DIGIORNO ASSASSIN'S CREED DLC OFFER (the "Promotion") PROMOTION TERMS AND CONDITIONS ("Terms and Conditions")

PROMOTION OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES OR DISTRICT OF COLUMBIA WHO ARE SEVENTEEN (17) YEARS OF AGE OR OLDER AT THE TIME OF REDEMPTION. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.

CUSTOM CONTENT REQUIRES ASSASSIN'S CREED® VALHALLA, ASSASSIN'S CREED® ODYSSEY, OR ASSASSIN'S CREED® ORIGINS ("GAME(S)"), DEPENDING ON CODE RECEIVED AS SET FORTH BELOW; ADDITIONAL PAY SUBSCRIPTION SERVICES MAY BE REQUIRED, INTERNET ACCESS, AND UBISOFT ACCOUNT REQUIRED TO REDEEM. NOT AVAILABLE ON ALL VERSIONS OF THE GAME(S).

OFFER MAY BE AVAILABLE SEPARATELY AT UBISOFT'S SOLE DISCRETION AT ANY TIME. LIMIT THREE (3) CODES PER PERSON FOR ALL DIGIORNO OFFERS COMBINED, REGARDLESS OF WHERE PURCHASED. FIRST CODE REDEEMED UNLOCKS MYSTICAL NAVAL PACK AND TEMPORARY XP BOOST IN ASSASSIN'S CREED® VALHALLA, SECOND CODE UNLOCKS SHARK NAVAL PACK IN ASSASSIN'S CREED® ODYSSEY, AND THIRD CODE UNLOCKS PHARAOH ARMOR IN ASSASSIN'S CREED® ORIGINS.

Sponsor: Nestlé USA, Inc. 1812 N. Moore Street, Arlington, VA 22209 ("Sponsor"). **Administrator:** Snipp Interactive, 6708 Tulip Hill Terrace, Bethesda, MD, 20816 ("Administrator").

Promotion is subject to these terms and conditions (the "<u>Terms and Conditions</u>"), and by participating, a participant ("<u>Participant</u>") agrees to be bound by these Terms and Conditions the www.digiorno.com/assassinscreed and the decisions of Sponsor and Administrator, which are final and binding in all respects. This Promotion begins at 12:00:01 AM, 10/01/22, US Eastern Time and ends 12/31/22 at 11:59:59 PM, US Eastern Time (the "<u>Promotion Period</u>"). Administrator'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 (the "<u>Promotional Territory</u>") and are seventeen (17) years of age or older at the time of redemption.

2. How to Participate:

- A) **PURCHASE:** To obtain a code ("Code"), Participants must purchase a minimum of one (1) specially marked DIGIORNO® Stuffed Crust Pizza product as defined in Exhibit A (such product will have: Assassin's Creed callout) from any retailer in the Promotional Territory during the Promotion Period ("Qualifying Purchase"). One (1) Code per Qualifying Purchase. Each Qualifying Purchase may be redeemed for one (1) Code. Each Code corresponds to specific content as set forth above. Limit three (3) Codes per person for DIGIORNO offers combined, regardless of where purchased.
- B) **TAKE A PICTURE:** Take a picture of your receipt showing the Qualifying Purchase. Only a Qualifying Purchase made during the Promotion Period, and submitted as specified in these Terms and Conditions, is valid for this offer. Receipt submissions must include the entire receipt from top to bottom, including all four corners. For longer receipts, scan or take picture in sections; you can upload up to five (5) images in each receipt submission. Be sure that the store name, date, bar code (if available), items and prices are legible in your image(s). Blurry and/or unreadable receipt images will be rejected. For help or more information, visit www.digiorno.com/assassinscreed.

There are two (2) methods for Participants to obtain a Code redeemable for down-loadable content ("DLC") in the Game(s):

a. To receive a code via Website: go to www.digiorno.com/assassinscreed ("Website") to provide email address and upload your receipt. Each receipt must be submitted separately and within thirty (30) days of purchase date on receipt. Last date to submit a receipt is 1/31/23.

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- b. To receive a code via email: Email an image of your purchase receipt containing a Qualifying Purchase to digiorno@snipp.com. Each receipt must be emailed separately and within thirty (30) days of purchase date on receipt. Last date to email a receipt is 1/31/23.
- C) **REDEEM CODE:** Within about 48 hours of receipt by Sponsor and Administrator, Code will be sent to Participant, via email, to the email address provided when the Participant uploaded or emailed a receipt as described above. The email will also include a link to assassinscreed.com/DigiornoPizza, where Participants can follow the on-screen instructions to create a Ubisoft account ("Account") or access their Account, submit their Code, and register for Assassin's Creed. Creating an Account and registering with Assassin's Creed requires agreement to the applicable terms and conditions and privacy policies for such use. After Account creation and registration, Participant's Account will automatically link to their: Xbox LIVE gamertag and profile for the Xbox One or Xbox Series X console; PlayStation Network gamer profile for the PS4 or PS5 console (each a "Gamer Profile").

