

Mattel WWE 2K23™ Promotion

Terms and Conditions

PROMOTION OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES OR DISTRICT OF COLUMBIA THROUGHOUT THE PROMOTION PERIOD WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF REDEMPTION. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.

ACQUISITION OF *WWE 2K23™* GAME (PUBLISHED BY TAKE-TWO INTERACTIVE SOFTWARE, INC. ("2K GAMES")), PERSISTENT INTERNET ACCESS, 2K GAMES ACCOUNT, ACCEPTANCE OF PRODUCT AND END USER LICENSE AGREEMENTS, AND APPLICABLE PLATFORM ACCOUNT AND PLATFORM SUBSCRIPTION (SOLD SEPARATELY) REQUIRED TO REDEEM AND USE THE DLC AVAILABLE THROUGH THIS PROMOTION.

Mattel, Inc. ("Mattel", or "Sponsor") is offering the "*WWE 2K23™* Promotion" (the "Promotion"). The Promotion is subject to these terms and conditions (the "Terms and Conditions"), and by participating, a participant ("Participant") agrees to be bound by these Terms and Conditions and the decisions of Sponsor, which are final and binding in all respects. This Promotion begins at 12:01 AM, March 01, 2023, US Pacific Standard Time ("PST") and ends September 16, 2023 at 11:59 PM, PST (the "Promotion Period"). Sponsor's computer is the official timekeeping device for participation in the Promotion.

1. Eligibility: The Promotion is open to persons who are legal residents of, and physically located within, the fifty (50) United States and the District of Columbia and are eighteen (18) years of age or older at the time of redemption. VOID WHERE PROHIBITED.

2. How to Obtain a DLC Code: To obtain a code redeemable for a character skin DLC in *WWE 2K23™* (the "Game"), Participants must purchase one (1) or more Mattel product(s) in-store at Walmart or online from www.walmart.com during the Promotional Period ("Qualifying Purchase") and take a picture of their Walmart purchase receipt. To obtain a code to redeem their character skin DLC (a "DLC Code") visit www.ruthlessredemption.com (the "Website") to upload an image of your Walmart purchase receipt containing a Qualifying Purchase. Once validated, Participants will receive a DLC Code via the email address provided;

Participants will have until September 16, 2023 to upload their receipt and obtain a DLC Code; after such date, a receipt upload of a Qualifying Purchase cannot be redeemed, and the Website will be taken down. Participants are limited to one (1) DLC Code redemption. **Participants will have until 12/31/2024 to redeem their DLC Code.** While supplies last.

If any part of a DLC Code is counterfeited or improperly reproduced, or if the DLC Code comes from other games or promotions (whether operated by Sponsor or any third-party), or if any part is illegible, mutilated, or tampered with in any way, or if it contains or reflects printing, typographical, mechanical or other errors, the DLC Code will be rejected and will be deemed void and invalid.

4. How to Redeem a DLC Code: During the Promotion Period, Participants can visit www.2k.com, create a 2k Games account (if they do not have one already), submit their DLC Code, select their platform (PC, PlayStation 4, PlayStation 5, Xbox One, Xbox Series X|S or Switch) and follow the on-screen instructions to register for the Promotion by creating an account ("Account"). If a Participant does not have an existing Account, they can follow the instructions to register for this service free at <https://accounts.2k.com/en-US/signup>. Registration with 2k Games requires agreement to the applicable terms and conditions and privacy policies for such use. After registration, Participant's Account will automatically link to their: Xbox LIVE gamertag and profile for the Xbox; PlayStation Network gamer profile for the PS4; Nintendo Switch Online gamer profile for the Nintendo Switch; or Origin or Steam profile for PC; (each a "Gamer Profile"). To redeem a DLC Code, Participants log into their Account and enter their DLC Code as directed. After Participants successful entry of a DLC Code, in accordance with these terms and conditions, they will receive their character skin DLC item which will automatically be loaded onto Participant's 2k Games Account within Participant's Game for Participant's Gamer Profile. Participant's DLC Code will only be redeemable with the Game account details on Participant's Account. Participants must ensure they are logged into the correct Account before redeeming a DLC Code. DLC Codes will be assigned to the first Account that they are redeemed on. DLC Codes cannot be transferred to another Account and replacements will not be issued.

