

## Monster Energy La Musica Streaming Program

### Abbreviated Terms and Conditions

Valid on purchases of \$30 or more worth of participating Monster Energy Products, across multiple transactions, from 06/01/20 at 12:00:00 a.m. Eastern Time through 12/31/20 at 11:59:59 p.m. Eastern Time. Receipt must clearly show purchase amt., date, time & location, & product(s) purchased, & may be used only once. Open to residents of the 50 states in the United States and the District of Columbia, 18 years of age or older (19 or older in AL or NE, 21 or older in MS) at the time of participation. Rewards will be \$15 towards the streaming service of winners choice from the provided list. **2 Rewards per participant. Limit of 3 submissions per day per participant.** Void where participation prohibited, taxed, or restricted. Rewards available while supplies last. Full Terms and Conditions, Participation Mechanism and Privacy Policy at [www.MonsterLaMusica.com](http://www.MonsterLaMusica.com). Submissions can be made by visiting [www.MonsterLaMusica.com](http://www.MonsterLaMusica.com), texting MONSTER to 811811, or e-mailing [redeem@MonsterLaMusica.com](mailto:redeem@MonsterLaMusica.com). \*By texting MONSTER 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 Company. 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. Sponsor: Monster Energy Company, 1 Monster Way, Corona, California 92879. All Rights Reserved © 2020. Monster Energy Company

## Monster Energy La Musica Streaming Program

### Official Terms and Conditions

#### **PURCHASE IS NECESSARY. INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED.**

Standard data and messaging rates apply to participate in the Program (defined below) via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

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

By submitting an entry into this Program (defined below in Section 2), 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**”).

#### **2. ELIGIBILITY**

Monster Energy La Musica Streaming Program (the “**Program**”) begins on June 01, 2020 at 12:00:00 a.m. Eastern Time and ends on December 31, 2020 at 11:59:59 p.m. Eastern Time (the “**Program Period**”). Participation in the Program is only open to legal residents of the 50 states in the United States and the District of Columbia, 18 years of age or older (19 or older in AL or NE, 21 or older in MS) at the time of participation (each such resident, a “**Participant**”, or “**you**”). Monster Energy Company (the “**Sponsor**”), Snipp Interactive Inc., and its 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. The following limits apply: **2 Rewards per participant for entire Program Period. Limit of 3 submissions per day per participant.**

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 Entries (all of which are void).

#### **3. THE PROGRAM**

Sponsor is offering eligible Participants the opportunity to receive 1 (one) code worth \$15 (Fifteen Dollars) that can be redeemed on only one of the following digital content providers: (a) Pandora Plus; (b) Google Play; and (c) Sirius XM (such code, the “**Reward**”) when they purchase \$30 (thirty dollars) or more worth of Participating Products (defined

below in this Section 3) from a Participating Retailer (defined below in this Section 3), while supplies last, over multiple transactions during the Purchase Period (defined below in Section 4). **2 Rewards per participant for entire Program Period. Limit of 3 submissions per day per participant.** See Section 5 for how to submit a request to participate, and participate in this Program.

Exhibit A to these Terms and Conditions lists out the \*participating products for the purposes of this Program (while supplies last, and subject to inventory) (the “**Participating Products**”). All retailers in the U.S. is/are the authorized \*participating United States retail stores for the purposes of this Program (the “**Participating Retailers**”). Purchases of Participating Products made by or on behalf of group, clubs, organizations, businesses and commercial and non-commercial entities will not be accepted and will not be eligible for this Program.

#### **4. PROGRAM PERIOD AND KEY DATES**

To be eligible to receive a Reward, purchases of Participating Products (as defined in Section 3) may be made over multiple transactions but must be made at a Participating Retailer (as defined in Section 3) between June 01, 2020 at 12:00:00 a.m. Eastern Time and December 31, 2020 at 11:59:59 p.m. Eastern Time (the “**Purchase Period**”), while supplies last and in full compliance with these Terms and Conditions. Entries (as defined in Section 5 below) must be received on or before 11:59:59 p.m. Eastern Time on December 31, 2020 (the “**Entry End Date**”) in accordance with these Terms and Conditions. Rewards must be redeemed for in accordance with these Terms and Conditions. Rewards must be used in accordance with these Terms and Conditions. Each Reward is unique and can only be used up to the value of the Reward. Each Reward will automatically expire on the Reward Expiration Date, if any (see Section 8).

