

**Monster Energy® Baja Beach Fest Instant Win
(the “Program”)**

Official Terms and Conditions

NO PURCHASE IS NECESSARY. 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 Program (defined below), 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

Participation in the Program is only open to legal residents of all 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**”). Participants must be in possession of a valid passport with six (6) months validity after the dates of Baja Beach Fest VIP travel to be eligible to win a Baja Beach Fest VIP Package. Employees, officers, directors, agents or representatives of Monster Energy Company (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**”), the prize provider(s) or partner(s), 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, the prize provider(s) or partner(s), (including, without limitation, the Collectiv Parties (defined below)) 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. THE PROGRAM

Sponsor is offering an eligible Participant the opportunity to win designated prizes when such Participant purchases any one (1) or more Monster Energy single cans/bottles or multi-pack products from the

Participating Products (defined below) from any retailer in the Territory (a “**Participating Retailer**”), within one (1) transaction (one (1) single sales receipt) during the Purchase Period (defined below), or enters by no purchase necessary mail-in entry as described further in these Terms and Conditions.

During the Program, up to one hundred and eighty (180) prizes will be available to be won as follows:

- 5 Baja Beach Fest VIP Packages to include: (Package ARV \$6,785 Each)
 - 3 Day Credentials for 2 (winner’s guest must be aged 18+) August 11 – 13, 2023 (ARV \$1,300)
 - 4 Day/Nights Hotel Accommodations (single room, double occupancy) (August 10 – 13, 2023) (ARV \$1,800)
 - Round Trip Airfare for 2 (ARV \$2,000)
 - Airport Transfer (ARV \$685)
 - \$1,000 Spending Cash (ARV \$1,000)
- 60 Monster Energy Snapback Hats (ARV \$15 Each)
- 22 Monster Energy Backpacks (ARV \$131 Each)
- 93 Virtual Visa® Prepaid cards (ARV \$5 each)

All prizes will be awarded based on random computer-generated winning times.

UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED. Odds of winning a prize depend on the total number of eligible plays and the time and date upon which they are entered. There is no guarantee that all prizes will be awarded. Total ARV of all prizes is \$37,380.

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 authorized participating products for the purposes of this Program (the “**Participating Products**”).

Purchases of Participating Products made through any other retailers outside of the Territory, or via online websites, will not be accepted and will not be eligible for this Program.

4. PROGRAM PERIOD AND KEY DATES

The Program is scheduled to begin on **April 01, 2023, at 12:00:01 a.m. Eastern Time** and is scheduled to end on **June 30, 2023, at 11:59:59 p.m. Eastern Time** (the “**Program Period**”).

(i) **Purchase Period:** From April 01, 2023, at 12:00:01 a.m. Eastern Time to June 30, 2023, at 11:59:59 p.m. Eastern Time; (the “**Purchase Period**”). All qualifying purchases must be made within the Purchase Period in order to be eligible for this Program.

(ii) **Submission Period:** From April 01, 2023, at 12:00:01 a.m. Eastern Time to June 30, 2023, at 11:59:59 p.m. Eastern Time; (the “**Submission Period**”). All receipts must be submitted within the Submission Period in order to be eligible for this Program.

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.

To be eligible to receive a prize, purchases of Participating Products must be made within one (1) transaction (one (1) single sales receipts) at a Participating Retailer during the Purchase Period, while supplies last and in full compliance with these Terms and Conditions. Receipts must be received within the Submission Period in accordance with these Terms and Conditions. Game Play Link (described below) and prize are subject to and must be used in accordance with these Terms and Conditions.