NOTE: Acquisition of the Game is required to redeem and use the character skin DLC obtainable through this Promotion; additional pay subscription services may be required to redeem and use the character skin DLC in the

Game's *multiplayer* play. The character skin DLC cannot be redeemed nor exchanged for any monetary value. The character skin DLC content may be available for purchase and/or other giveaway(s) separately at any time.

5. Codes and Redemption Code Limits:

From time to time herein, DLC Codes may be individually referred to as a "Code" and collectively as "Codes",

Each Code may only be used once; subsequent attempts to re-submit or re-use the same Code (whether by the same Participant or by different Participants) will be void. Codes must be received from the Website before September 16, 2023, and any valid unused Codes after this time shall become void. If any part of any Code is counterfeited, or improperly reproduced or if the Code comes from other games or promotions (whether operated by Mattel or any third-party), or if any part is illegible, mutilated or tampered with in any way, or if it contains or reflects printing, typographical, mechanical or other errors, the Code will be rejected and will be deemed void and invalid. Each Participant acknowledges and agrees that the respective decisions of Mattel and 2K Games with respect to Code entry are final and binding.

If a Participant experiences any difficulty with Code redemption, please visit <https://support.2k.com>.

NO TRANSFER: Codes cannot be sold, traded, bartered, assigned or transferred to or shared with a third party, auctioned through an online auction site, or otherwise or obtained through any source other than from one of the methods mentioned in these Terms and Conditions. Codes are null and void and will be rejected if not obtained through authorized, legitimate channels.

6. Code Verification. All Codes are subject to verification at the respective sole discretion of Mattel and 2k Games before a Participant receives their DLC. Anti-fraud detection devices may be used for verification purposes. Codes will be void if they fail to pass anti-fraud detection measures, or, if determined by Mattel or 2k Games in their respective sole discretion, to be unauthorized, illegitimately obtained (i.e., through means other than those stated in these Terms and Conditions) or if they contain an unauthorized message, code or other marking not issued by Monster for use in this Promotion, or if defective or if they contain printing or other mechanical errors or are printed or produced in error or are illegible or unreadable or blank. No Code redemption will be valid if such redemption is associated with any Code deemed void for any reason, including without limitation, the following: (a) Code is not verified or recognized as being validly issued by Mattel or 2k Games in the Promotion; (b) Code is determined to be previously entered and used, except as provided herein; (c) Code is incorrectly or incompletely entered or submitted; or (d) Code is void. Each Participant acknowledges and agrees that the respective decisions of Mattel and 2k Games shall be final, binding and conclusive in all matters relating to the Promotion, including without limitation determinations regarding the validity of Codes. Mattel and 2k Games each shall have no obligation to the holder of any void Code. Mattel or 2k Games may, at their respective sole discretion and without obligation, elect to replace an illegible Code with one (1) randomly selected Code, if appropriate, upon request while supplies last. Mattel and 2k Games each reserves the right to inspect and examine any illegible Code prior to issuing a replacement. Replacements shall be issued at Mattel or 2k Games' respective sole discretion and may be denied in the event of non-compliance with these Terms and Conditions. Except as expressly stated above, Mattel and 2k Games shall have no liability or obligation with respect to any void Code.

7. Limitations of Liability: No responsibility or liability is assumed by Mattel, 2k Games, Walmart Inc., and their respective affiliated companies, parent companies, subsidiaries, participating promotional partners, retailers, distributors, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfillment of the Promotion (the "Promotion Entities") for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Website hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail messaging transmissions; inaccessibility of the Website or any other website in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human intervention of the operation of the Promotion, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Promotion, or loss, miscount, misdirection, inaccessibility or unavailability of a Xbox Live Gold, Xbox Live, Play Station Network, Nintendo Switch Online, Origin, Steam used in connection with the Promotion. **From time to time during the Promotion Period, Mattel or 2k Games' respective webmaster may perform maintenance on the Website or other websites, which may result in a Participant's inability to enter or redeem Codes.** Mattel and the Promotion Entities are not responsible for any typographical or printing errors in the Codes, or any inaccurate or incorrect data contained on the Website, including without limitation, any personal injury or property damage or losses of any kind which may be sustained to Participant's or any other person's computer equipment or mobile phone equipment resulting from online participation in the Promotion, or

