

DURACELL GAMING DEN SWEEPSTAKES

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

The DURACELL GAMING DEN SWEEPSTAKES (the "Promotion") begins at 12:00:01 AM Eastern Standard Time ("EST") on October 10, 2022 and ends at 11:59:59 PM EST on December 31, 2022 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

- 1. ELIGIBILITY:** The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia, who are 18 (except Alabama and Nebraska 19 and 21 in Mississippi) years of age or older as of date of entry. Employees, officers and directors of Duracell U.S. Operations, Inc. ("Sponsor"), Snipp Interactive Inc. ("Administrator") and their respective parent companies, affiliates, subsidiaries, 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. 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:** To enter, visit <https://www.duracellgaming.com> (the "Website") during the Promotion Period. Enter the Sweepstakes by completely entering your true and correct information on the registration form in the required fields (required fields include: First Name, Last Name, Email Address, Street Address, State, Zip Code and Phone Number). Upon registering, you will receive one (1) Entry into the Sweepstakes ("Sweepstakes Entry"). Limit of one (1) Sweepstakes Entry per person, per email address, throughout the Promotion Period.
- 3. SWEEPSTAKES DRAWING/ODDS:** On or about January 6, 2023, the Administrator will conduct a random drawing from all eligible Entries received within the Promotion Period and select One (1) Grand Prize Winner. Odds of winning the Grand Prize depend on the number of eligible Entries received.
- 4. WINNER NOTIFICATION:** The potential Grand Prize Winner will be notified by Administrator via email and/or phone within three (3) business days of winner selection or as soon as reasonably practicable. Potential Grand Prize Winner will have forty-eight (48) hours to respond to winning notification before forfeiting their Grand Prize. The Grand Prize 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 Grand Prize Winner becomes the "Grand Prize Winner" only after verification of eligibility by Sponsor. If such potential Grand Prize Winner cannot be contacted within a reasonable time period, if the potential Grand Prize Winner is ineligible, if any notification is returned undeliverable, or if the potential Grand Prize Winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that Grand Prize and an alternate Grand Prize Winner will be selected from among all remaining entries for that drawing.

5. PRIZES/PRIZE RESTRICTIONS: One (1) Grand Prize winner will receive a check in the amount of US\$30,000 that can be used by the winner to customize their Gaming Den into the ultimate gaming space. Prize images depicted in advertising and promotional materials are for illustrative purposes only. Approximate Retail Value (“ARV”) of the Grand Prize is \$30,000. Winner is responsible for all taxes and fees associated with prize use. All Prize details not specified in these Official Rules will be determined in Sponsor’s sole discretion. If for any reason a Prize is unavailable, Sponsor reserves the right to modify the Promotion in its sole discretion and award a substitute prize, or portion of a prize, of comparable or greater value as set forth in these Official Rules, including if determined by the Sponsor, in its sole discretion, a cash equivalent of the Prize. No substitution, transfer, assignment or cash equivalent of a prize, or any portion thereof, is permitted by the winner. The Sweepstakes Entities shall have no responsibility or obligation to a winner who is unable or unavailable to, or who does not for any reason, accept or utilize a Prize.

6. GENERAL: The Grand Prize Winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and province 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 Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and the Grand Prize Winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient’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 Grand Prizes be awarded than those listed in Section #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 Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential Grand Prize Winner may be requested to provide the Sponsor with proof that the potential Grand Prize 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. Entries generated by a

script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

7. CONDUCT: By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, 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 Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL 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 SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

8. 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, 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 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 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 Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the Grand Prize from among all nonsuspect, eligible Entries received for the Promotion up to the time of such action.

9. RELEASES: All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Promotion 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 Grand Prize awarded, including any travel associated with any Grand Prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.

10. 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 Grand Prize Winner, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. 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 New York. 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.

11. PRIVACY: Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and Grand Prize Winner notification and will not be reused, 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 www.duracell.com/en-us/privacy. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

12. TAX INFORMATION: All federal, state, local, and other taxes on prizes and any other costs and expenses associated with the Grand Prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable Grand Prize Winner. A 1099 tax form (preceded by a W9 Form) will be issued to the Grand Prize Winner.

13. WINNERS LIST: To receive the Grand Prize Winner list, send a #10 self-addressed, stamped envelope for receipt by January 31, 2023 to: Duracell U.S. Operations, Inc. Gaming Den Sweepstakes Winners List Request, c/o Snipp Interactive Inc., 6708 Tulip Hill Terr, Bethesda, MD 20816. SPONSOR: Duracell U.S.

Operations, Inc., 14 Research Drive, Bethel, CT 06801. ADMINISTRATOR: Snipp Interactive Inc., 6708 Tulip Hill Terr, Bethesda, MD 20816