

Liquid Death – Live Nation 2023 Gift With Purchase (the “Program”)

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.

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, 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 the 50 states in the United States and the District of Columbia (the “**Territory**”), 18 years of age or older (19 or older in AL or NE, 21 or older in MS) at the time of participation (each such resident, a “**Participant**”, or “**you**”). Employees, officers, directors, agents or representatives of Supplying Demand Inc. d/b/a Liquid Death (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**”), 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; “household” means all individuals living at the same physical address. **The following limits apply: 25 Rewards per household for the entire Program Period.**

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, Administrator, Live Nation Worldwide, Inc. (“Live Nation”), other Program Parties, and each of their respective parents, subsidiaries, affiliates, officers, directors, agents, representatives, successors, employees, shareholders, 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 receive one (1) \$15 Ticket Cash® code ("**Promo Code**" or "**Reward**"), while supplies of Rewards last, for every one (1) or more 8-pack or larger packs of Participating Products (defined below) purchased by a Participant from any retailer in the Territory (a "**Participating Retailer**"), within one (1) transaction (one (1) single sales receipt) during the Purchase Period (defined below). **25 Rewards per household for the entire Program Period.** See Section 8 for further conditions of the Reward.

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 (while supplies last, and subject to inventory)(the "**Participating Products**").

4. PROGRAM PERIOD AND KEY DATES

The Program is scheduled to begin on **May 10, 2023 at 12:00:01 a.m. Eastern Time** and is scheduled to end on **July 31, 2023 at 11:59:59 p.m. Eastern Time**, or such earlier date and time when all available Rewards have been distributed (the "**Program Period**").

(i) Purchase Period: From May 10, 2023 at 12:00:01 a.m. Eastern Time to July 31, 2023 at 11:59:59 p.m. Eastern Time, or such earlier date and time when all available Rewards have been distributed (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 May 10, 2023 at 12:00:01 a.m. Eastern Time to July 31, 2023 at 11:59:59 p.m. Eastern Time, or such earlier date and time when all available Rewards have been distributed (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 Reward, 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. Rewards must be used in accordance with these Terms and Conditions and in accordance with the Reward Provider Terms (defined). Each Reward is unique and can only be used up to the value of the Reward.

5. HOW TO PARTICIPATE

Participants may participate in the Program by: (A) During the Purchase Period, purchasing one (1) or more 8 or larger Packs of Participating Products from a Participating Retailer 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:

I.

Email to Submit. Email Receipt Image to redeem@liquiddeathpromos.com . Upon emailing Receipt Image, Participants will be sent a link to a registration form for the Program; allow approximately 30 minutes to receive the link**. Complete the registration form by entering true and accurate information in the required fields (including, First Name, Last Name, Address, City, Zip, State/Province, E-Mail, Phone Number) and by reading and accepting any required terms and conditions.

Visit Program Site to Submit. Visit <https://liquiddeathpromos.com> (the “**Program Site**”). Participant will receive further instructions on uploading the Receipt Image and registering for the Program. Complete the registration form by entering true and accurate information in the required fields (including, First

Name, Last Name, Address, City, Zip, State/Province, E-Mail, Phone Number) Follow instructions and submit Receipt Image (including reading and accepting any required terms and conditions) and register for the Program.

Registering at the Program Site is the only way to receive your Reward(s), which will be sent via email to the email address provided during registration. Without the valid information supplied via registration, we cannot send you your Reward.

**Provision of link to registration form via 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 and Conditions.

6. PROCESSING OF SUBMISSIONS

Processing of a Receipt Image will take 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 REWARDS

Participants who are eligible to receive a Reward (as determined by the Sponsor, in its sole and absolute discretion and in accordance with these Terms and Conditions) will receive an email from the Administrator (the "**Email**") with instructions on how to redeem their Reward, including by clicking on a provided link (the "**Reward Instructions**"). The Email shall be delivered to the email address that Participant provided during registration. Allow at least 48 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 Reward after it has been sent to the Participant. Each Reward will be delivered separately. Rewards must be redeemed in accordance with these Terms and Conditions. To use the Reward follow the Reward Instructions provided in the Text communication used to send the Reward subject in all cases to the terms and conditions imposed by the issuer/provider of the Reward including the terms and conditions set out below (the "**Reward Provider Terms**"):

Promo Codes are redeemable only on the website located at www.ticketmaster.com/liquiddeath. Each Promo Code is a one-time use only promo code good toward \$15-off final ticket purchase for select events in the United States ticketed on ticketmaster.com or livenation.com, based on availability under this program. Promo Codes cannot be used toward VIP Nation®, TicketsNow® or events not ticketed by Ticketmaster, fan clubs, ticket packages, gift cards, credits or shipping charges. Exclusions may apply to TM+, Platinum, Fan-to-Fan Resale, TicketExchange by Ticketmaster®, Major League Baseball events, events at AEG venues and tickets not sold directly by Ticketmaster. All ticket purchases are subject to the Purchase Policy found [here](#). Promo Codes must be redeemed by 11:59 PM on August 31, 2024 A Promo Code can be used only once. **Maximum five (5) Promo Codes per transaction.** Promo Codes are void if not obtained through authorized, legitimate channels, or if any part is defective, altered, duplicated, photocopied, forged, counterfeited, mutilated or tampered with in any way, or if Promo Codes contain or are the result of a printing, seeding, typographical, mechanical or other error(s), or do not contain proper security devices (an "irregular Code"). Any attempt to obtain or generate multiple Promo Codes and/or irregular Codes and/or to use multiple names, email addresses, phone numbers and/or any fraudulent or other nonpermissible mechanisms to obtain Promo Codes, as determined by Live Nation in its sole discretion, shall give Live Nation the right to disqualify user. Promo Codes have no cash value and cannot be exchanged for cash or credit, except as required by law. Promo Codes cannot be sold or bought and will be void if sold or exchanged for compensation. Any unused value will be forfeited. Promo Codes cannot be combined with other product