use of or download of any information from the Website. Use of the Website is at user's own risk. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. General Terms. By participating in the Promotion, Participants: (a) agree to be bound by these Terms and Conditions and by the interpretation of these Terms and Conditions by Mattel and by the decisions of Mattel, which are final and binding in all respects; (b) acknowledge compliance with these Terms and Conditions; (c) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (d) agree to release and hold harmless the Promotion Entities.

The Promotion Entities are not responsible if the Promotion cannot take place, or if any Code cannot be redeemed due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, coronavirus (COVID-19) pandemic, other epidemics or medical emergencies, or other events outside of the reasonable control of the Promotion Entities. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Promotion Entities, which, in Mattel's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, Mattel reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Promotion or any part of the Promotion. If the Promotion or any part of the Promotion is terminated or modified prior to the closing date of the Promotion, notice will be posted on www.monsterenergy.com if time permits. Mattel reserves the right to modify and amend these Terms and Conditions from time to time during the Promotion.

The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. In the event that any provision of these Terms and Conditions is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Mattel's failure to enforce any term of these Terms and Conditions will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Terms and Conditions. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on a website and/or the provisions of these Terms and Conditions, the Terms and Conditions shall prevail, govern and control and the discrepancy will be resolved in Mattel's sole and absolute discretion.

9. Privacy: As a condition of entering the Promotion and any other time Participant(s) provides information to Sponsor, Participant agrees and gives consent to the collection, processing, storage, and sharing (i.e., by way of example only, with administrator, with Sponsor's parent company, its affiliates and with third-party partners, service providers, etc.), of entrant's information, for the purpose of administering this Promotion (i.e., communicate with entrant, process entrant's submission, etc. all in relation to the Winner's lists) and to comply with applicable laws, rules, and regulations. To learn more about how Sponsor handles entrant's information read Sponsor's Privacy Statement located at <http://corporate.mattel.com/privacy-statement.aspx>. Acceptance of the prize constitutes permission to Sponsor to use the winner's name and likenesses for promotional purposes without further compensation except where prohibited by law. Except as otherwise provided herein for the use of certain winner information, personal information collected from each entrant will only be used by Sponsor for the purpose of the Promotion. By submitting an entry, entrant agrees to Sponsor's terms of use (http://corporate.mattel.com/terms-conditions.aspx?utm_source=mattel.com).

10. Binding Arbitration: Except where prohibited by law, Participant agrees: (1) any dispute, controversy or claim arising out of or relating to the Promotion or any Code redeemed shall be resolved individually, without resort to any form of class action; (2) any dispute, controversy or claim arising out of or relating to the Promotion or any prize awarded shall be resolved by binding arbitration conducted by JAMS in accordance with JAMS Comprehensive Arbitration Rules and Procedures (the "JAMS Rules"); (3) any arbitration shall be heard by one arbitrator to be selected in accordance with the JAMS Rules, in Los Angeles, California; (4) judgment upon any award rendered may be entered in any court having jurisdiction thereof; and (5) 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.

11. Governing Law: All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the Participant and Mattel in connection with the Promotion, shall be governed by, and

construed in accordance with California law without giving effect to any choice of law or conflict of laws rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

12. Sponsored by: This Promotion is sponsored by Mattel, Inc., 333 Continental Blvd, El Segundo, California, and administered by Snipp Interactive Inc. ("Administrator"). Administrator is not a sponsor of this Promotion.

NOTE: *WWE 2K23* ESRB Rating: T for TEEN with cartoon violence, users interact, in-game purchases (includes random items). Visit www.esrb.org for rating information.

EXHIBIT "A"

Participating Products can be found at <http://snipp.us/!crpuh>