G Fuel Gaming Collaboration

(the "Offer")

Terms and Conditions

OFFER OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES OR DISTRICT OF COLUMBIA 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 TINY TINA'S WONDERLANDS, PERSISTENT INTERNET ACCESS, TINY TINA'S WONDERLANDS ACCOUNT, ACCEPTANCE OF PRODUCT AND END USER LICENSE AGREEMENTS, APPLICABLE CONSOLE (DEFINED BELOW) AND APPLICABLE CONSOLE ACCOUNTS (SOLD SEPARATELY) REQUIRED TO REDEEM AND USE THE CODE(S) AVAILABLE THROUGH THIS OFFER.

- 1. **Sponsor**: G FUEL, LLC, 113 Alder Street, West Babylon, NY 11704 ("<u>Sponsor</u>") is offering the "G Fuel Gaming Collaboration" (the "<u>Offer</u>"). The Offer is subject to these terms and conditions (the "<u>Terms and Conditions</u>"), and by participating, a participant ("<u>Eligible Participant</u>") agrees to be bound by these Terms and Conditions and the decisions of Sponsor, which are final and binding in all respects. GEARBOX SOFTWARE, LLC OR 2K . is not a sponsor of this Offer.
- 2. **Offer Period:** This Offer begins at 12:01 AM Eastern Time ("ET") on April 5, 2022 and ends September 16, 2022 at 11:59 PM, ET, or while supplies last (the "Offer Period"). Eligible Participants (defined below), can register a qualifying receipt anytime between 12:01 AM ET on April 5, 2022 to 11:59 PM ET on September 16, 2022 (the "Redemption Period"). Sponsor's computer is the official timekeeping device for participation in the Offer.
- 3. **Eligibility:** The Offer is open to persons who are legal residents of, and physically located within, the fifty (50) United States and the District of Columbia (the "Eligibility Area") and are eighteen (18) years of age or older at the time of redemption (each, an "Eligible Participant"). Employees, officers, directors, or representatives of Sponsor, TBD, and each of their parent, subsidiaries, affiliates, advertising, promotion, or fulfillment agencies, promotional partners, and entities associated with or involved in the development, implementation, or handling of this Offer (collectively, the "Offer Entities") which includes National Sweepstakes Company, LLC (the "Independent Administrator") and the participating locations (each, a "Participating Location") are not eligible to participate in the Offer. Offer is void where restricted or prohibited by law.
- 4. **How to Obtain Rewards Code:** The following codes are available as part of this Offer (each, a "Reward Code", and each sometimes, a "Reward Code"):
 - a. A Reward Code for one (1) Skeleton Key (Approximate Retail Value ("ARV"): \$5.00) redeemable in Tiny Tina's Wonderlands (the "Game") ("Reward Code#1")
 - b. A Reward Code for one (1) Skeleton Key (ARV: \$5.00) redeemable in the Game ("Reward Code#2")
 - c. A Reward Code for one (1) Skeleton Key (ARV: \$5.00) redeemable in the Game ("Reward Code#3")

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

To qualify for a Reward Code, Eligible Participants must: (a) purchase the number of G FUEL products, as set out in the table below (the "Participating Products") from any physical or online retail store in the Eligibility Area in one single transaction during the Offer Period (the "Qualifying Purchase"); (b) take a picture of their purchase receipt for the Qualifying Purchase; and (c) visit www.GFUELxTinyTina.com (the "Website") during the Redemption Period, upload an image of the receipt for the Qualifying Purchase and follow instructions to register for the Offer by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State, Zip Code, E-Mail, and Phone Number, including area code). Once validated, Eligible Participants will receive the applicable Reward Code via email, sent to the email address provided at the time of registration, while supplies last.

Reward Code	Participating Product(s)	Must purchase:
Reward Code#1	Tiny Tina's Wonderlands G FUEL Tiny Tina's High Rollin' Sparkly Boom Magic - Collector's Box - SKU: CB-TT1	One (1) or more
Reward Code#2	Tiny Tina's Wonderlands G FUEL Tiny Tina's High Rollin' Sparkly Boom Magic Collector's - 9.8oz tubs SKU: GTB-TT1	One (1) or more
Reward Code#3	Tiny Tina's Wonderlands G FUEL Tiny Tina's High Rollin' Sparkly Boom Magic Collector's - 2 cans of RTD. SKU for 1 can:: RTD-TT1	Two (2) cans or more

Eligible Participants will have until 11:59 PM ET on September 16, 2022 to register for this Offer.

After such date, a receipt upload of a Qualifying Purchase cannot be redeemed, and the Website will be taken down. There is no limit to the number of Reward Codes a person may receive/redeem. Reward Codes will be provided to Eligible Participants, while supplies last.

5. How to Redeem a Reward Code: After receiving the Reward Code via email, visit https://shift.gearboxsoftware.com/ and login to your account ("Account"). Account must be linked to your Tiny Tina's Wonderlands game account ("Game"). Once your Account is connected, go to the "Rewards" section and type in your Reward Code in the field provided. Press the "Check" button to redeem the Reward Code to the platform for which you own the Game. After Eligible Participants successfully enter their Reward Code, in accordance with these Terms and Conditions, they will receive their corresponding Skeleton Key in Tiny Tina's Wonderland (which will automatically be loaded onto Eligible Participant's Tiny Tina's Wonderland account within the Eligible Participant's Game for Eligible Participant's Gamer Profile. Eligible Participant's Reward Code will only be redeemable with the Game account details on Eligible Participant's Account. Eligible Participants must ensure they are logged into the correct Account before redeeming a Reward Code. Reward Codes will be assigned to the first Account

that they are redeemed on. Reward Codes cannot be transferred to another Account and replacements will not be issued.