5. HOW TO PARTICIPATE

Participants may participate in the Program by: (A) During the Purchase Period, purchasing any one (1) or more Monster Energy single cans/bottles or multi-pack products (“**Participating Products**”) from a Participating Retailer in the Territory within one (1) transaction (one (1) single sales receipt); (B) ensuring that the applicable sales receipt identifies the Participating Retailer and date of purchase (ensure it is within the Purchase Period); (C) 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, a “**Receipt Image**”) (note: Participants are encouraged to blank out any personal information that appears on the sales receipt); and (D) during the Submission Period, following any of the submission methods listed below to submit the Receipt Image to receive a link to an instant win game (each unique link, a “**Game Play Link**”):

- (i) **Text to Submit.** Text the keyword **BAJA** 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 Receipt Image. When prompted, register for the program. Within twenty-four (24) hours of submitting a valid Receipt Image and completing registration, participants will be sent a Game Play Link. If a winner, participant must complete a prize claim form by entering true and accurate information in the required fields including First Name, Last Name, Valid Address, State, Zip Code, E-Mail, and Mobile Phone Number, and by reading and accepting any required terms and conditions. **See Section 5A below for important restrictions on Program participation via text.**
- (ii) **Email to Submit.** Email Receipt Image to submit@monsterbajainstantwin.com and, when prompted, register for the program. Within twenty-four (24) hours of submitting a valid Receipt Image and completing registration, participants will be sent a Game Play Link**. If a winner, participant must complete a prize claim form by entering true and accurate information in the required fields including First Name, Last Name, Valid Address, State, Zip Code, E-Mail, and Mobile Phone Number, and by reading and accepting any required terms and conditions.
- (iii) **Visit Program Site to Submit.** Visit www.monsterbajainstantwin.com (the “**Program Site**”). Participant will receive further instructions on uploading the Receipt Image and registering for the Program. Within twenty-four (24) hours of submitting a valid Receipt Image and completing registration, participants will be sent a Game Play Link. If a winner, participant must complete a prize claim form by entering true and accurate information in the required fields including First Name, Last Name, Valid Address, State, Zip Code, E-Mail, and Mobile Phone Number, and by reading and accepting any required terms and conditions.

Registering during the receipt submission process is the only way to receive your Game Play Link, which will be sent via email mail to the email address provided during registration. Without the valid information supplied via registration, we cannot send you your Game Play Link.

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

You will only receive one (1) Game Play Link regardless of the number of Participating Products purchased in excess of one (1) Participating Product in a single transaction. By way of example, a receipt for ten (10) Participating Products, and a receipt for one (1) Participating Product, will both receive only one (1) Game Play Link.

ALTERNATIVE METHOD OF ENTRY: Participants may participate in the Program without making a purchase by mailing a 3x5 inch card on which you have handprinted the keyword: **BAJA** and your complete legal name, mailing address (PO Boxes not permitted), phone number, valid email address, date of birth, and your signature to certify your eligibility to participate in the Program, consent to and compliance with these Official Rules and all applicable regulations and mail it to: Monster Baja Beach Fest Instant Win Game, 1143 East Union Street, Newark, NY 14513. Mailed entries must be postmarked

during the Promotion Period and received by 11:59:59 PM ET on July 6, 2023 to be eligible to win. Contest Administrators will play the instant win game on behalf of any Participant who submits a mail-in entry request per these guidelines. In the event of a winning play, Contest Administrators will contact the winning Participant with prize details. Participants who submit a mail-in entry will have the same odds of winning as any other method of entry.

5A. YOUR CONSENT

By texting **BAJA** to **811811**, you expressly consent to receive up to eight (8) promotional text messages pertaining to this Program only, via an automated telephone dialing system to the number you provided, from Snipp Interactive Inc. Message frequency varies. Txt HELP for Help or STOP to Stop. Terms and Conditions and Privacy Policy of texting at www.snipp.com/terms-and-conditions and www.snipp.com/privacy-policy. *Message and data rates may apply. Carriers are not liable for delayed or undelivered messages. Your consent to the above is not required to make a purchase. 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. Participant is responsible for all applicable fees and taxes associated with submitting a Receipt Image.

6. PROCESSING OF SUBMISSIONS

Processing of a Receipt Image will take twenty-four (24) hours from the time the Receipt Image is received by the Administrator. Once a Participant's Receipt Image is processed, such Participant will be notified via email, whether such Receipt Image has been successfully validated (proceed to Section 7 and Section 8) or a reason why such Receipt Image could not be processed at such time, as determined by the Administrator 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 Receipt Images 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 the 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 Receipt Images and Participants 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 Receipt Image 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 or its Administrator, 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, Administrator 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 Administrator.

