

**G FUEL Walmart Sweepstakes
Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. VOID OUTSIDE THE ELIGIBILITY AREA (DEFINED BELOW), AND WHERE PROHIBITED OR RESTRICTED BY LAW.

BY SUBMITTING AN ENTRY TO THIS SWEEPSTAKES (DEFINED BELOW), YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE FINAL AND BINDING IN ALL RESPECTS.

1. SPONSOR: GFUEL, LLC, 113 Alder Street, West Babylon, NY 11704 (“Sponsor”)

2. DATES OF SWEEPSTAKES / ENTRY PERIODS: The “G FUEL Walmart Sweepstakes” (the “Sweepstakes”) begins at 12:00 AM Pacific Standard Time (“PST”) on June 10, 2022 and ends at 11:59 PM PST on August 4, 2022 (the “Sweepstakes Period”). The Sweepstakes Period is subject to four (4) entry periods (each, an “Entry Period”), each associated with a random drawing as follows:

<u>Entry Period</u>	<u>Entry Period Dates</u>	<u>Drawing Date</u>
1	June 10, 2022 – June 23, 2022	June 24, 2022
2	June 24, 2022 – July 7, 2022	July 8, 2022
3	July 8, 2022 – July 21, 2022	July 22, 2022
4	July 22, 2022 – August 4, 2022	August 5, 2022

Non-winning eligible entries from previous Entry Periods will carry over and will be considered eligible for subsequent drawings. All eligible entries received will be eligible for the grand prize drawing (“Grand Prize Drawing”) as further described in the “Winning/Notification” section herein. The Website (defined below) is the official timekeeping device for entry in the Sweepstakes. Entries received outside of the Sweepstakes Period, and not in accordance herewith will be disqualified.

3. ELIGIBILITY: The Sweepstakes is open to persons who are legal residents of, and physically located within, the fifty (50) United States and the District of Columbia (the “Eligibility Area”) who are at least eighteen (18) years of age, or the age of majority in his/her state of residence, at time of entry (each, an “Entrant”). The Entrants who are selected as the potential grand prize winner (the “Grand Prize Winner”), first prize winners (each a “First Prize Winner”) and second prize winners (each, a “Second Prize Winner”) must have a unique, personal and valid social security number for Sponsor (defined below) to report the tax liability associated with acceptance of the respective prize. Valid social security numbers will be determined by Internal Revenue Service (“IRS”) requirements as further defined in the “Prize Claims” section of these Official Rules. Employees, officers and representatives and members of the immediate families (*i.e.*, parents, spouses, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) of Sponsor, Snipp Interactive Inc. and National Sweepstakes Company, LLC (collectively the “Administrators” and each, an “Administrator”), and their respective affiliated companies, parent companies, subsidiaries, participating promotional partners, retailers, distributors, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfillment of the Sweepstakes (the “Sweepstakes Entities”) are not eligible. All entries submitted in compliance with these Official Rules and not disqualified or void are considered “Eligible Entries.” VOID OUTSIDE THE ELIGIBILITY AREA AND WHERE PROHIBITED OR RESTRICTED BY LAW.

4. AGREEMENT TO OFFICIAL RULES: Participation in the Sweepstakes constitutes Entrant's full and unconditional agreement to and acceptance of these official rules ("Official Rules") and the decisions of Sponsor and Administrators, which are final and binding. Eligibility to win a prize is contingent upon fulfilling all requirements set forth in these Official Rules in a timely manner.

5. HOW TO ENTER: There are two (2) ways to enter the Sweepstakes. **There is a limit of one (1) entry per person per day, regardless of the entry method used to enter** (either via Purchase or via the free method of entry, each described below). For purposes of this Sweepstakes, a "day" begins at 12:00 a.m. PST and ends at 11:59 p.m. PST on the calendar day. There is a total limit of fourteen (14) entries per Entrant per Entry Period. Non-winning eligible entries from previous Entry Periods will carry over and will be considered eligible for subsequent drawings. All entries are eligible for the Grand Prize drawing. Entrants may enter via the entry method(s) below:

- a) Entry by Purchase: Purchase any one (1) or more of the following participating G FUEL products (each, a "Participating Product"): (a) Sonic Peach Rings [810044880496]; (b) Tetris Blast [810044881882]; (c) PewDiePie [850011881866]; (d) Ninja Cotton Candy [810044887549]; (e) Megaman Blue Bomb Slushee [810044887235]; (f) Sour chug [850011881804]; (g) Fazeberry [850011881019]; (h) Blue Ice [850011881002]; (i) Venom Black Ooze [850011881873]; (j) Carnage Red Ooze [81004488299]; (k) Spiderman Radioactive Lemonade [810044884920]; and/or (l) Naruto [810044886375]; from any Walmart store in the Eligibility Area during the Sweepstakes Period and save your purchase receipt. Then, visit www.GFUELWalmartsweeps.com (the "Website") during an Entry Period, and follow the instructions provided to upload a photo of your receipt and complete the official online entry form in its entirety, including your first name, last name, address, city, state, zip code, telephone number (including area code) and email address. Upon clicking the "Submit" button, Entrant will receive one (1) entry into the drawing associated with the Entry Period for which he/she hit the "Submit" button. Entrants will receive one (1) entry per receipt regardless of the number of cans of Participating Products purchased. Such entry will be eligible for each drawing held thereafter, unless or until the Entrant is determined as a prize winner. All entries are eligible for the Grand Prize drawing.

