

## START STOPPING SHOUT OUT OFFICIAL RULES

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

**IMPORTANT NOTE: THESE TERMS CONTAIN PROVISIONS THAT LIMIT OUR LIABILITY TO YOU, ELIMINATE YOUR RIGHT TO A TRIAL BY JURY, REQUIRE YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS AND NOT AS A PART OF ANY CLASS OR REPRESENTATIVE ACTION, AND THROUGH FINAL AND BINDING ARBITRATION. SEE BELOW.**

**Participation in the Sweepstakes constitutes Entrant's full and unconditional agreement to and acceptance of the terms and conditions of these official rules (the "Official Rules")**

**Sweepstakes may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States or the District of Columbia.**

### **1. SWEEPSTAKES PERIOD; ELIGIBILITY**

The "Start Stopping Shout Out Sweepstakes" (the "**Sweepstakes**") begins on December 1, 2020 at 12:00:01 AM Eastern Time and is scheduled to end on December 8, 2020 at 11:59:59 PM Eastern Time ("**Sweepstakes Period**"). The Sweepstakes is sponsored by GlaxoSmithKline Consumer Healthcare Holding LLC ("**Sponsor**"). The Sponsor's address is: 184 Liberty Corner Road, Warren, NJ 07059.

Entry to the Sweepstakes is only open to legal residents of the Fifty (50) United States and the District of Columbia ("**Eligibility Area**"), 21 years of age or older at the time of participation (each such resident, an "**Entrant**", or "**you**").

Employees, officers and directors of the Sponsor, Snipp Interactive Inc. (the "**Administrator**"), Weber Shandwick, inc, and their affiliated and related companies (including, without limitation, their respective parent, sister and subsidiary companies, advertising and promotional agencies, or other party in any way involved in the development, or administration and/or marketing of this Sweepstakes (collectively, the "**Sweepstakes Parties**"), suppliers of materials or services related to the Sweepstakes, or a member of the immediate family or household of any such person, are excluded from participation in the Sweepstakes. In these Terms and Conditions, "immediate family" means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse, regardless of where they reside. Subject to all applicable federal, state, and local laws and regulations. Void outside Eligibility Area and where prohibited. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Groups, clubs, organizations, businesses and commercial and non-commercial entities cannot participate in the Sweepstakes.

### **2. HOW TO ENTER**

You can enter the Sweepstakes as follows:

**Online Entry:** During the Sweepstakes Period, Entrants can enter the Sweepstakes without making a purchase, by visiting <https://www.nicoretteshoutout.com/> (the "**Sweepstakes Site**") where Entrant will receive further instructions on registering for the Sweepstakes. Complete the registration form by entering true and accurate information in the required fields, including the following information: (a) your full name, email address and telephone number; (b) the first name of the person you are nominating (the "**Nominee**"); (c) your choice of celebrity (the "**Celebrity**"); and (d) details about the Nominee ("**Nominee Details**"). Follow instructions and (including reading and accepting any required terms and conditions) and register for the Sweepstakes and earn one (1) entry into the sweepstakes (each, an "**Entry**").

**There is a limit of one (1) Entry per person/email address/phone number for the entire Sweepstakes Period regardless of method of Entry.** Multiple Entrants are not permitted to share the same account or email address.

The use of script, macro or automated devices (or any other devices intended to automate any aspect of participation) to play/Enter is prohibited. Any attempt to use multiple names or email accounts or other tactics to register or enter more than the stated limits may result in the disqualification by the judges or Sponsor from the Sweepstakes and all associated registrations, and/or Entries will be void. Registrations and Entries generated by script, macro or other automated means or with the intent to subvert the registration or Entry process will be void. No mechanically reproduced, or mass entries permitted and all such Entries will be void. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by that entrant. By entering this Sweepstakes, each Entrant gives his/her express permission to be contacted by the Sponsor by telephone and/or e-mail for Sweepstakes purposes only. The Sweepstakes Parties, and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "**Released Parties**") are not responsible for lost, incomplete, late, delayed, inaccurate, misdirected, undelivered, or garbled entries, email, or failures or malfunctions of phones, phone lines or telephone systems; lost entries, game plays, prize claims or transmissions; the cancellation or postponement of any game, any error, omission, interruption, defect or delay in transmission, or communication; interrupted or unavailable network, server, Internet Service Provider (ISP), cable, satellite or other connections including those through and/or by any website; miscommunications, failed computer hardware or software or technical failures; non-delivery; misdirected, blocked, or delayed e-mail notifications; garbled, misrouted, jumbled, scrambled, delayed or misdirected transmissions; printing, typographical or other errors appearing within these Official Rules, in any Sweepstakes-related advertisements or other materials; or other errors or problems of any kind whether mechanical, human, telephone, electronic, mail or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, the processing of Entries, or the announcement of the Prizes. Sponsor reserves the right, in its sole discretion, to void any and all entries of an Entrant who Sponsor believes has attempted to tamper with, corrupt, or impair the administration, security, fairness or proper play of this Sweepstakes or who is otherwise not in compliance with these Official Rules. In the event of a dispute as to the identity of any Entrant, such Entrant will be deemed, as the "authorized account holder" of the e-mail address submitted at the time of entry provided he/she is eligible according to these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider or other organization (e.g., a business, educational institution, etc.) which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Proof (to Sponsor's satisfaction) of being the authorized account holder may be required by Sponsor.