8. DISTRIBUTION OF GAME PLAY LINK

Participants who are eligible to receive a Game Play Link (as determined by the Sponsor, in its sole and absolute discretion and in accordance with these Terms and Conditions) will receive an email from the Administrator (the "**Email**") with instructions on how to use their Game Play Link, including by clicking on a provided link. The Email shall be delivered to the email address that Participant provided during registration. Allow at least twenty-four (24) hours from successful validation of Receipt Image for delivery of the message.

No responsibility is assumed by the Released 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 email 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 codes 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), 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.*

9. 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 one hundred and eighty (180) random, computer-generated winning times between April 01, 2023, at 12:00:01 AM Eastern Time and June 30, 2023 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.

10. VERIFICATION OF INSTANT WIN GAME WINNERS; PRIZE AWARDING

All potential winners are subject to verification by Sponsor and Administrator. An entrant is not a winner of any prize, even if the Instant Win Game should so indicate, unless and until entrant's eligibility and the potential winning play has been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. 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 a prize is contingent upon compliance with these Official Rules.

The potential winner of the Baja Beach Fest VIP Package will be contacted by email or phone and will be required to complete a verification of eligibility by Administrator/Sponsor within the prescribed timeline. Within three (3) days of receiving winner notification documents from the Program Administrator, the Baja Beach Fest VIP Package winner, and their guest (guest must be aged 18+) will each be required complete, sign, and return documentation required by Sponsor — including a notarized Affidavit of Eligibility, release of liability, and a publicity release form (except where prohibited). Provided that a potential winner is in compliance with the Official Rules and after having successfully proven eligibility and provided any documentation required by Sponsor, the potential winner will be determined to be a winner of the Baja Beach Fest VIP Package. Sponsor expressly reserves the right to delay the announcement of the winners for any reason it deems necessary. In addition, Sponsor reserves the right to select alternate winners in the event that any potential winner fails to comply with these Official Rules.

Liability Release and Indemnity: By entering the Program, entrant agrees that Sponsor, any other Released Parties, and each of their respective parents, subsidiaries, affiliated companies, employees, officers, directors, shareholders, agents, retailers, distributors and representatives are indemnified, released and will be held harmless by entrant from any and all liability, for any damages, injuries or losses of any kind to person(s), including death, or property, arising directly or indirectly from the acceptance, possession, misuse or use of a prize. Each prize is offered and provided "as is" with no warranty or guarantee by Sponsor, either express or implied, including but not limited to, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. Any and all warranties and/or guarantees on the prizes (if any) are subject to the manufacturer's terms therefore, and winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. By participating in the Program, each winner acknowledges that the Program Parties have not and will not obtain or provide insurance of any kind relating to the prizes.

Entrants agree to indemnify, defend, and hold harmless the Released Parties from any and all liability arising out of or relating in any way to entrant's participation in the Program and to release all rights to bring any claim, action or proceeding against the Released Parties arising out of participation in the Program, use of the Program website(s), or receipt or use of any prize, including but not limited to: (a) unauthorized human intervention in the Program; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Program or the processing of entries; or (f) injury or damage to persons or property (including to any computer systems resulting from participation in or accessing or downloading information in connection with the Program), which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Program or receipt or use of any prize. Entrants assume all liability for an injury or damage caused, or claimed to be caused, by participation in this Program, the use of any Sweepstake website(s), or the acceptance, receipt, or use of any prize or prize component. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Program, and in no event shall the Released Parties be liable for attorney's fees.