<u>NOTE</u>: Acquisition of the Game is required to redeem and use the applicable Reward Code obtainable through this Offer. Acquisition of the following consoles (the "Applicable Consoles") is required to redeem and use the Reward Code: PS5, PS4, Xbox Series X, Xbox Series S, Xbox One, Steam, Epic Games Store. The Wall Breacher Armor Coating and Double XP cannot be redeemed nor exchanged for any monetary value. The Skeleton Key content may be available for purchase and/or other giveaway(s) separately at any time.

6. Reward Codes and Redemption Code Limits:

Each Code may only be used once; subsequent attempts to re-submit or re-use the same Code (whether by the same Eligible Participant or by different Eligible Participants) will be void. Codes must be received from the Website before June 30, 2022, 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 G Fuel 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 Eligible Participant acknowledges and agrees that the respective decisions of Sponsor with respect to Code entry are final and binding.

If an Eligible Participant experiences any difficulty with Code redemption, please contact help@GFUELxTinyTina.com.

<u>NO TRANSFER:</u> 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.

If any part of a Reward Code is counterfeited or improperly reproduced, or if the Reward Code comes from other games or promotions (whether operated by G Fuel 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 Reward Code will be rejected and will be deemed void and invalid. Skeleton Key Codes Expire March 25, 2023

7. Reward Code Verification. All Codes are subject to verification at the sole respective discretion of Sponsor and GEARBOX SOFTWARE, LLC OR 2K before an Eligible Participant receives their Skeleton Key. 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 Sponsor and GEARBOX SOFTWARE, LLC OR 2K in its sole respective 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 Sponsor for use in this Offer, 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 Sponsor or GEARBOX SOFTWARE, LLC OR 2K

- in the Offer; (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 Eligible Participant acknowledges and agrees that the respective decisions of Sponsor and GEARBOX SOFTWARE, LLC OR 2K shall be final, binding and conclusive in all matters relating to the Offer, including without limitation determinations regarding the validity of Codes. Sponsor and GEARBOX SOFTWARE, LLC OR 2K each shall have no obligation to the holder of any void Code. Sponsor or GEARBOX SOFTWARE, LLC OR 2K 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. Sponsor and GEARBOX SOFTWARE, LLC OR 2K each reserves the right to inspect and examine any illegible Code prior to issuing a replacement. Replacements shall be issued at Sponsor or GEARBOX SOFTWARE, LLC OR 2K 's respective sole discretion and may be denied in the event of non-compliance with these Terms and Conditions. Except as expressly stated above, Sponsor and GEARBOX SOFTWARE, LLC OR 2K shall have no liability or obligation with respect to any void Code.
- 8. Limitations of Liability: No responsibility or liability is assumed by Sponsor, GEARBOX SOFTWARE, LLC OR 2K, Snipp Interactive 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 Offer (the "Offer 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 Offer, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Offer, or loss, miscount, misdirection, inaccessibility or unavailability of an Applicable Console used in connection with the Offer. From time to time during the Offer Period. Sponsor or GEARBOX SOFTWARE, LLC OR 2K 'S respective webmaster may perform maintenance on the Website or other websites, which may result in a Eligible Participant's inability to enter or redeem Codes. Sponsor and the Offer 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 Eligible Participant's or any other person's computer equipment or mobile phone equipment resulting from online participation in the Offer, 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.
- 9. **General Terms**. By participating in the Offer, Eligible Participants: (a) agree to be bound by these Terms and Conditions and by the interpretation of these Terms and Conditions by Sponsor and by the decisions of Sponsor, 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 Offer Entities.

The Offer Entities are not responsible if the Offer 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 Offer Entities. If, for any reason, the Offer 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 Offer Entities, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Offer, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Offer or any part of the Offer. If the Offer or any part of the Offer is terminated or modified prior to the closing date of the Offer, notice will be posted on www.GFUELxTinyTina.com if time permits.

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. Sponsor's failure to enforce any term of these Terms and Conditions will not constitute a waiver of that provision. Eligible 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 Offer-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 Sponsor's sole and absolute discretion.

- 10. Privacy: All information submitted by Eligible Participants and collected by Snipp Interactive, Inc. on behalf of Sponsor in connection with Eligible Participant's participation in the Offer will be subject to and will be treated in a manner consistent with Sponsor's web site Terms of Use and Privacy Policy accessible at: https://gfuel.com/pages/privacy-policy. By participating in the Offer and opting-in to receive communication from Sponsor ("Opting-In Eligible Participants"), Opting-In Eligible Participants hereby agree that Sponsor may collect, use and disclose (as set forth in Sponsor's Privacy Policy) their personal information submitted with the Code redemption. Among other things, the information an opting in Eligible Participant provides may be used to send company updates and announcements about Sponsor and its products.
- 11. **Binding Arbitration**: Except where prohibited by law, Eligible Participant agrees: (1) any dispute, controversy or claim arising out of or relating to the Offer 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 Offer 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 New York State; (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.

12. **Governing/Choice of 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 Eligible Participant and Sponsor in connection with the Offer, shall be governed by, and construed in accordance with the laws of the state of New York without regard to conflicts of law/choice of law rules (whether of New York or any other jurisdiction), and all proceedings shall take place in Suffolk County, New York. Eligible Participant agrees to the jurisdiction of such courts and waives any right to change of venue or any like right.