

**Hot Pockets and Magic the Gathering: Arena 30 Years Sweepstakes
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE 50 UNITED STATES OR DISTRICT OF COLUMBIA.

Sponsor: Nestlé USA, Inc. 1812 N. Moore Street, Arlington, VA 22209.

Administrator: Snipp Interactive, Inc. 6708 Tulip Hill Terrace, Bethesda, MD, 20816.

Sweepstakes Period: The Sweepstakes begins at 12:00:01 A.M. Eastern Time ("ET") on June 1, 2023 and ends at 11:59:59 P.M. ET on June 14, 2023 ("Sweepstakes Period").

Eligibility: The Hot Pockets and Magic the Gathering: Arena 30 Years Sweepstakes ("Sweepstakes") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age (or 19 if a resident of AL or NE, 21 and older for residents of MS) at the time of entry. Void where prohibited or restricted by law. Employees of Nestlé USA, Inc. ("Sponsor"), Snipp Interactive, Inc. ("Administrator") or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production, execution, or distribution of the Sweepstakes (collectively with Sponsor and Administrator, the "Sweepstakes Entities"), and any of their respective parent and affiliate companies or subsidiaries, as well as the immediate family (spouses, parents, and step-parents, siblings and step-siblings, and children and step-children, and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible to enter or win.

The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes each entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes.

How to Enter: There are two (2) ways to participate in this Sweepstakes:

Photo Entry: During the Sweepstakes Period, collect one (1) or more **of each of the five (5)** colored boxes of Qualifying Products (defined below). Qualifying Products can be purchased from any participating retailer(s) (including online retailer(s)). Thereafter during the Sweepstakes Period, log on to the website at www.hotpockets.com/MTG/30Years ("Website") where you will complete the on-screen registration form (including providing a valid email address and a valid home address (P.O. Boxes are not permitted)), and upload one (1) photo that clearly shows all five (5) Qualifying Products to receive one (1) entry into the Sweepstakes (a "Photo Entry").

Note: You will receive only one (1) Photo Entry regardless of the number of Qualifying Products purchased. **ONLY PHOTOS THAT INCLUDE ONE (1) OF EACH OF THE FIVE (5) SPECIALLY-MARKED HOT POCKETS QUALIFYING PRODUCTS ARE VALID FOR ENTRY – ONE (1) BLUE BOX, ONE (1) RED BOX, ONE (1) GREEN BOX, ONE (1) WHITE BOX and ONE (1) BLACK BOX. ALL FIVE (5) BOXES MUST BE INCLUDED IN THE PHOTO.** Blurry and/or unreadable images will be rejected. **A list of qualifying products is set out in Exhibit "A" (each, a "Qualifying Product").**

Free Mail Method of Entry: To obtain an entry without a photo and without making a purchase, legibly handprint your name, complete home address (street, city, state and ZIP code; (P.O. Boxes are not permitted)), telephone number, complete email address and "Hot Pockets and Magic the Gathering: Arena 30 Years Sweepstakes Entry" on a 3" x 5" card/paper and mail it in a first-class stamped envelope to: Hot Pockets and Magic the Gathering: Arena 30 Years Sweepstakes, c/o Snipp Interactive, P.O. Box 2749, Carlsbad, CA 92018 (a "Mail Entry"). Mail Entries must be postmarked by June 15, 2023 and received by June 20, 2023 to be eligible for the Sweepstakes.

BOTH PHOTO ENTRIES AND MAIL ENTRIES WILL BE REFERRED TO HEREIN AS AN "ENTRY" OR "ENTRIES." LIMIT OF ONE (1) ENTRY PER ENTRANT/HOUSEHOLD, REGARDLESS OF METHOD OF ENTRY (I.E., PHOTO ENTRY OR MAIL METHOD OF ENTRY). If more than the stated Entry limit is received from the same person, home address, telephone number and/or email address, then the Entries may, at Administrator's or Sponsor's discretion, be disqualified. Entrants are prohibited from using more than one (1) email address or multiple identities. If it is found or suspected that an entrant is using more than one email address or multiple identities to participate in

the Sweepstakes, then that entrant, in Administrator's or Sponsor's discretion, may be disqualified. Entries that are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's and Administrator's discretion. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries received through any tampering (cheating), or foul play will render that entrant ineligible to receive any prize(s) and may result in entrant no longer being allowed to enter Sponsor's other promotions in the future, at Sponsor's sole discretion. Subsequent attempts made by the same individual to submit multiple Entries by using multiple or false contact information or otherwise may be disqualified. The Sweepstakes Entities are not responsible for technical failures of any kind, including, but not limited to, the malfunctioning of any wireless network, telephone, computer, computer network, hardware or software or the unavailability or inaccessibility of any service. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's device to receive messages. Those who do not follow all of the instructions, provide the required information in their Entry form, or abide by these Official Rules or other instructions of Sponsor and Administrator may be disqualified. All materials submitted become the property of Sponsor and will not be returned. Illegible and/or incomplete Entries and Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. You understand that Internet access and device data usage charges and any other charges imposed by your mobile plan and/or online service may apply when submitting an Entry. Contact your wireless carrier and/or check your mobile plan for data usage pricing plans and details. In the event of a dispute as to any Entry, the Authorized Account Holder of the email address used to register for Entry will be deemed to be the entrant and must comply with these Official Rules. The "Authorized Account Holder" is the natural person who is assigned an account by the Internet access provider, online service provider, or other organization responsible for assigning such accounts or the account associated with the submitted email address. The potential winner may be required to show proof of being the Authorized Account Holder.