### **3. NOMINEE DETAILS AND ENTRANT INFORMATION**

By participating in the Sweepstakes and submitting an Entry, you represent that you are authorized to provide the data and information included with the Entry (the "**Entrant Information**", including the Nominee Details), and that such Entrant Information is accurate to the best of your knowledge. Any personally identifiable information collected along with the Entrant Information will only be used by authorized agents of the Sponsor under an obligation of confidentiality to conduct the Sweepstakes. It will be securely deleted thirty (30) days after conclusion. Without limiting the generality of the foregoing, it is hereby expressly clarified that the Nominee Details will not be shared with or otherwise disclosed to the Sponsor, and will be only used in connection with prizing for the Sweepstakes and will be securely deleted upon conclusion.

Except where prohibited by law, participation in the Sweepstakes constitutes permission for Sponsor and its designees to use Entrant's name, hometown, likeness, biographical information, statements, quotes, voice, and other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without prize, incentive, consideration, consent or review; and upon request, Entrant will provide written consent to such use.

### **4. SWEEPSTAKES DRAWINGS/ODDS**

The Administrator is an independent judging organization whose decisions as to the selection of the potential winner(s) are final and binding.

The Administrator will conduct **three (3) randomized drawings** (each "**Drawing**") on or about December 9, 2020. One Drawing will be from all eligible Entries that have chosen one (1) of the three (3) Celebrities, another Drawing will be from all eligible Entries that have chosen the second Celebrity, and the last Drawing will be from all eligible Entries that have chosen the third Celebrity.

**Ten (10) potential First Prize Winners** will be selected during each Drawing. There will be a total of **Thirty (30) potential First Prize Winners** selected during all of the Drawings. Odds of winning a First Prize depend on the number of eligible Entries received during the Sweepstakes Period for the applicable Drawing.

### **5. PRIZE AWARDING:**

The potential winner(s) will be notified by email on or about five business days following the random drawing in which they were selected with certain instructions relating to the First Prize (the “**Prize Instructions**”). Each potential winner has to accurately respond to such notification within forty-eight (48) hours of such notification, and a potential winner becomes a “**Winner**” for the purposes of this Sweepstakes only after verification by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner may be selected from among all remaining entries for the applicable Entry Period, up to a maximum of three (3) alternates. If any alternate potential winners are disqualified, the First Prize(s) will not be awarded. All First Prizes will be sent via email to the email supplied by the Winner during registration, approximately ten (10 to fifteen (15) days after winner confirmation is complete.

## **6. FIRST PRIZES:**

The Sweepstakes has a total of thirty (30) First Prizes, each comprising of one video featuring the Celebrity selected by the Winner during the registration process, encouraging such Winner’s Nominee to quit smoking (each, a “**First Prize**”).

**The Approximate Retail Value (“ARV”) of each First Prize is One Hundred Dollars (US\$100), and the ARV of all First Prizes is Three Thousand Dollars (\$3,000)** Actual value may vary. Sponsor is not responsible for and Winner will not receive any difference between the actual value and ARV of a First Prize. Sweepstakes winnings will be reported to the Internal Revenue Service and Winner can expect to receive a 1099 tax form for prizes which total more than \$600.00 for the year.

### **Limit one (1) First Prize per Entrant.**

All aspects of each First Prize will be determined by the Sponsor in its sole and absolute discretion subject to availability. Each First Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any First Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award. First Prizes will only be awarded to the person whose verifiable full name and valid e-mail and mailing address appears on the Entry form associated with the Entry in question. First Prize winners are solely responsible for all costs and expenses that are not specifically and expressly included in the First Prize description above. Winner will be solely responsible for all applicable taxes (including but not limited to federal, state, local and/or income) on the applicable First Prize.

None of the Sponsor, the Administrator, or any entity that procures the First Prizes on behalf of the Sponsor, or their respective affiliates or subsidiaries the (“**Prize Supplier Parties**”) makes any representation or offers any warranty, express or implied, as to the quality or fitness of a First Prize awarded in connection with the Sweepstakes. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Prize Supplier Parties should their First Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a First Prize, each confirmed winner agrees to waive all recourse against the Sponsor and all of the other Prize Supplier Parties if the First Prize or a component thereof does not prove satisfactory, either in whole or in part.