offers or promotions. Items purchased with a Promo Code are for personal use or gifts only and are not valid for resale. Promo Codes cannot be used for past purchases or offers. Use of a Promo Code for unauthorized advertising, marketing or other promotional purposes is strictly prohibited. Promo Codes cannot be replaced if lost or stolen and Live Nation is not responsible for any damage or loss resulting from unauthorized use. Promo Codes are void where prohibited by law. If a Promo Code is used in violation of these Terms, Live Nation reserves the right to (a) cancel any ticket order, or (b) charge user's credit card for value of tickets after shipment. Once tickets are issued, they cannot be exchanged for other tickets or merchandise. Approximate Retail Value of each Reward is: Fifteen Dollars and Zero Cents (\$15.00).

The Program Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted, blocked, inaccessible, delayed, or undelivered Rewards or transmissions (whether sent by or to the Participant), regardless of cause. The Program Parties are not responsible for (a) any incomplete, incorrect or inaccurate information whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Program or by any technical or human error; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site (or mobile web site), Rewards or transmissions (whether sent by or to a Participant); and (c) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of email or text on account of technical problems or traffic congestion on the Internet or at any web site (or mobile web site) or any combination thereof. Without limiting the foregoing, Program Parties expressly disclaim any and all liability for Rewards 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.

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. Reward winners are solely responsible for all costs and expenses, including any assembly or installation expenses, that are not specifically and expressly included in the Reward description above. The Participant is responsible for any damage/loss due to use of a Reward and will be responsible for any legal repercussions arising due to the Reward being prohibited by law or by any other cause whatsoever from claiming, using or owning the Reward. The Released Parties will not have any liability for any defects, mechanical or otherwise in respect of the Reward. By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless the Released Parties from any liability, losses, claims or damages which may arise out of participation in the Program or out of the acceptance, use, misuse or possession of any Reward. Without limiting the generality of the previous sentence, the Released Parties will not be liable for any loss; consequential, incidental, special, or exemplary damages; or harm of whatsoever nature and howsoever arising, suffered by any Participant or any third party, as a result of the use of, or inability to use, the Reward by the Participant and/or such third party or any other cause whatsoever. **There are the following limits: 25 Rewards per household for the entire Program Period.**

9. 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 current phase of the Program is scheduled to begin on **May 10, 2023 at 12:00:01 a.m. Eastern Time** and is scheduled to end on **July 31, 2023 at 11:59:59 p.m. Eastern 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 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.

10. 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://liquiddeath.com/policies/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.

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 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 reward awarded shall be resolved individually, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (ii) any dispute, controversy or claim arising out of or relating to the Program or any reward awarded shall be resolved by binding arbitration conducted by JAMS in accordance with the JAMS Comprehensive Arbitration Rules and Procedures (the "**JAMS Rules**"); (iii) any arbitration shall be heard by one arbitrator to be selected in accordance with the JAMS Rules, in "Governing Law and Choice of Forum. These Official Rules are governed by the law of the State of California, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this program or these Official Rules must be brought in either the federal courts or state courts located in Los Angeles,

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.

11. SPONSOR/ADMINISTRATOR

Sponsor: Supplying Demand Inc. d/b/a Liquid Death 4077 Redwood Ave Los Angeles, CA 90066; (“**Sponsor**”)

Administrator: Snipp Interactive, 6708 Tulip Hill Terr, Bethesda, MD 20816 (“**Administrator**”)

Live Nation is a registered trademark of Live Nation Worldwide, Inc, Ticketmaster and Ticket Cash are trademarks of Live Nation Entertainment, Inc. Live Nation Worldwide, Inc. is not a Sponsor or Administrator of this Program. All inquiries should be directed to Sponsor and/or Administrator.

EXHIBIT A Participating Products

UPC	PRODUCT NAME
850031700031	Berry It Alive 16.9oz 12 Pack
850031700048	Mango Chainsaw 16.9oz 12 Pack
850031700055	Severed Lime 16.9oz 12 Pack
850031700338	Convicted Melon 16.9oz 12pk
850031700314	Mountain Water 19.2oz 8k multipack
850031700321	Sparkling Water 19.2oz 8pk multipack
850031700307	Mango Chainsaw 19.2oz 8pk multipack
850031700284	Berry it Alive 19.2oz 8pk multipack
850031700291	Severed Lime 19.2oz 8pk multipack
850031700345	Convicted Melon 19.2oz 8pk multipack
850031700352	Grim Leafer 8pk multipack
850031700369	Armless Palmer 8pk multipack
850031700376	Rest in Peach 8pk multipack
850031700628	Grim Leafer 12pk singles
850031700635	Armless Palmer 12pk singles

850031700611
860000023917
860000023931

Rest in Peach 12pk singles
Mountain Water 16.9oz 12 Pack
Sparkling Water 16.9oz 12 Pack