

**Duracell Xbox Canada Program
(the "Offer")**

Official Terms and Conditions

PURCHASE IS NECESSARY. INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED. A mobile device may also be used to participate. Standard data rates may apply to participate in the Offer 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 TERMS AND CONDITIONS

By participating in the Offer, you are signifying your agreement that you have read and agree to be legally bound by these terms and conditions (the "**Terms**").

2. ELIGIBILITY

To participate in the Offer, you must be a legal resident of Canada (the "**Territory**"), be located in Canada, have reached the age of majority in your province or territory of residence at the time of participation, have a valid mailing address and a valid e-mail account. You are not eligible to participate if you are an employee, officer, director, agent or representative of The Duracell 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 Offer (collectively, the "**Offer Parties**"), including suppliers of materials or services related to the Offer, or a member of the immediate family or household of any such person. In these Terms, "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.

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, to enter or otherwise participate in or to disrupt this Offer, then he/she may be disqualified from the Offer in the sole and absolute discretion of the Sponsor. The Offer 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. THE OFFER

The Sponsor is offering eligible customers the opportunity to receive one (1) X-Box Game Pass valid for fourteen (14) days (the "**Reward**") when they purchase \$10.00 CDN or more worth of Participating Products (defined below) from any participating retail store in the Territory (a "**Participating Retailer**") within one (1) single transaction during the Purchase Period (as defined below), while supplies of Rewards and Participating Products last. See Section 6 for how to participate in this Offer. **1 Reward per participant for the entire Offer Period (defined below).**

Exhibit A to these Terms lists out the authorized participating products for the purposes of this Offer (while supplies last, and subject to inventory)(the "**Participating Products**").

4. OFFER PERIOD; PURCHASE PERIOD AND KEY DATES

To be eligible, purchases of Participating Products must be made within one (1) transaction between April 1, 2021 at 12:01:00 am Eastern Standard Time (EST) and June 30, 2021 at 11:59:59 pm EST (the "**Purchase Period**"), at an authorized Participating Retailer, while supplies last. Requests (as defined below) may be submitted anytime between April 1, 2021 at 12:01:00 am EST and June 30, 2021 at 11:59:59 pm EST (the "**Offer Period**") and must be received on or before 11:59:59 PM EST on June 30, 2021 (the "**Offer Closing Date**").

The Offer Period and the Purchase 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 Reward, purchases of Participating Products must be made during the Purchase Period, while supplies last and in full compliance with these Terms. Requests must be received before the Offer Closing Date in accordance with these Terms. Rewards must be used in accordance with these Terms and in accordance with the Reward Provider Terms (defined below) and Reward Instructions.

5. HOW TO PARTICIPATE

An eligible person may participate in the Offer by: (A) During the Purchase Period, purchasing \$10.00 CDN or more worth of Participating Products from an authorized Participating Retailer; (B) ensuring that the applicable sales receipt identifies the 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: consumers are encouraged to blank out any personal information that appears on the sales receipt); and (D) on or before the Offer End Date, following the submission method listed below to submit the Receipt Image (each such submission, a “**Request**”):

- A. **Visit Offer Site to Submit.** Visit www.DuracellGamingCA.com (the “**Offer Site**”). You will receive further instructions on uploading the Receipt Image and registering for the Offer. Complete the registration form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State/Province, Zip/Postal Code, E-Mail, Phone Number). Follow instructions and submit Receipt Image and Request (including reading and accepting any required terms and conditions) and register for the Offer.
- B. **Text to Offer Site Link – Visit Offer Site to Enter.** Text the keyword DURACELL GAMING to **811811**. You will receive a one-time text message in response, with a link to the Offer Site (www.DuracellGamingCA.com) for further instructions on submitting the Request and registering for the Offer; allow approximately 30 minutes to receive the link**. Thereafter, you will go to the Offer Site (www.DuracellGamingCA.com) where you will receive further instructions on submitting the Receipt Image and registering for the Offer. Complete the registration form by entering true and accurate information in the required fields (including, Full Name, Complete Mailing Address, Email Address and Phone Number). Follow instructions and submit Receipt Image and Request (including accepting any required terms and conditions) and register for the Offer.
- C. **Email to Submit.** Email Receipt Image to redeem@DuracellGamingCA.com. Upon emailing Receipt Image, you will be sent a link to a registration form for the Offer; allow approximately 30 minutes to receive the link**. Complete the registration form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State/Province, Zip/Postal Code, E-Mail, Phone Number) and by reading and accepting any required terms and conditions.

