

Java Monster College Instant Win Sweepstakes

Official Terms and Conditions

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED FOR INSTANT WIN GAME ENTRY. A mobile device may also be used to participate. Standard data and messaging rates may apply to participate in the Program via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

IMPORTANT NOTE: THESE TERMS AND CONDITIONS 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.

1. AGREEMENT TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS

By participating in the Java Monster College Instant Win Game (the “**Program**”), you are signifying your agreement that you have read and agree to be legally bound by the terms and conditions of these Official Terms and Conditions (the “**Terms and Conditions**”). The Program is sponsored by Monster Energy Company (the “**Sponsor**”). The Sponsor’s address is: 1 Monster Way, Corona, California 92879. All Rights Reserved © 2021. Monster Energy Company.

The Program includes an instant win game (“**Instant Win Game**”). The Administrator’s (defined below) computer is the official time-keeping device for the Program.

2. ELIGIBILITY

Entry to the Program is only open to legal residents of the 50 United States and the District of Columbia (the “**Territory**”), 18 years of age or older (19 or older in AL, 21 or older in MS) at the time of participation (each such resident, a “**Participant**”, or “**you**”). Employees, officers, directors, agents or representatives of the Sponsor, Snipp Interactive Inc. (the “**Administrator**”), 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 of this Program (collectively, the “**Program Parties**”), suppliers of materials or services related to the Program, or a member of the immediate family or household of any such person, are excluded from participation in the Program. 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. Groups, clubs, organizations, businesses and commercial and non-commercial entities cannot participate in the Program.

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor’s interpretation of the letter and spirit of these Terms and Conditions, to enter or otherwise participate in or to disrupt this Program, then he/she may be disqualified from the Program in the sole and absolute discretion of the Sponsor. The Sponsor, other Program Parties, and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed or incomplete submissions (all of which are void).

3. PROGRAM PERIOD AND KEY DATES

The Program is scheduled to begin on **November 1, 2021 at 12:00:01 a.m. Eastern Time** and is scheduled to end on **January 31, 2022 at 11:59:59 p.m. Eastern Time** (the “Program Period”).

The Program Period (including the scheduled start date and end date) may be modified or terminated at any time at the sole discretion of the Sponsor and without notice.

4. HOW TO PLAY THE INSTANT WIN GAME

There are **two (2)** ways to play the Instant Win Game:

A. Text to Receive Instant Win Game Site Link and then Visit Instant Win Game Site.

During the Promotion Period, *text the keyword WINNER TO **811811**. Thereafter, Entrant will receive a one-time text message in response, with a link to www.javamonsterinstantwin.com (the “**Instant Win Game Site**”) for further instructions on registering for the Program and earning a Game Play (defined below); allow approximately 10 minutes to receive the link. Thereafter, Entrant visits the Instant Win Game Site where Entrant will be required to complete the registration form (the “**Registration Form**”) by entering true and accurate information in the required fields (including, First Name, Last Name, Email, Mobile Number, Age, Gender, Zip Code, College Name) and reading and accepting any required terms and conditions, in order to receive one (1) game play for the Instant Win Game (a “**Game Play**”). Follow links and instructions to play the Instant Win Game. At the conclusion of the Instant Win Game, you will be informed if you are a potential winner of an Instant Win Game Prize (defined below). If you receive a message that contains any message other than a potential winning prize message, you are not a potential winner. See Section 7 for further details on verification of eligibility and awarding of Instant Win Game Prize.

B. Visit Instant Win Game Site.

During the Promotion Period, Entrant visits the Instant Win Game Site, www.javamonsterinstantwin.com where Entrant will be required to complete the registration form (the “**Registration Form**”) by entering true and accurate information in the required fields (including, First Name, Last Name, Email, Mobile Number, Age, Gender, Zip Code, College Name) and reading and accepting any required terms and conditions, in order to receive one (1) Game play. Follow links and instructions to play the Instant Win Game. At the conclusion of the Instant Win Game, you will be informed if you are a potential winner of an Instant Win Game Prize (defined below). If you receive a message that contains any message other than a potential winning prize message, you are not a potential winner. See Section 7 for further details on verification of eligibility and awarding of Instant Win Game Prize.

Limit: There is a limit of one (1) Game Play for the Instant Win Game per Entrant/email address/phone number, per day during the Promotion Period, irrespective of method of play. Multiple Entrants are not permitted to share the same account or email address.

YOUR CONSENT

*By texting WINNER 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 Snipp Interactive Inc., on behalf of Sponsor. *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.** Not all mobile devices are supported; Participants may only participate in the Program 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. Program Parties make no guarantee that any particular wireless service provider

will participate. Check with your service provider for details. By selecting to participate via text messaging, the Participant grants permission to the Program Parties to communicate via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge Participant for each text message, including any error message that is sent and received in connection with the Program, based on the applicable wireless service plan. You may text "STOP" to **811811** at any time to exit Program and to stop receiving text messages, or "HELP" to **811811** for help.