-or-

- b) Free Method of Entry (Alternate Method of Entry or "AMOE"): Entrants can enter the Sweepstakes without making a purchase by visiting www.GFUELWalmartsweeps.com/AMOE (the "AMOE Site") during the Sweepstakes Period. Once at the AMOE Site, follow the instructions provided to complete the official online entry form in its entirety, including your first name, last name, address, city, state, zip code, telephone number (including area code) and email address. Upon clicking the "Submit" button, Entrant will receive one (1) entry into the drawing associated with the Entry Period for which he/she hit the "Submit" button. Such entry will be eligible for each drawing held thereafter, unless or until the Entrant is determined as a prize winner. All entries are eligible for the Grand Prize drawing.

Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information or otherwise may be disqualified. The Sweepstakes Entities are not responsible for technical failures of any kind, including, but not limited to, the malfunctioning of any wireless network, telephone, computer, computer network, hardware or software or the unavailability or inaccessibility of any service. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind,

or insufficient space in entrant's handset to receive messages. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. All materials submitted become the property of Sponsor and will not be returned. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

6. WINNING/NOTIFICATION: There are two (2) ways to win prizes in this Sweepstakes:

- a) Entry Period Drawings: There will be four (4) Entry Period drawings, held on or about the following dates:

<u>Entry Period</u>	<u>Entry Period Dates</u>	<u>Drawing Date</u>
1	June 10, 2022 – June 23, 2022	June 24, 2022
2	June 24, 2022 – July 7, 2022	July 8, 2022
3	July 8, 2022 – July 21, 2022	July 22, 2022
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For each drawing, one (1) First Prize Winner, one (1) Second Prize Winner, two (2) third prize winners (each, a "Third Prize Winner"), one (1) fourth prize winner (each, a "Fourth Prize Winner"), two (2) fifth prize winners (each, a "Fifth Prize Winner") and two (2) sixth prize winners (each, a "Sixth Prize Winner") will be selected via a random drawing from all eligible entries received during the respective Entry Period (and any non-winning eligible entries received from preceding Entry Periods). Odds of being selected as a prize winner in any of the Entry Period drawings are dependent upon the total number of eligible entries received during the respective Entry Period (combined with any non-winning eligible entries received from preceding Entry Periods).

- b) Grand Prize Drawing: There will be one (1) Grand Prize Drawing, held on or about August 10, 2022. For the Grand Prize Drawing, one (1) Grand Prize Winner will be selected from among all eligible entries received during the Sweepstakes Period. Odds of being selected as the Grand Prize Winner are dependent upon the total number of eligible entries received during the Sweepstakes Period.

The potential prize winners will be notified by the Sponsor via the email address associated with his/her entry within one (1) to three (3) business days from the date in which the winners are selected. Each, potential prize winner will be required to confirm his/her shipping address for delivery of the respective prize. In addition, the Grand Prize Winner, First Prize Winners and Second Prize Winners will also be required to complete the prize claims and verification process as further described in the "PRIZE CLAIMS" section below. Sponsor will only make two (2) attempts to reach a potential prize winner via email within a seventy-two (72) hour time period. In the event the Sponsor cannot reach a potential prize winner after two (2) attempts have been made, the original potential prize winner will be disqualified and an alternate prize winner (selected at random from among the remaining non-winning eligible entries received during the respective Entry Period(s)) will be notified until the correct number of prize winners are confirmed. Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements of address (city and state or province/territory) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation.

All prizes will be shipped within four (4) weeks or less from the date in which all prize winners are determined and verified. The names of the prize winners may also be posted on Sponsor's website and/or social media channels.