**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 link does not constitute a representation by Sponsor that Image has been validated in accordance with these Terms.

Registering at the Offer Site is the only way to receive your Reward, which will be sent via email, 48 hours after successful validation. Without the information supplied via registration, we cannot send you your Reward.

IMPORTANT: YOU MUST KEEP YOUR ORIGINAL SALES RECEIPT. The Sponsor reserves the right to request from a person the original sales receipt used for the purposes of this Offer for further verification purposes at any time and for any reason.

NOTE: If you have any questions in regards to your submitted Request please visit the Offer Site a redeem@DuracellGamingCA.com, check any applicable FAQ webpage and/or email help@DuracellGamingCA.com.

6. PROCESSING OF SUBMISSIONS

Processing of a Request will take 48 hours from the time the Request is received by or on behalf of the Sponsor. Once your Request is processed, you will be notified via email, whether such Request has been successfully validated or a reason why such Request could not be processed at such time, as determined by the Administrator in its sole and absolute discretion. It is your responsibility to check the applicable email account 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 your mailbox or telephone to receive e-mail messages, text message or other communications. All Requests and Receipt Images become the property of Released Parties

and will not be returned. Offer 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 authorized 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 Offer 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 your eligibility to participate in this Offer; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Receipt Image and/or other information for the purposes of this Offer; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Offer in accordance with the Sponsor's interpretation of the letter and spirit of these Terms. 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 Offer computers, Administrator or Sponsor. The sole determinant of the time for the purposes of this Offer will be the official time-keeping device(s) used by the Administrator.

8. DISTRIBUTION OF REWARDS

If you are eligible to receive a Reward, you will receive such Reward via email to the email address you provided during registration within forty eight (48) hours of being found eligible to receive a Reward All Rewards qualify as "loyalty, award, or promotional gift cards" for the purposes of the Credit Card Accountability Responsibility and Disclosure Act.

No responsibility is assumed by the Released Parties for any mailings that are undeliverable. Rewards must be redeemed in accordance with these Terms and any instructions that may be set out in the email associated with the Reward (the "**Reward Instructions**"). Rewards are subject to the terms and conditions of the issuer, including the following:

Use your active Xbox Game Pass Ultimate membership to play games on Xbox One and Xbox Series consoles, and Windows 10 PC (excludes Windows 10 in S mode and on ARM devices), and stream select games (where available) to your supported devices. Xbox Game Pass Ultimate includes Xbox Game Pass for Console, Xbox Game Pass for PC, Xbox Live Gold and additional benefits. Note: Purchase of Xbox Game Pass Ultimate automatically upgrades your existing Xbox Live Gold and/or Xbox Game Pass (for PC or Console) membership(s) to Xbox Game Pass Ultimate at a conversion ratio each based on days remaining. Learn how this works at www.xbox.com/gamepass. Future code redemptions are also subject to a conversion ratio. Conversion ratio subject to change. All conversions to Xbox Game Pass Ultimate are final: Once converted, you cannot re-convert your Xbox Game Pass Ultimate membership back to a previous membership. Other existing subscriptions may also be subject to conversion. Maximum 36 months of redeemed Xbox Game Pass Ultimate per account at a time, including any converted time from Xbox Live Gold and/or Xbox Game Pass (for PC or Console). Game titles, number, features, and availability vary over time, by region and platform. Learn more at <https://www.xbox.com/regions>. For recurring memberships, membership automatically continues to be charged at the then-current regular price (subject to change; plus applicable taxes) unless cancelled. Cancel at account.microsoft.com/services. Notice before purchase of add-ons, DLC, consumables, virtual currency, or subscriptions (sold separately): If your membership terminates or a game is removed from the catalog, you must reactivate your membership or buy the game separately to continue using these items. Requires download(s) (significant storage, broadband, and ISP fees apply) and Microsoft account. May require additional hardware and subscriptions. Age restrictions apply. Online multiplayer between Xbox console generations not supported in some games. Xbox Game Pass discounts are based on Microsoft Store price and are not combinable with other offers and are not redeemable for cash. Discount offers exclude titles within 30 days of launch and are not available with select titles. Number and content of Perks vary by region, platform, and over time, and must be redeemed by stated timeframe. Service, features, and requirements may change or be retired. Subject to the Microsoft Services Agreement (www.microsoft.com/msa). For PC: App download, Windows update(s), and storage required (www.xbox.com/pcgamesplan). System requirements vary by game; performance scales with higher end systems. Cloud gaming (beta): Streaming limits apply. Streaming performance is affected by internet connection, user location, device, and other factors. Your gameplay on other devices may be limited. See www.xbox.com/usagerules for more