The Released Parties assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged,

destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in Program, or by any human, mechanical or electronic error that may occur in the processing of the entries in Program, or other errors appearing within the Official Rules or in any Program related advertisements. The Released Parties assume no responsibility for any typographical or other error in the printing of the offer, administration of Program, errors in processing entries, identifying the winners, in the announcement of the prizes and winners, the delivery of the prizes, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any website, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system or software related to or resulting from participation in, uploading any materials or downloading any materials in the Program. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person it suspects or finds: (i) to have tampered with the entry process or the operation of the Program; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such winner or the Released Parties into disgrace (e.g., including but not limited to, a person committing acts of moral turpitude, and/or allegations or convictions of any crime); (iv) to have provided inaccurate information on any legal documents submitted in connection with the Program; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE PROGRAM AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

Prize Terms: Total ARV of all prizes offered in the Program will not exceed \$37,380 U.S.D. The ARV is subject to change based upon current market conditions at the time of prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. Limit one (1) prize per person. All prize details not specified in these Official Rules will be determined in Sponsor's sole discretion. **The date for fulfillment of the Baja Beach Fest VIP Package is anticipated to be on or about August 11, 2023 VIP Package Prize Winner must be available to travel to Rosarito Beach, Mexico, on August, 11-13, 2023;** but all subject to change in Sponsor's sole discretion. If for any reason a prize is unavailable or any prize or related event is delayed, cancelled, or postponed, or for any other reason, Monster Energy Company reserves the right to modify the Program in its sole discretion and award a substitute prize, or portion of a prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of a prize, or any portion thereof, is permitted by a Winner. The Released Parties shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize a prize. Each prize is provided "as is". Entrants acknowledge that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including any express warranties provided by any prize supplier that are sent along with a prize and any implied warranty of merchantability of fitness for a particular purpose. Any prize pictured in online, television and print advertising, promotional packaging and other Program materials are for illustrative purposes only.

The value of a prize will be taxable to the Winner as income. An IRS Form 1099 and W9 will be issued in the name of the winner for the actual value of the prize awarded. All U.S. federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of a prize not specifically provided for in these Official Rules are solely the winner's responsibility. Failure to complete any component of any VIP Package does not relieve the VIP Package Winner of his/her tax obligations associated with winning such VIP Package

Actual value of trip may vary based on point of departure and airfare fluctuations. Any difference between stated approximate retail value and actual value of prize will not be awarded. All prize details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. Selection of the airline, departure and arrival airport, and hotel are solely within Sponsor's sole discretion. If, in the judgment of the Sponsor and/or any third-party company fulfilling the prize, air travel is not required due to winner's

proximity to Tijuana International Airport, Tijuana Mexico, ground transportation will be substituted for roundtrip air travel at the Sponsor and third-party fulfillment company's sole and absolute discretion. The difference in value will not be awarded to the winner. Prizes are non-transferable, are not redeemable for cash and no substitution will be made except as provided herein at the Sponsor's sole discretion.

Winner is solely responsible for any and all expenses and incidental travel costs not expressly stated in the prize description herein, including but not limited to ground transportation to/from each winner's residence and airport of departure, meals and beverages, in-room charges (e.g., mini-bar, room service, telephone, movies, etc.), gratuities, travel upgrades, baggage fees, and personal incidentals. Winner and guest must travel on dates designated by the Program Entities, on the same itinerary. **Baja Beach Fest VIP Package Winner must be available to travel to Rosarito Beach, Mexico on August 11 – 13, 2023**; no alternate travel dates are available. In the event any VIP Package Winner cannot travel on the dates designated by Sponsor, such winner may be disqualified, and the prize may be awarded to an alternate winner provided sufficient time remains prior to the travel. Winner and guest will be required to provide a valid major credit card or some other acceptable form of payment, as determined in the hotel's sole discretion upon hotel check-in and all in-room charges, telephone calls, meals, beverages, hotel upgrades, amenities, personal incidentals and any other expenses charged to the winner's hotel room will be charged to that major valid credit card or deducted from the deposit provided.