Grand Prize: \$12,500 awarded in the form of a check made payable to Grand Prize Winner (as defined below). Approximate Retail Value ("ARV") of Grand Prize is \$12,500.

Winner is responsible for all federal, state and local taxes associated with acceptance and use of the Grand Prize. No more than one prize will be available to be awarded. Grand Prize is non-transferable, and no substitution will be made except as provided herein at Sponsor's sole discretion. Sponsor reserves the right to substitute Grand Prize for one of comparable or greater value for any reason. All prize details are at Sponsor's sole discretion. Grand Prize will be awarded approximately 4-6 weeks after the verification of the Grand Prize Winner's eligibility.

Drawing/Winner Notification: On or about June 22, 2023, Administrator will randomly select one potential (1) grand prize winner ("Grand Prize Winner") from among all eligible Entries received during the Sweepstakes Period. Odds of winning the Grand Prize depend on the total number of eligible Entries received during the Sweepstakes Period.

Grand Prize Winner is considered a "potential" winner pending verification of his/her eligibility and compliance with these Official Rules. Administrator will make two (2) attempts within a twenty-four (24) hour period to notify potential Grand Prize Winner at the email address or phone number submitted at the time of his/her Entry. Potential Grand Prize Winner must respond within forty-eight (48) hours of notification. Failure of potential Grand Prize Winner to respond within forty-eight (48) hours of notification may result in disqualification and an alternate potential Grand Prize Winner will be selected. Potential Grand Prize Winner will be required to sign a winner's agreement and release ("Winner Release") and return it by the date specified in Administrator's notification, or Grand Prize will be forfeited in its entirety and another potential Grand Prize Winner may be selected. The potential Grand Prize Winner will also be required to execute and return an IRS Form W-9 (and will receive a subsequent 1099 IRS Form for the actual retail value of Grand Prize) along with a Winner Release and any other documentation that Sponsor and Administrator may require and return it by the date specified by Sponsor or Administrator in the notification, or Grand Prize may be forfeited in its entirety and another potential Grand Prize Winner may be selected. If potential Grand Prize Winner is found not to be eligible or not in compliance with these Official Rules, or if prize notification or Grand Prize is returned as undeliverable, potential Grand Prize Winner may be disqualified and an alternate potential Grand Prize Winner may be selected. Sponsor and Administrator are not responsible for any change of email address or phone number of any entrant. Sponsor and Administrator's decisions as to the administration and operation of the Sweepstakes and the selection of the potential Grand Prize Winner are final and binding in all matters related to the Sweepstakes. Only three (3) alternate Grand Prize Winners will be selected, after which the Grand Prize shall remain unawarded.

Publicity Grant: Except where prohibited by law, each entrant grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use their name, Entry, photograph, voice,

and/or likeness and prize information (if the Grand Prize Winner), for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation, notification, or permission.

Limitations of Liability; Release: By entering, each entrant agrees to: (a) release and hold harmless the Sweepstakes Entities from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's Entry, creation of an Entry or submission of an Entry, participation in the Sweepstakes, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry; and (b) indemnify, defend and hold harmless the Sweepstakes Entities from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize. The Sweepstakes Entities are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, losses, delays, interruptions, unavailability or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical, mechanical, typographical, network, human or other error which may occur in the administration of the Sweepstakes, the processing of Entries, or announcement of prize or any other Sweepstakes-related materials. The Sweepstakes Entities are not responsible for injury or damage to entrant's or to any other person's computer or other device related to or resulting from participating in this Sweepstakes or downloading materials from or use of any website.

Privacy: Any information collected during an entrant's participation in this Sweepstakes will be collected by Sponsor in accordance with the terms of Sponsor's Privacy Notice. Please review Sponsor's Privacy Notice: <https://privacy.nestleusa.com/>. For information on how your personal information may be used by the Administrator, please read their privacy policy at: <https://www.snipp.com/privacy-policy>.

General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. If the Sweepstakes is terminated before the end date and time, Sponsor may (if possible), in its sole and absolute discretion, randomly select potential winner from among all eligible, non-suspect Entries received as of the date and time of the event giving rise to the termination or as otherwise deemed fair and appropriate by Sponsor. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these Official Rules 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 Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Disputes/Governing Law: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, other than those concerning the administration of the Sweepstakes or the determination of the winner or for any disputes arising from the loss or injury from the redemption of the prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of the prize) shall be submitted to final, binding arbitration conducted in Arlington County, VA under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired Virginia state or federal court judge who shall follow Virginia law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Arlington County, VA including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing,

Sweepstakes Entities shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Arlington County, VA. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Arlington County, VA; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Virginia, without giving effect to any choice of law or conflict of law rules (whether of the State of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Virginia.

Sweepstakes Winner's Name: For the name of the Grand Prize Winner (available after July 5, 2023), send a request via email with the subject line "Hot Pockets and Magic the Gathering: Arena 30 Years Sweepstakes Winner's List" to help-30yearsHP@snippmail.com.

**Exhibit A:
Qualifying Products**

SKU	UPC	Color
Ham & Cheese Crispy Crust 2pk	4369507112	Green
Pepperoni Crispy Crust 2pk	4369505631	Red
Meatball & Mozzarella Garlic Crust 2pk	4369507116	White
Philly Steak & Cheese Seasoned Crust 2pk	4369507107	Blue
Ham & Cheese Crispy Crust 12pk	4369507512	Green
Pepperoni Crispy Crust 12pk	4369527632	Red
Meatball & Mozzarella Garlic Crust 12pk	4369507513	White
Philly Steak Seasoned Crust 12pk	4369507520	Blue
Four Cheese Pizza 2pk (WMT Exclusive)	4369507109	Black