The Sweepstakes Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted or undelivered First Prizes or transmissions (whether sent by or to the Entrant), regardless of cause. *The Sweepstake Parties are not responsible for (a) any incomplete, incorrect or inaccurate information whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site (or mobile web site), First Prizes or transmissions (whether sent by or to a Entrant); and (c) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of email or text on account of technical problems or traffic congestion on the Internet or at any web site (or mobile web site) or any combination thereof. Without limiting the foregoing, Sweepstakes Parties expressly disclaim any and all liability for First Prizes or other transmissions which are not timely received in an uncorrupted form (or received at all) by Entrant due to filtering/privacy settings for email and/or text transmissions or for any other reason. Sweepstakes Parties further disclaim any and all liability for First Prizes which are returned as undeliverable mail or otherwise not received by Entrant for any reason.*

## **7. RELEASE**

By participating in this Sweepstakes, each Entrant agrees to be bound by these Official Rules and agrees that (1) under no circumstances will they be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) **all causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form class action**; and (3) in no event will an Entrant be entitled to receive attorneys' fees. BY ENTERING THE PROMOTION, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS SWEEPSTAKES PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, AND AGENTS OF EACH, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE SWEEPSTAKES OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF GRAND PRIZES, OR ANY PRIZE-RELATED ACTIVITY. YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **8. DISCLAIMER:**

Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Sweepstakes and award the prizes for the Sweepstakes from among all eligible, non-suspect Entries received as of the date of termination using the judging procedure outlined above or in a random drawing for the Sweepstakes if for any reason this Sweepstakes is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Sweepstakes. Sweepstakes Parties may stop you from participating in this Sweepstakes if you violate the Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other Entrant or the Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of Prizes stated in the Official Rules for that category. In no event will more Prizes be awarded than that listed in Section 6 of these Official Rules.

**CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.**

## **9. MODIFICATION AND/OR TERMINATION OF SWEEPSTAKES**

Sponsor reserves the right to modify the Sweepstakes, including without limitation the Official Rules governing the Sweepstakes, at any time, with or without notice. Continued participation in the Sweepstakes after such action by Sponsor, constitutes acceptance of any modification to the Sweepstakes, including changes to the Official Rules. Sponsor in its sole discretion reserves the right to shorten, extend, suspend, modify or cancel the Sweepstakes at any time, and for any reason.

## **10. ARBITRATION:**

**11.** Except where prohibited by law, as a condition of participating in this Sweepstakes, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

## **MISCELLANEOUS:**

In the event of any conflict between any details contained in these Official Rules and details contained in other materials, the details of the Sweepstakes as set forth in these Official Rules shall prevail.

If any provision of these Official Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Official Rules, which will otherwise remain in full force and effect.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Participant, Sponsor and Administrator in connection with the Program, shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware without regard to conflicts of laws principles. As a condition of participating in this Sweepstakes and/or accepting an awarded First Prize, each Entrant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, exclusively before a court located in Delaware having jurisdiction.

Sponsor's failure to exercise or enforce any right or provision of these Official Rules shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Sponsor in writing.

The headings in these Official Rules are for convenience and reference. These headings do not limit or affect these Official Rules.

These Official Rules, together with those items made a part of these Official Rules by reference (including, the Terms and Conditions of the Promotion), make up the entire agreement between Sponsor and the individuals participating in the Sweepstakes, and replaces any prior understandings or agreements (whether oral or written). If a court finds any of these terms to be unenforceable or invalid, that term(s) will be enforced to the fullest extent permitted by applicable law and the other terms.

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

## **12. PRIVACY POLICY; PERSONAL INFORMATION:**

By participating in the Sweepstakes, each Participant expressly consents to the Sponsor, Administrator, their agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Sweepstakes and in accordance with Sponsor's privacy policy available at <https://privacy.gsk.com/en-us/pharmaceuticals/default/> (the "Privacy Policy"). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information. Except as noted in the Privacy Policy, information collected from Participant shall be used only for the purpose of administration of the Sweepstakes, or the delivery of a First Prize. Entrant's contact information will not be otherwise shared unless Entrant has elected to receive additional information and promotional material from a third party partner. By participating in the Sweepstakes, Entrant agrees to all of the terms and conditions of the Privacy Policy. In the event of any discrepancy between the Privacy Policy and these Official Rules, these Official Rules shall control and govern.

## **13. WINNERS LIST**

To receive the list of winners of Prizes, visit <https://www.nicoretteshoutout.com> no later than 1/9/2021.

**SPONSOR: GlaxoSmithKline Consumer Healthcare Holding LLC.**, 184 Liberty Corner Road, Warren, NJ 07059. All Rights Reserved.

**ADMINISTRATOR: Snipp Interactive Inc.**, 6708 Tulip Hill Terr, Bethesda MD 20816