Travel is subject to availability and terms and conditions set forth in these Official Rules and those set forth by selected travel providers, availability and other material restrictions may apply. Released Parties are not responsible for any fees or additional charges resulting from a winner's or guest's change(s) to itinerary or accommodations. Winners and guests must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license or a valid U.S. Passport) required for travel and are solely responsible for obtaining such valid identification (e.g., a valid U.S. driver's license or a valid U.S. passport with six (6) months validity from dates of travel) prior to travel and the associated costs for these requirements. Released Parties shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Released Parties shall not be liable for any loss or damage to baggage. If the winner becomes disabled or cannot otherwise fully enjoy the prize due to illness, Released Parties shall have the option at its sole discretion of being relieved of liability for fulfillment of the prize award and no other compensation in lieu of the prize will be awarded. Each winner and guest is responsible for obtaining his/her own medical and life insurance and the associated costs. All travel is subject to any and all restrictions instituted by the Department of Defense and/or Department of Homeland Security, as required. Each winner and guest agrees to comply with all applicable venue regulations in connection with the trip. Once travel guests are selected, they may not be substituted, except in Sponsor's sole and absolute discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Additional prize award details and travel information to be provided to the winner at the time of notification. Lost, stolen, or damaged airline tickets, travel vouchers or certificates or concert or event tickets will not be replaced or exchanged.

Additional prize award details and travel information to be provided to the winner(s) at the time of notification. Unclaimed prize(s) will not be awarded. Certain travel restrictions and blackout dates may apply. The Released Parties shall in no way be responsible for any travel delays, flight cancellations or difficulty. If travel delays, cancellations or difficulty prevent arrival in time for any and all elements of trip, the Released Parties are not responsible for awarding any compensation in lieu thereof. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, winner will not receive any other prize substitution or compensation, and the prize will remain the property of the prize provider and/or the Program Entities and will not be awarded, except as provided herein. Winner agrees to accept all blackout dates, space availability requirements, etc. established by the Program Entities' prize partner(s), such as hotels, airlines, trains, ships, concert or event venues, operators or promoters, etc. Winner must comply with all applicable laws, and any rules and regulations established by the Program Entities' prize partner(s), if any; such as hotels, airlines, trains, ships, concert

or event venues, operators or promoters, etc., including without limitation any and all health policies, rules, regulations, terms, and conditions of a prize, whether established by any Program Entity, any Program Entities' prize partner(s), any concert or event operator or promoter, any facility, venue or premise, or government or health authorities, including, but not limited to rules with respect to vaccination requirements, masks, social distancing, and health screening activities (including covid-19 tests). Winner agrees that acceptance of any trip taken as a prize is done so entirely upon their own initiative, risk, and responsibility.

BY ACCEPTING PRIZE, WINNERS AND ACCOMPANIED GUESTS ACCEPT THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATION, SUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH. BY ACCEPTING PRIZE, WINNERS AND ACCOMPANIED GUESTS ACCEPT AND VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19 AND ANY OTHER COMMUNICABLE DISEASE OR ILLNESS, BACTERIA, VIRUS, OR OTHER PATHOGEN CAPABLE OF CAUSING A COMMUNICABLE DISEASE OR ILLNESS, WHETHER OCCURRING BEFORE, DURING, OR AFTER ANY THE PRIZE EVENT OR IN CONNECTION WITH ANY PRIZE, HOWEVER CAUSED OR CONTRACTED, AND ACKNOWLEDGE THAT COVID-19 RELATED RISKS MAY INCREASE BY ACCEPTING THE PRIZE, AND/OR TRAVELING TO AND/OR ATTENDING THE PRIZE EVENT. THE RELEASED PARTIES CANNOT GUARANTEE THAT PARTICIPANTS, POTENTIAL PRIZE WINNERS, OR ACCOMPANIED GUESTS (OR ANY OTHER PERSON, INCLUDING ANY PARTICIPANT'S, ANY POTENTIAL PRIZE WINNER'S, OR ANY ACCOMPANIED GUEST'S FAMILY OR HOUSEHOLD MEMBERS) WILL NOT BE EXPOSED TO OR INFECTED BY COVID-19.

In the event a winner or a winner's guest engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip early, in whole or in part, with no further obligation. In the event a winner or a winner's guest engages in behavior that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects a winner or winner's guest to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner or winner's guest as a result of such conduct.

Virtual Visa® Prepaid Card Description: A Virtual Visa® Prepaid Card gives you the flexibility to shop online anywhere Visa® debit cards are accepted around the world. You will receive an email with instructions for claiming your virtual card, available for immediate use.

