

Duracell PUBG: BATTLEGROUNDS Gaming 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 *PUBG: BATTLEGROUNDS* GAME (PUBLISHED BY KRAFTON, INC. ("KRAFTON")), PERSISTENT INTERNET ACCESS, KRAFTON 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.

Duracell, Inc. ("Duracell", or "Sponsor") is offering the "*Duracell PUBG: BATTLEGROUNDS* 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, August 15, 2023, Eastern Time ("ET") and ends December 31, 2023, at 11:59 PM, ET (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 DLC in *PUBG: BATTLEGROUNDS* (the "Game"), Participants must purchase one (1) or more Duracell product(s) in-store at or online from a participating retailer during the Promotional Period ("Qualifying Purchase") and take a picture of their purchase receipt. To obtain a code to redeem their DLC (a "DLC Code") visit duracellPUBG.com (the "Website") to upload an image of your Duracell purchase receipt containing a Qualifying Purchase (each a "Submission"). Once validated, Participants will receive a DLC Code via the email address provided.

Participants will have until January 31, 2024, 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 Three (3) DLC Code redemptions. **Participants will have until 12/31/2024 to redeem their DLC Code.** While supplies last.

4. How to Redeem a DLC Code: During the Promotion Period, Participants can visit <https://plus.krafton.com/en/events/duracell> create a Krafton account (if they do not have one already), submit their DLC Code, select their platform (Steam, Epic, PlayStation, Xbox) and follow the on-screen instructions to register for the Promotion by creating an account ("Account").

NOTE: Acquisition of the Game is required to redeem and use the DLC obtainable through this Promotion. Get more information on the free-to-play PC/console Game at <https://play.pubg.com> The DLC cannot be redeemed nor exchanged for any monetary value. The DLC content may be available for purchase and/or other giveaway(s) separately at any time.

5. 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 12/31/2024, 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 Duracell 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 Duracell and Krafton, Inc. with respect to Code entry are final and binding.

If a Participant experiences any difficulty with Code redemption, please visit. <https://support.pubg.com/hc/en-US>

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 Duracell and Krafton, Inc. 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 Duracell or Krafton, Inc. 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 Krafton, Inc. 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 Duracell or Krafton, Inc. 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 Duracell and Krafton, Inc. shall be final, binding and conclusive in all matters relating to the Promotion, including without limitation determinations regarding the validity of Codes. Duracell and Krafton, Inc. each shall have no obligation to the holder of any void Code. Duracell or Krafton, Inc. 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. Duracell and Krafton, Inc. each reserves the right to inspect and examine any illegible Code prior to issuing a replacement. Replacements shall be issued at Duracell or Krafton, Inc.'s respective sole discretion and may be denied in the event of non-compliance with these Terms and Conditions. Except as expressly stated above, Duracell and Krafton, Inc. shall have no liability or obligation with respect to any void Code.

7. Limitations of Liability: No responsibility or liability is assumed by Duracell, Krafton, 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, PlayStation, Steam, Epic**, used in connection with the Promotion. **From time to time during the Promotion Period, Duracell or Krafton, Inc. respective webmasters may perform maintenance on the Website or other websites, which may result in a Participant's inability to enter or redeem Codes.** Duracell and the Promotion Entities are not responsible for any typographical or transcription 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 Duracell and by the decisions of Duracell, 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 from any and all liability from claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any Code, participation in this Promotion, or any Promotion-related activities. Promotional Entities will not be liable for: (i) any failure during the Promotion; (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 computer, cell phone, or other device, related to or resulting from participating in the Promotion; (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.

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, [mechanical, human, network, typographical, electronic or technical failures](#), or any other causes beyond the reasonable control of the Promotion Entities, which, in Duracell's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, Duracell reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Promotion or any part of the Promotion. Promotion Entities [shall not be responsible for incorrect or inaccurate Submission information whether caused by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the Submission in the Promotion](#). Promotion Entities [assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of Submissions](#). 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.duracellPUBG.com if time permits. Duracell 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. Duracell'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 Duracell'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, with Krafton, Inc., 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 <https://www.duracell.com/en-us/privacy/> . 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 (<https://www.duracell.com/en-us/privacy/>).

10. Governing Law: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, or the rights and obligations of Participants, Sponsor,

and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of California. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of California. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

11. Sponsored by: This Promotion is sponsored by Duracell, 14 Research Drive Berkshire Corporate Park Bethel, CT 06801 USA, and administered by Snipp Interactive Inc. ("Administrator"). Administrator is not a sponsor of this Promotion. Krafton Inc. is neither an administrator nor a sponsor of this Promotion.

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