#### **5. HOW TO PARTICIPATE**

Participants may participate in the Program by: purchasing \$30 (thirty dollars) or more worth of Participating Products from a Participating Retailer over multiple transactions during the Purchase Period; ensuring that the applicable sales receipt identifies the Participating Retailer and date of purchase (ensure it is within the Purchase Period - as defined in Section 4 above); adding a star (\*) or checkmark (✓) next to the Participating Products identified in the sales receipt; 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, an “**Image**”) (note: Participants are encouraged to blank out any personal information that appears on the sales receipt) and submitting a request to participate in the Program, along with the Image, by using only the submission methods detailed below (such submission, an “**Entry**”):

- (i) **Text to Enter.** Text the keyword MONSTER to **811811**. Participant 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 Entry. Upon texting Image, Participants will be sent a link to a registration form for the Program; allow approximately 30 minutes to receive the link\*\*. Complete the registration form by entering true and accurate information in the required fields (including Email Address) and by accepting any required terms and conditions, including selecting the form in which the Reward will be sent (i.e., Pandora Plus, Google Play, or Sirius XM). Once the form in which the Reward will be sent is selected, this selection cannot be changed for the entire Program Period, so choose carefully. See Section 5A below for important restrictions on Program participation via text.
- (ii) **Email to Enter.** Participant emails Entry to [redeem@monsterlamusica.com](mailto:redem@monsterlamusica.com). Upon submission of Entry, Participants will be sent a link to a registration form for the Program; allow approximately 30 minutes to receive the link\*\*. Complete the registration form by entering true and accurate information in the required fields (including Email Address) and by accepting any required terms and conditions, including selecting the form in which the Reward will be sent (i.e., Pandora Plus, Google Play, or Sirius XM). Once the form in which the Reward will be sent is selected, this selection cannot be changed for the entire Program Period, so choose carefully.
- (iii) **Visit Program Site to Enter.** Participant goes to Program Site: [www.MonsterLaMusica.com](http://www.MonsterLaMusica.com). Participant will receive further instructions on uploading the Entry and registering for the Program. Complete the registration form by entering true and accurate information in the required fields (including Email Address). Follow instructions and submit Entry (including accepting any required terms and conditions) and register for the Program, including selecting the form in which the Reward will be sent (i.e., Pandora Plus, Google Play, or Sirius XM). Once the form in which the Reward will be sent is selected, this selection cannot be changed for the entire Program Period, so choose carefully.

All submissions of Entries must be received by the earlier of 11:59:59 p.m. Eastern Time on the Entry End Date, or the supply of Rewards being exhausted to be eligible to receive a Reward.

\*\*Provision of link to registration form via text message or email merely indicates that photo of Image was received but is not otherwise binding upon Sponsors. Without limiting the foregoing, provision of link does not constitute a representation by Sponsors that Image has been validated in accordance with these Terms and Conditions.

## **5A. YOUR CONSENT**

\*By texting **MONSTER** to **811811**, you expressly 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 Company. 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 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 and Snipp Interactive to notify them 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. Participant is responsible for all applicable fees and taxes associated with submitting an Entry. Sponsor may, in its sole discretion, may add or delete a cellular carrier at any time, without notice. You may text "STOP" to **811811** at any time to exit Program and to stop receiving text messages, or "HELP" to **811811** for help.

## **6. PROCESSING OF ENTRIES:**

Processing of an Entry will take 24 hours from the time the Entry is received by or on behalf of the Sponsor. Once a Participant's Entry is processed, such Participant will be notified via the submission method used by the Participant to submit the Entry, whether such Entry has been successfully validated (proceed to Section 7 and Section 8) or a reason why such Entry could not be processed at such time, as determined by the Sponsor in its sole and absolute discretion. It is the responsibility of the Participant to check the applicable email account/phone for such notification including in the inbox, spam or junk folders. The Released Parties do not assume any responsibility and are not responsible for electronic communications which are undeliverable for any reason, including (but not limited to) as a result of any form of active or passive filtering of any kind or insufficient space in a participant's mailbox or telephone to receive e-mail messages, text message or other communications. All Entries become the property of Released Parties and will not be returned. Program is void where taxed, prohibited, or restricted by law. Receipts obtained through unauthorized means or illegitimate channels (i.e., other than via a purchase of Participating Products from Participating Retailers) will be void. Receipts that cannot be validated for any reason will be rejected, as determined by the Sponsor in its sole discretion. For example only, and not an all-inclusive list, a receipt will be rejected if it: (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by the Program Parties; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; (vii) reflects the use of more than an authorized number of coupons; or (viii) is incorrectly or incompletely entered or submitted.

## **7. VERIFICATION:**

All Entries and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Program; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information for the purposes of this Program; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Program in accordance with the Sponsor's interpretation of the letter and spirit of these Terms and Conditions. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor, may result in disqualification in the sole and absolute discretion of the Sponsor. Proof of transmission (screenshots or captures etc.), or attempted transmission of a submission or of attempted submission of any communication, does not constitute proof of delivery or receipt by the Program computers or Sponsor. The sole determinant of the time for the purposes of this Program will be the official time-keeping device(s) used by the Sponsor.

## **8. DELIVERY OF REWARDS**

Participants who are eligible to receive a Reward (as determined by the Sponsor, in its sole and absolute discretion and in accordance with these Terms and Conditions) will receive the Reward via Email (which Reward may initially be sent in the form of a numeric/ alphanumeric code to be redeemed for the Reward (the "**Code**"). Rewards will only be

delivered to the applicable email address the Participant provided when Entering or registering for the Program, subject to verification or eligibility and compliance with these Terms and Conditions. No responsibility is assumed by the Released Parties for any emails or deliveries that are returned as undeliverable, or for any Reward after it has been sent to the Participant. Allow at least 24 hours from successful validation of Entry for delivery of Rewards. Each Reward will be delivered separately. Participants will also receive instructions on how to redeem the Code for the Reward in the communication used to send the Code, including, where applicable, by clicking on a provided link (the "**Reward Instructions**"). Codes must be redeemed in accordance with these Terms and Conditions.