7. PRIZE CLAIMS: Except where prohibited, the potential Grand Prize Winner, First Prize Winners and Second Prize Winners will be required to complete, execute and return an Affidavit of Eligibility, Liability

and Publicity Release (the "Release") and an IRS Form W-9 ("W-9 Form") and any other documents required by Sponsor (collectively, the "Required Documents") within seven (7) days or less from receipt of Notification from the Administrator by email. If a potential Grand Prize Winner fails to return the Required Documents within the time-period required, or if the email is returned as undeliverable, such potential prize winner forfeits his/her right to the respective prize and an alternate will be notified as outlined in the WINNING/NOTIFICATION section above, even if the disqualified potential Prize Winner's name may have been publicly announced. **Potential Prize Winner must report income to the IRS. In the event it is deemed during the verification process that a potential Prize Winner does not have a unique, personal and valid social security number for Sponsor to report the tax liability associated with acceptance of the respective prize, such potential Prize Winner will be disqualified, and an alternate will be notified as outlined above. Valid social security numbers will be determined by IRS requirements.** If it is determined by the Sponsor/Administrator, in their sole discretion, that a potential Prize Winner is not eligible or otherwise not in compliance with these Official Rules, the potential Prize Winner forfeits his/her right to the respective prize and an alternate will be notified as outlined in the WINNING/NOTIFICATION section above, even if the disqualified potential Prize Winner's name may have been publicly announced. In the event a potential Prize Winner is disqualified for any reason, Sponsor/Administrator shall have no liability or obligation to such individual.

8. **PRIZES:** There will be forty-nine (49) prizes are available to be won in this Sweepstakes. The total approximate retail value ("ARV") of all prizes to be awarded in this Sweepstakes is: \$26,178.

- a) **Grand Prize:** One (1) Grand Prize will be awarded. The ARV of the Grand Prize is \$10,000. The Grand Prize includes \$10,000 Cash awarded in the form of a check.
- b) **First Prizes:** Four (4) First Prizes of a PS5 will be awarded. The ARV of each First Prize is \$1,000. The total ARV of all First Prizes is \$4,000.
- c) **Second Prizes:** Four (4) Second prizes of an Xbox will be awarded. The ARV of each Second Prize is \$750. The total ARV of all Second Prizes to be awarded is \$3,000.
- d) **Third Prizes:** Eight (8) prizes of a mini fridge will be awarded (each, a "Third Prize"). The ARV of each Third Prize is \$400. The total ARV of all Third Prizes to be awarded is \$4,000.
- e) **Fourth Prizes:** Four (4) prizes of a one-year supply of G FUEL will be awarded (each, a "Fourth Prize"). The ARV of each Fourth Prize is \$432. The total ARV of all Fourth Prizes is \$1,728.
- f) **Fifth Prizes:** Twenty (20) prizes of a \$25 Walmart Gift Card will be awarded (each, a "Fifth Prize"). The ARV of each Fifth Prize is \$25. The total ARV of all Fifth Prizes to be awarded is \$4,000.
- g) **Sixth Prizes:** Eight (8) prizes of a G FUEL gift code will be awarded (each, a "Sixth Prize"). The ARV of each Sixth Prize is \$55. The total ARV of all Sixth Prizes is \$440.

No more than one (1) prize per Entrant will be awarded. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the prize winner(s). Each prize consists of the items listed herein. Sponsor makes no representations or warranties with respect to the potential benefits or outcomes to any prize winner with respect to the prize. ALL PRIZES ARE AWARDED "AS IS" AND SPONSOR DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

No winner may assign or transfer the prize to another person. No prize substitution, exchanges, redemptions, transfers or changes are allowed, except at the sole and absolute discretion of Sponsor. Non-cash prizes cannot be substituted or redeemed for cash. All prizes are subject to availability and subject to change. If a prize or any portion of a prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize may be awarded; provided, however, that if prizes are awarded

but unclaimed/forfeited by a prize winner, such prize may not be re-awarded, in Sponsor's sole and absolute discretion. Prizes should only be redeemed and accepted by the applicable prize winner. Prizes will only be awarded if properly claimed according to these Official Rules. Other restrictions may apply.

All taxes, fees and surcharges related to a prize, if any, are the sole responsibility of each applicable prize winner, and may be subject to applicable withholding.

Names of prize manufacturers are used solely for purposes of prize identification. No sponsor, authorization or endorsement is intended or implied by such use.

9. GENERAL CONDITIONS: Sponsor reserves the right in its sole discretion to disqualify any individual or entity it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The failure of Sponsor/Independent Administrator to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor/Independent Administrator, or other "force majeure" event will not be considered a breach of these Official Rules. In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules, or (b) cancel the Sweepstakes and, at Sponsor's sole discretion, award the prizes to Entrants from among the eligible entries received up to the time of the impairment based upon the "Winning/Notification" section of these Official Rules. Sponsor's/Administrator's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. The Released Parties (defined below) are not responsible for lost, late, misdirected, undeliverable or incomplete entries, whether due to system errors or failures, faulty transmissions or other telecommunication malfunctions, entries received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, technical malfunctions in connection with the Sweepstakes, including, without limitation, with the administration of the Sweepstakes, the processing of entries, the random selection of winners, the announcement of the winners, or in any other Sweepstakes-related materials.