5. INSTANT WIN GAME PRIZES; ODDS:

The Instant Win Game has up to a maximum of Five Hundred (500) prizes (each, an "**Instant Win Game Prize**") as set out below:

- Two Hundred and Fifty (250) Java Monster Diamond Hats (Approximate Retail Value ("ARV") of each Hat: \$7)
- One Hundred (100) \$5 Target eGiftCards (ARV of each card: \$5)
- Fifty (50) Java Monster Clocks (ARV of each clock: \$12.50)
- Forty Eight (48) Java Monster Skull Candy Headsets (ARV of each headset: \$85)
- Twenty (20) Java Monster Grizzly Pounder (ARV of each pounder: \$31)
- Twenty (20) Java Monster Festival Blankets (ARV of each blanket: \$35.50)
- Twelve (12) Java Monster Backpack (ARV of each backpack: \$33)

The ARV of all Instant Win Game Prizes is **Eight Thousand Six Hundred and Eighty One Dollars (\$8,681)** only Program 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.

Odds of winning an Instant Win Game Prize depend on the total number of eligible plays and the time and date upon which they are played. Unclaimed/unredeemed Instant Win Game Prizes will not be awarded. There is no guarantee that all Instant Win Game Prizes will be awarded.

6. INSTANT WIN GAME FUNCTIONALITY:

Administrator is an independent judging organization whose decisions as to the administration and operation of the Instant Win Game and the selection of potential winners of the Instant Win Game are final and binding in all matters relating to the Instant Win Game.

There will be Five Hundred (500) random, computer-generated winning times between November 1, 2021 at 12:00:01 AM Eastern Time and January 31, 2022 at 11:59:59 PM Eastern Time for each Instant Win Game Prize. If you are the first participant to participate in the Instant Win Game at or after one of the randomly generated times, you will be a potential winner of the applicable Instant Win Game Prize, subject to verification of eligibility.

7. VERIFICATION OF INSTANT WIN GAME WINNERS; INSTANT WIN GAME PRIZE AWARDING:

If you are notified of being a potential winner, you will then be required to verify your eligibility to participate in the Program and consent to receive the Instant Win Game Prize, by completing the provided prize claim form and confirming any contact details (the "**Winner Prize Claim Form**") An Entrant is not a winner of any prize, even if the Instant Win Game should so indicate, unless and until Entrant's has successfully completed this Winner Prize Claim Form. Any play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

Receiving an Instant Win Game Prize is contingent upon compliance with these Official Rules. Potential winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. **Unclaimed Instant Win Game Prizes will not be awarded.**

Each Winner who is eligible to receive an Instant Win Game Prize in accordance with these Official Rules will receive the Instant Win Game Prize delivered to the mailing address or email address provided by the Winner provided in the Winner Consent Form.

8. PROGRAM PRIZES ADDITIONAL CONDITIONS:

All aspects of each Instant Win Game Prize will be determined by the Sponsor in its sole and absolute discretion subject to availability. Each Instant Win Game 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 Instant Win Game 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. Instant Win Game Prizes will only be awarded to the winner whose verifiable full name and valid e-mail and mailing address appears on the registration form/ Winner Consent Form associated with the Game Play in question. Instant Win Game Prize winners are solely responsible for all costs and expenses that are not specifically and expressly included in the Instant Win Game Prize descriptions above. Winner will be solely responsible for all applicable taxes (including but not limited to federal, state, local and/or income) on the applicable Instant Win Game Prize.

None of the Sponsor, the Administrator, or any entity that procures any Instant Win Game Prize 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 an Instant Win Game Prize awarded in connection with the Instant Win Game. 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 Instant Win Game 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 an Instant Win Game Prize, each confirmed winner agrees to waive all recourse against the Sponsor and all of the other Prize Supplier Parties if any Instant Win Game Prize or a component thereof does not prove satisfactory, either in whole or in part.

No responsibility is assumed by the Prize Supplier Parties for any texts or emails that are returned as undeliverable, or for any prize after it has been sent to the Participant. Each prize will be delivered to the mailing address or email address provided during registration within 2-4 weeks of in-game winner notification. Prizes must be redeemed in accordance with these Terms and Conditions.

The Program Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted, blocked, inaccessible, delayed, or undelivered transmissions (whether sent by or to the Participant), regardless of cause. *The Program 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 Program 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), Game Play Link or transmissions (whether sent by or to a Participant); 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, Program Parties expressly disclaim any and all liability for Game Play Links or other transmissions which are not timely received in an uncorrupted form (or received at all) by participant due to filtering/privacy settings for email and/or text transmissions or for any other reason. Program Parties further disclaim any and all liability for physical prizes which are returned as undeliverable mail or otherwise not received by Participant for any reason.*

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The Gift Card can be redeemed for merchandise or services (other than gift cards and prepaid cards) at Target stores in the U.S. or Target.com, and cannot be redeemed for cash or credit except where required by law. No value until purchased. For balance information, visit www.target.com/giftcards or call 1-800-544-2943. To replace the remaining value on a lost, stolen or damaged card with the original purchase receipt, 1-800-544-2943. © 2020 Target Brands, Inc. The Bullseye Design, Bullseye Dog and Target are trademarks of Target Brands, Inc. 1212 1897.