To redeem a Code, Participants log into their Account and enter their Code as directed. After a Participant's successful entry of a Code, in accordance with these terms and conditions, they will receive DLC set forth below which will automatically be loaded onto Participant's Account within Participant's Game for Participant's Gamer Profile. Participant's 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 Code. Codes will be assigned to the Account for which they are redeemed. Codes cannot be transferred to another Account and replacements will not be issued.

NOTE: Acquisition of the Games is required to redeem and use the i) Assassin's Creed® Valhalla; ii) Assassin's Creed® Odyssey; and iii) Assassin's Creed® Origins DLC obtainable through this Promotion; additional pay subscription services may be required to redeem and use the DLC in the Games' multiplayer play. DLC cannot be redeemed nor exchanged for any monetary value. DLC in in i) Assassin's Creed® Valhalla; ii) Assassin's Creed® Odyssey; and iii) Assassin's Creed® Origins may be available for purchase and/or other giveaway(s) separately at any time. Ubisoft is not a sponsor of this Promotion

<u>Participants have until 3/31/2023 to redeem their Codes. After such date, Codes are no longer</u> valid and will become void.

5. Codes and Redemption Limits:

Each Code will be delivered separately. Codes for will be earned in order, based on the number of qualifying products purchased, as follows:

- First Code redeemed unlocks Mystical Naval Pack and temporary XP boost in Assassin's Creed® Valhalla;
- Second Code unlocks Shark Naval Pack in Assassin's Creed® Odyssey; and
- Third Code unlocks Pharaoh Armor in Assassin's Creed® Origins.

Sponsor, Administrator and Ubisoft expressly disclaim any and all liability for Code(s) 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 transmissions or for any other reason. If a person enters the same Code into multiple accounts or attempts to establish multiple accounts, then the Sponsor, Administrator and Ubisoft in their sole discretion, may void any Codes or Accounts. Codes generated by script, macro or other automated means are void. Sponsor reserves the right to substitute an item of comparable or greater value, at its sole discretion.

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 redeemed before 3/31/2023, 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 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 Code will be rejected and will be deemed void and invalid. Each Participant acknowledges and agrees that the respective decisions of Sponsor with respect to Code entry are final and binding.

If a Participant experiences any difficulty with Code redemption, please visit assassinscreed.com/DigiornoPizza and click on the customer support link https://www.ubisoft.com/en-us/help

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<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.

- 6. Code Verification. All Codes are subject to verification at the sole respective discretion of Sponsor and Ubisoft. 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, Administrator or Ubisoft in their 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, Administrator or Ubisoft 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 Sponsor, Administrator or Ubisoft 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 Sponsor, Administrator, and Ubisoft shall be final, binding and conclusive in all matters relating to the Promotion, including without limitation determinations regarding the validity of Codes, Sponsor, Administrator and Ubisoft each shall have no obligation to the holder of any void Code. Sponsor, Administrator or Ubisoft may, at their respective sole discretion and without obligation, elect to replace an illegible Code with one (1) Code, if appropriate, upon request while supplies last. Sponsor, Administrator and Ubisoft each reserves the right to inspect and examine any illegible Code prior to issuing a replacement. Replacements shall be issued at Sponsor, Administrator or Ubisoft'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 Ubisoft shall have no liability or obligation with respect to any void Code.
- 7. Limitations of Liability: No responsibility or liability is assumed by Sponsor, Administrator, Ubisoft, 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 the applicable platform sed in connection with the Promotion or the Game. From time to time during the Promotion Period, the respective webmasters for Sponsor, Administrator and Ubisoft may perform maintenance on the Website or other websites, which may result in a Participant's inability to enter or redeem Codes. Promotion Entities are not responsible 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 Sponsor, Administrator and Ubisoft and by the decisions of Sponsor, Administrator and Ubisoft, 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

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other causes beyond the reasonable control of the Promotion Entities, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor 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 digiorno.com/assassinscreed if time permits. Sponsor 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. Sponsor'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 Sponsor's sole and absolute discretion.

9. Privacy: Any information collected during Participant's participation in this Promotion 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 notice at: https://www.snipp.com/privacy-policy.

11. Disputes/Governing Law: Participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion, other than those concerning the administration of the Promotion or the determination of winners or for any disputes arising from the loss or injury from the redemption of a Code, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Terms and Conditions 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, Promotion 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 Promotion, but in no event attorneys' fees; and (iv) under no circumstances will Participant be permitted to obtain awards for, and Participant 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 Terms and Conditions, or the rights and obligations of the Participant and Sponsor in connection with the Promotion, 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

12. Sponsored by: This Promotion is sponsored by Nestlé USA; 1812 North Moore Street, Arlington, VA, Virginia. Ubisoft is not a sponsor of this Promotion.

GAME RATING DISCLOSURE: M for Mature

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Participating Products

| 12-Digit Consumer UPC | Brand | Segment | Variety |
|-----------------------|----------|---------------|-------------|
| 071921206161 | DiGiorno | Stuffed Crust | Five Cheese |
| 071921925802 | DiGiorno | Stuffed Crust | Pepperoni |
| 071921825881 | DiGiorno | Stuffed Crust | Supreme |
| 071921743741 | DiGiorno | Stuffed Crust | Three Meat |

^{*}Participating Products may vary at select retailers. Any additional Participating Products will be specified at retailer website or store location.

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