The Sweepstakes Entities are not responsible if the Sweepstakes cannot take place or is delayed, or if any prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, coronavirus (COVID-19) pandemic, other epidemics or medical emergencies, government mandated lockdowns, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, other force majeure events or other events outside of the reasonable control of the Sweepstakes Entities. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, coronavirus (COVID-19) pandemic, other epidemics or medical emergencies, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sweepstakes Entities, which, in G FUEL's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, G FUEL reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes or any part of the Sweepstakes as outlined above.

In the event of a dispute regarding who entered an entry, the entry will be deemed submitted by the Authorized Account Holder (defined below) of the e-mail address or social media account provided at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an

e-mail address by the 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 or the natural person who is assigned to the social media account. An Entrant may be requested to provide Sponsor with proof that the Entrant is the Authorized Account Holder of the email address or social media account associated with the entry. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. THE PRECEDING EXPRESSLY INCLUDES BUT IS NOT LIMITED TO ANY ATTEMPT TO TAMPER WITH OR MANIPULATE THE PUBLIC VOTING PHASE OF THE SWEEPSTAKES.

10. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrant agrees to release and hold harmless Sponsor, Sweepstakes Entities, and their officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize (as applicable), including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries or votes; (e) any incorrect or inaccurate information; (f) inability to access Sponsor's internet web site; (g) entries that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the internet or at any website; and/or (h) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or Entrant's receipt of any Prize or Sponsor's use of entered entries and attributes, including, without limitation, claims for invasion of privacy, right of publicity, defamation, libel, or further consideration. Entrant further agrees that in any cause of action, Sponsor's liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall Sponsor be liable for attorney's fees.

11. NO LIABILITY: By participating, Entrants agree to release, discharge, indemnify, and hold harmless the Sweepstakes Entities, and each of their respective officers, directors, employees, representatives and agents from and against any claims made by the winners, Entrants, or any other third parties, related in any way to the operation of this Sweepstakes as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes.

12. GOVERNING LAW AND VENUE: Any dispute arising under these Official Rules or this Sweepstakes will be arbitrated by, and under the rules of, J.A.M.S. in binding arbitration in Suffolk County, New York, and before a mutually selected arbitrator experienced in the United States television and internet entertainment industry. Each of Entrant and Sponsor also agrees to give up the right to have claims heard by a jury and the ability to seek to represent, in a class action or otherwise, anyone but each of you and Sponsor. The only exceptions to this are that (a) each of you and Sponsor retains the right to sue in small claims court; and (b) each of you and Sponsor may bring suit in court against the other to enjoin infringement or other misuse of intellectual property rights.

These Official Rules will be deemed negotiated and entered into and will be construed in accordance with the laws of the State of New York and the United States applicable to agreements which are negotiated, signed and performed within such state. All actions, proceedings or litigation arising out of these Rules will be instituted and prosecuted solely within the State of New York. You hereby consent to the jurisdiction of the state courts of New York and the federal courts located in the County of Suffolk as

to any matter arising out of or relating to these Official Rules, and agree that Suffolk County, New York is a convenient forum.

Except with respect to Disputes to be resolved through an arbitration process in accordance with the Arbitration Agreement contained above, you and Sponsor agree to submit to the exclusive jurisdiction of the courts located in Suffolk County, New York, to resolve any Dispute arising out of these Official Rules or services or products provided by Sponsor. YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE RULES.

YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE OFFICIAL RULES, THE SITE OR SPONSOR SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION ACCRUES. AFTER SUCH PERIOD, SUCH CAUSE OF ACTION WILL BE PERMANENTLY BARRED.

13. PRIVACY POLICY All information submitted by Entrants and collected by Sponsor in connection with Entrant's entry will be subject to and will be treated in a manner consistent with Sponsor's web site Terms of Service accessible at: <https://gfuel.com/policies/terms-of-service> and Sponsor's privacy policy available at: <https://gfuel.com/policies/privacy-policy> By entering this Sweepstakes, you grant Sponsor permission to share your e-mail address and any other non-public personally identifiable information utilized for the entry with any co-sponsor for the purpose of administration and prize fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party, other than as described above herein or in Sponsor's privacy policy.

14. WINNER'S LIST REQUEST: For the name of the winners send a self-addressed, stamped envelope to: "GFUEL Walmart Sweepstakes" Winner's List Request, PO Box 458, Newark, NY 14513. Requests must be received by August 30, 2022.

15. ADMINISTERED BY: This Sweepstakes is administered by Snipp Interactive Inc., 6708 Tulip Hill Terr, Bethesda, MD 20816 and National Sweepstakes Company, LLC, 1143 East Union Street Newark, NY 14513

This Sweepstakes shall not be published without the written permission of the Sponsor.