9. MODIFICATION AND/OR TERMINATION OF PROGRAM

Sponsor reserves the right to modify the Program, including without limitation the Terms and Conditions governing the Program, at any time, with or without notice. Continued participation in the Program after such action by Sponsor constitutes acceptance of any modification to the Program, including changes to the Terms and Conditions.

The Program is scheduled to begin on **November 1, 2021 at 12:00:01 a.m. Eastern Time** and is scheduled to end on **January 31, 2022 at 11:59:59 p.m. Eastern Time**, or such earlier date when all available Game Play Links and/or Instant Win Game Prizes have been distributed or claimed. Sponsor in its sole discretion reserves the right to shorten, extend, suspend, modify or cancel the Program (including the Program Period and the scheduled begin date and end date) at any time, and for any reason.

Further, and without limiting the generality of the preceding paragraph, the Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Program (or to amend these Terms and Conditions) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Program as contemplated by these Terms and Conditions, including, without limitation, any error(s), problem(s), computer virus(es), bug(s), tampering, unauthorized intervention, fraud or failure(s) of any kind. Any attempt to undermine the legitimate operation of this Program in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Program, or to amend these Terms and Conditions, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind.

10. GENERAL CONDITIONS

All Submissions become the property of the Sponsor. This Program is subject to all applicable federal, state, and municipal laws. The decisions of the Sponsor with respect to all aspects of this Program are final and binding on all entrants without right of appeal.

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 TERMS AND CONDITIONS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR OR ADMINISTRATOR AT ANY TIME.

The Sponsor and Administrator reserve the right, in their sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Terms and Conditions. The Sponsor and Administrator reserve the right to refuse participation to any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In their sole and absolute determination, the Sponsor and Administrator may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's Submissions.

The Released Parties will not be liable for: (i) any failure during the Program; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software;

(iii) the failure of any information to be received, captured, recorded or otherwise function properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a Participant's or any other person's cell phone, computer or other device related to or resulting from participating in the Program; and/or (v) any combination of the above.

PRIVACY: By participating in this Program, 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 Program and in accordance with Sponsor's privacy policy (available at: <https://www.monsterenergy.com/us/en/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.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Program mechanics stipulated in these Terms and Conditions, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any Participant, Entry and/or other information with these Terms and Conditions, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Program as contemplated in these Terms and Conditions, or for any other reason.

The Sponsor will not share your personal information with others except to third parties who are retained by Sponsor to manage and fulfill this program.

In the event of any discrepancy or inconsistency between these Terms and Conditions and disclosures or other statements contained in any Program-related materials, including, but not limited to, any point of sale, television, print or online advertising, and/or any instructions or interpretations of these Terms and Conditions given by any representative of the Sponsor or Administrator, the terms and conditions of these Terms and Conditions shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

Except where prohibited by law, Participant agrees: (i) any dispute, controversy or claim arising out of or relating to the Program or any prize awarded shall be resolved individually, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (ii) any dispute, controversy or claim arising out of or relating to the Program or any prize awarded shall be resolved by binding arbitration conducted by JAMS in accordance with the JAMS Comprehensive Arbitration Rules and Procedures (the "**JAMS Rules**"); (iii) any arbitration shall be heard by one arbitrator to be selected in accordance with the JAMS Rules, in Orange County, California; (iv) judgment upon any award rendered may be entered in any court having jurisdiction thereof; and (v) any award or judgment shall be subject to all limitations and releases set forth in these Terms and Conditions and be limited to actual out of pocket damages, and shall not, in any event, include any punitive, exemplary, consequential or incidental damages, attorneys' fees or costs of bringing a claim, or any injunctive or other equitable relief. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Program will be governed by and construed in accordance with the domestic laws of the state of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

11. SPONSOR/ADMINISTRATOR

Sponsor: Monster Energy Company, 1 Monster Way, Corona, California 92879 (“**Sponsor**”)

Administrator: Snipp Interactive, 6708 Tulip Hill Terrace, Bethesda, MD 20816 (“**Administrator**”)

ABBREVIATED RULES FOR USE ON POINT OF SALE MATERIALS, PRODUCT PACKAGING, AND ONLINE ADVERTISING ONLY.

No purchase necessary. A purchase does not improve your chances of winning. Valid from 11/1/21 at 12:00:01 a.m. through 1/31/22 at 11:59.59 p.m. Eastern Time. Open to residents of the 50 United States and District of Columbia, 18 years of age or older (19 or older in AL, 21 or older in MS) at the time of participation. Full Terms and Conditions, Participation Mechanism and Privacy Policy at www.javamonsterinstantwin.com. You can enter the Instant Win Game by visiting www.javamonsterinstantwin.com, or by texting WINNER to 811811. *By texting WINNER to 811811, you consent to receive up to 8 promotional text messages pertaining to this program only, via an automatic telephone dialing system to the number you provided, from Snipp Interactive Inc., on behalf of Monster Energy. Txt HELP for Help or STOP to Stop. Your consent to the above is not required to make a purchase. *Text messaging and Data Rates may apply. The odds of winning are determined by the total number of valid entries received within the designated promotional period. Sponsor: Monster Energy Company, 1 Monster Way, Corona, California 92879.