information. Streamed games may have limited functionality. Streaming may require compatible controller (sold separately).

The Offer Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted or undelivered Rewards or transmissions (whether sent by or to you), regardless of cause. *The Offer 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 Offer 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 or transmissions (whether sent by or to you); 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, Offer Parties expressly disclaim any and all liability for Rewards 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. Offer Parties further disclaim any and all liability for physical Rewards which are returned as undeliverable mail or otherwise not received by you 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 Receipt Image in question. You are responsible for any damage/loss due to use of a Reward. By participating in the Offer, 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 Offer or out of the acceptance, use, misuse or possession of any Reward. **There are the following limits: 1 Reward per household for the entire Offer Period.**

9. MODIFICATION AND/OR TERMINATION OF OFFER (INCLUDING OFFER PERIOD)

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

The Offer is scheduled to begin on **April 1, 2021** at 12:01:00 a.m. Eastern Standard Time and is scheduled to end on **June 30, 2021** at 11:59:59 p.m. Eastern Standard Time, or such earlier date when all available Rewards have been distributed. Sponsor in its sole discretion reserves the right to shorten, extend, suspend, modify or cancel the Offer (including the Offer Period, the Purchase Period, and their 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 Offer (or to amend these Terms) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Offer as contemplated by these Terms, 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 Offer 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 Offer, or to amend these Terms, 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 Offer is subject to all applicable federal, state, and municipal laws. The decisions of the Sponsor with respect to all aspects of this Offer 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. 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 Offer; (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 your or any other person's cell phone, computer or other device related to or resulting from participating in the Offer; (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 Request or a Receipt Image, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Request or 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. You 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 Request or Receipt Image in question.

PRIVACY: By participating in this Offer, you 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 Offer and in accordance with Sponsor's privacy policy (available at: <https://www.duracell.com/en-us/privacy/>). 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 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 disclosures or other statements contained in any Offer-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 given by any representative of the Sponsor or Administrator, the terms and conditions of these Terms shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Terms 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 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.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Offer will be governed by and construed in accordance with the domestic laws of <<Sponsor Choose Governing Law>>, 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. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in <<Sponsor Choose Governing Jurisdiction>>, in any action to enforce (or otherwise relating to) these Terms or relating to this Offer. For residents of the Province of Quebec, any litigation respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

11. SPONSOR/ADMINISTRATOR

Sponsor: The Duracell Company, 14 Research Dr. Bethel, CT 06801 ("**Sponsor**")

Administrator: Snipp Interactive Inc., Suite 1700, 666 Burrard Street, Vancouver, BC, V6C 2X8, Canada ("**Administrator**")

EXHIBIT A

A. Participating Products

Duracell Optimum Alkaline AAA Batteries (12-Pack)
Duracell Optimum Alkaline AAA Batteries (8-Pack)
Duracell Optimum Alkaline AAA Batteries (6-Pack)
Duracell Optimum Alkaline AAA Batteries (4-Pack)
Duracell Optimum Alkaline AA Batteries (12-Pack)
Duracell Optimum Alkaline AA Batteries (8-Pack)
Duracell Optimum Alkaline AA Batteries (6-Pack)
Duracell Optimum Alkaline AA Batteries (4-Pack)