You must claim your virtual card within four (4) months from the date these instructions are sent via email. So make sure to keep an eye on your inbox. Once the card is redeemed, you will have seven (7) months to use the funds. Please note that currency conversion fees will be applied if the merchant settles in a currency other than USD.

Disclaimer: Use your virtual Visa® prepaid card online anywhere Visa® debit cards are accepted around the world. Card is issued by The Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so pay close attention to the expiration date of the card.

Additional Disclaimer: This reward is non-refundable. The full terms and conditions are available on the digital rewards claim site.

Your reward will be delivered via email with instructions for claiming your virtual Visa® prepaid card. You must claim your card within four (4) months from the date these instructions are sent via email. Your right

to the payment expires after that time. Use your virtual Visa® prepaid card online anywhere Visa® debit cards are accepted around the world. Card is issued by The Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so pay close attention to the expiration date of the card.

NEITHER SPONSOR NOR ANY RELEASED PARTY SHALL HAVE ANY LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF OR RELATED TO THE PRIZE OR ANY ACTIVITY RELATED TO THE PRIZE OR ANY OTHER ASPECT OF WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

12. 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 **April 01, 2023, at 12:00:01 a.m. Eastern Time** and is scheduled to end on **June 30, 2023 at 11:59:59 p.m. Eastern Time**, or such earlier date when all available Game Play Links and/or 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.

13. 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 Receipt Image 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 a Participant's or any other person's cell phone, computer or other device related to or resulting from participating in the Program; (v) anyone being incorrectly and/or mistakenly identified as having a valid receipt or having fulfilled the purchase requirement; and/or (vi) any combination of the above.

In the event of a dispute regarding who submitted a Receipt Image, the Sponsor reserves the right, in its sole and absolute discretion, to deem Receipt Image to have been submitted by the authorized account holder of the e-mail address submitted at the time of submission. "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, or a cell phone number by a participating cellular carrier. A Participant may be required to provide proof (in a form acceptable to the Sponsor and Administrator – including, without limitation, government-issued photo identification) that he/she is the authorized account holder of the email address associated with the Receipt Image in question.

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.

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.

14. SPONSOR/ADMINISTRATOR

Sponsor: Monster Energy Company, 1 Monster Way, Corona, California 92879 (“**Sponsor**”)
Administrator: Snipp Interactive, 6708 Tulip Hill Terrace, Bethesda, MD 20816 (“**Administrator**”)

Baja Beach Fest and Collectiv MX, LLC and their affiliated and related companies (including, without limitation, their respective parent, sister, and subsidiary companies), and each of their respective equity holders, members, managers, officers, directors, agents, representatives, and employees (collectively, the "**Collectiv Parties**") will have no liability or responsibility for any claim arising in connection with the Program, participation in the Program, or the prize awarded. The Collectiv Parties, including Collectiv MX, LLC have not offered, sponsored, operated, or administered this Program in any way.

EXHIBIT A

Participating Products

Lo-Carb Monster Energy 10 pks
Mega LoCarb Monster 24oz
Mega Monster 24oz
Monster Assault
Monster Dragon Iced Tea
Monster Dragon Iced Tea Green Tea
Monster Dragon Iced Tea Lemon Tea
Monster Dragon Iced Tea Peach Tea
Monster Dragon Iced Tea Raspberry Tea
Monster Energy

Monster Energy 12pks
Monster Energy 10 pks
Monster Energy 4 pks
Monster Energy Green 6pk (12oz)
Monster Energy Juice Manco Loco 10 pks
Monster Energy Juice Mango Loco 12pks
Monster Energy Juice Mango Loco - Walmart PKG 10 pks
Monster Energy Juice Mango Loco 4 pks
Monster Energy Lo Carb 12pks
Monster Energy Ultra Blue
Monster Energy Ultra Fiesta
Monster Energy Ultra Fiesta 24oz
Monster Energy Ultra Fiesta 4pks
Monster Energy Ultra Gold
Monster Energy Ultra Gold 4pks
Monster Energy Ultra Paradise 12 pks
Monster Energy Ultra Paradise
Monster Energy Ultra Paradise 10 pks
Monster Energy Ultra Paradise 4pks
Monster Energy Ultra Red