To use the Reward follow the Reward Instructions provided in the communication used to send the Reward subject in all cases to the terms and conditions imposed by the issuer/provider of the Reward (the "**Reward Provider Terms**"), including the following.

### **Google Play**

#### **Terms:**

See [play.google.com/us-card-terms](http://play.google.com/us-card-terms) for full terms. Must be 13+ years of age, US resident. Google Play card is issued by Google Arizona LLC ("GAZ"). Requires Google Payments account and internet access to redeem. Redeemed balance is maintained by GAZ's affiliate, Google Payment Corp. ("GPC"), in your Google Payments account. Usable for purchases of eligible items on Google Play only. Not usable for hardware and certain subscriptions. Other limits may apply. No fees or expiration dates. Except as required by law, card is not redeemable for cash or other cards; not reloadable or refundable; cannot be combined with other non-Google Play balances in your Google Payments account, resold, exchanged or transferred for value. User responsible for loss of card. For assistance or to view your Google Play card balance, visit [support.google.com/googleplay/go/cardhelp](http://support.google.com/googleplay/go/cardhelp). To speak to customer care call us at 1-855-466-4438.

### **Pandora**

#### **Terms:**

Redeemable only on [www.pandora.com/giftsfor](http://www.pandora.com/giftsfor) for a three (3) month Pandora Plus gift subscription. Open to US residents 13+; no purchase necessary. Gift subscription does not expire prior to activation. One time use only; gift subscription code is void after activation. Card cannot be exchanged for cash or cash equivalent, applied to a past subscription, or used as payment on an account or for other goods or services from Pandora. Treat card like cash; it cannot be replaced if lost or stolen. Pandora Plus subscriptions are subject to Page 2 of 5 the Pandora Plus Terms available at <http://www.pandora.com/legal/one>. Use of gift subscription constitutes acceptance of all applicable terms and conditions. Pandora Plus subscriptions are issued by Pandora Media California, LLC.

### **SiriusXM**

#### **Terms:**

This card/PIN is redeemable toward a new or existing subscription to any SiriusXM service, or service Powered by SiriusXM, and not for the purchase of hardware which is sold separately. Upon redemption, a credit for the value shown on this card/PIN will appear on your account and it can be applied only toward a subscription Package, activation and other fees and taxes. An unused card/PIN may be returnable and refundable subject to the retailer's return policy; see store details. This card/PIN cannot be redeemed for cash, is not refillable, and has no cash value or expiration date. This card/PIN will not be replaced if lost, stolen or used without your permission. This card/PIN can be suspended or terminated without notice if fraudulent use is suspected. How Our Subscription Works: The subscription plan you choose will automatically renew and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. Please see our Customer Agreement at [www.siriusxm.com](http://www.siriusxm.com) for complete terms and how to cancel, which includes calling us at 1-866-635-2349. All fees, content and features are subject to change. To redeem for new service, go to [www.siriusxm.com/myaccount](http://www.siriusxm.com/myaccount) and click "I'm new to SiriusXM" for instructions. To redeem for an existing account, log in to "Manage My Account" for instructions. You may also call 1-866-635-2349, and will be asked to provide your PIN Number

The Program Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted, blocked, inaccessible, delayed, or undelivered Rewards (including a Code, if applicable) or 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), Rewards (including Codes, if applicable) 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 Rewards, Codes 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 Rewards which are returned as undeliverable mail or otherwise not received by Participant for any reason.*

All aspects of each Reward will be determined by the Sponsor in its sole and absolute discretion subject to availability. Each Reward 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 Reward 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. Rewards will only be awarded to the person whose verifiable full name and valid e-mail and/or mailing address appears on the registration form associated with the Entry in question. Reward winners are solely responsible for all costs and expenses, including any assembly or installation expenses, that are not specifically and expressly included in the Reward description above. The Participant is responsible for any damage/loss due to use of a Reward. By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless the Released Parties from any liability or damages which may arise out of participation in the Program or out of the acceptance, use, misuse or possession of any Reward. **There are the following limits: 2 Rewards per participant for entire Program Period. Limit of 3 submissions per day per participant.**

## **9. GENERAL CONDITIONS:**

All Entries 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 INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.**

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

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 Entry and/or other 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 an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

In the event of a dispute regarding who submitted an Entry, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Entry to have been submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an e-mail address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Entry in question.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Program (or to amend these Rules) 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 Rules, 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 Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

By entering this Program, each Participant expressly consents to the Sponsor, its 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/ca/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 Rules, 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.

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, 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 reward 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 reward 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 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.

## **10. SPONSOR**

Monster Energy Company  
1 Monster Way, Corona, California 92879