exhibit A:

QUALIFYING PRODUCTS

610764030054 – Bang Energy – Wyldin' Watermelon , any size.

Exhibit B:

PARTICIPATING RETAILERS

Fred Meyer
Frys
Dillons
King Scoopers
Kroger
Mariano's
QFC
Ralphs
Roundy's