Monster Energy Ultra Rosa
Monster Energy Ultra Sunrise 12pks
Monster Energy Ultra Sunrise
Monster Energy Ultra Sunrise 10 pks
Monster Energy Ultra Violet
Monster Energy Ultra Violet 4pks
Monster Energy Ultra Watermelon
Monster Energy Zero Sugar 12 pks
Monster Energy Zero Sugar
Monster Energy Zero Sugar 10 pks
Monster Energy Zero Ultra 12pks
Monster Energy Zero Ultra
Monster Energy Zero Ultra 24oz
Monster Energy Zero Ultra 4pks
Monster Ginger Mule
Monster Import
Monster Juice Aussie Lemonade
Monster Juice Khaotic
Monster Juice Papillon
Monster Khaos

Monster LoCarb
Monster LoCarb 4 pks
Monster LoCarb Energy
Monster Mango Loco
Monster Nitro Super Dry
Monster Pacific Punch
Monster Pipeline Punch
Monster Pipeline Punch 4 pks
Monster Rehab
Monster Rehab 4 pks
Monster Rehab Orangeade
Monster Rehab Peach
Monster Rehab Raspberry
Monster Rehab Strawberry Lemonade
Monster Rehab Watermelon
Monster Reserve Watermelon 16oz.
Monster Reserve White Pineapple 16oz.
Monster Reserve Orange Dreamsicle
Monster Ultra Paradise
Monster Ultra Peachy Keen

Monster Ultra Peachy Keen 12oz
Monster Ultra Peachy Keen 6pk (12oz)
Monster Ultra Watermelon 12oz
Monster Ultra Watermelon 4pk
Monster Zero Ultra
Monster Zero Ultra 10 pks
Monster Zero Ultra 6pk (12oz)
Monster Ultra Strawberry Dreams
Java 300 French Vanilla
Java 300 Mocha
Java Monster Irish
Java Monster Kona Blend
Java Monster Loca Moca
Java Monster Loca Moca 6pk
Java Monster Mean Bean
Java Monster Mean Bean 6pk
Java Monster Salted Caramel
Java Monster Vanilla Light
Monster Hydro HF Blue Ice
Monster Hydro HF Purple Passion

Monster Hydro HF SS Blue Streak
Monster Hydro HF SS Killer Kiwi
Monster Hydro HF SS Macho Mango
Monster Hydro HF SS Red Dawg
Monster Hydro HF Tropical Thunder
Monster Hydro HF Watermelon
Monster Hydro HF Zero Sugar

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. Purchase Entry Method: Valid on purchases of any 1 qualifying Monster Energy single cans/bottles or multi-pack products from 4/1/23 at 12:00:01 a.m. through 6/30/23 at 11:59.59 p.m. Eastern Time. Receipt must clearly show purchase date, time & location, & product(s) purchased, & may be used only once. Open to residents of the 50 US States/DC, aged 18+ (19+ in AL, 21+ in MS) at the time of participation. Valid passport with 6 months validity from travel dates required to win Baja travel package. Full Terms and Conditions, Participation Mechanism and Privacy Policy at www.monsterbajainstantwin.com. Submissions can be made by visiting www.monsterbajainstantwin.com, emailing: submit@monsterbajainstantwin.com, or by texting BAJA to 811811. *By texting BAJA 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. 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. Alternative Method of Entry: Participants may participate in the program without making a purchase by mailing a 3x5 inch card on which you have handprinted the keyword: BAJA and your complete legal name, mailing address (PO Boxes not permitted), phone number, valid email address, date of birth, and your signature to certify your eligibility to participate in the program, consent to and compliance with these Official Rules and all applicable regulations and mail it to: Monster Baja Beach Fest Instant Win Game, 1143 East Union Street, Newark, NY 14513. Mailed entries must be postmarked during the promotion period and received by 11:59:59 PM ET on 7/7/23, to be eligible to win. 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. Card is issued by The Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc.