

Monster Energy Core Promotion

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

BY SUBMITTING AN ENTRY TO THIS PROMOTION DURING THE PROMOTION PERIOD, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE RELEASED ENTITIES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID OUTSIDE OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, AND WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.

PROMOTION PERIOD: The Monster Energy Core Promotion (the "Promotion"), which includes a sweepstakes ("Sweepstakes") and an instant-win game ("Instant-Win Game"), begins at 12:00 AM US Pacific Time ("PT") on September 1, 2019 and ends at 11:59 PM PT on January 15, 2020 (the "Promotion Period"). Monster Energy Company's (the "Sponsor") computer is the official timekeeping device for entry in the Promotion. By participating, participants ("Participants") agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final on matters relating to this Promotion.

ELIGIBILITY: Promotion is open only to legal residents, physically located within, the fifty (50) United States and District of Columbia, who are at least nineteen (19) years of age or the age at time of entry; Grand Prize Winner and his/her Guest must have a valid US passport with at least six (6) months validity from June 30, 2020. VOID WHERE PROHIBITED BY LAW. Employees, officers and representatives of the Sponsor, Fandango Loyalty Solutions, LLC (the "Administrator") and each of their respective parents, affiliates, subsidiaries and advertising and Promotion agencies and promotional partners and their immediate family members (parent, spouse, sibling, child, and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to enter or win. Promotion is subject to all applicable federal, state, and local laws and regulations. All entries submitted in compliance with these Official Rules and not disqualified or void are considered "Eligible Entries". All entries are the property of the Sponsor.

HOW TO PARTICIPATE: During the Promotion Period there are two (2) ways to participate;

1) Sweepstakes Entry: To receive one (1) Sweepstakes entry ("Sweepstakes Entry") follow these directions. Buy one (1) Monster Energy® energy drink

product at a retail store (no online or vending machine purchases) between September 1, 2019 and December 31, 2019. Text a picture of your full receipt with qualifying item starred by January 15, 2020 with the keyword "Monster" to short code 47056. Once your receipt has been validated, you will receive a reply text confirming you have been entered into the Sweepstakes and will be provided a link to a website ("Promotion Website") to play the Instant-Win Game for a chance to win a Monster Energy® backpack ("Monster Backpack"). After you submit your Instant-Win Game Play on the Promotion Website, you will receive an on-screen message and a follow-up email notifying you if you are a confirmed instant winner in the Instant-Win Game; not all Instant-Win Game plays will win. You will only receive one (1) Sweepstakes Entry and Instant-Win Game Play, regardless of the number of Monster Energy® energy drink products you purchase in excess of one (1) in a single transaction.

2) Mail-in ("AMOE") Entry: To receive one (1) free AMOE entry ("AMOE Entry(ies)") into the Sweepstakes without making a purchase and to receive an email with a link to the Instant Win Website, submit a 3" x 5" piece of paper, hand-print your name, complete address (no P.O. boxes permitted), phone number (including area code), and email address and mail in an envelope with proper first class postage affixed to: Monster Energy Core Promotion, PO Box 90130, Nashville, TN 37209. All AMOE Entry(ies) must be postmarked by January 15, 2020 and received by January 22, 2020. For AMOE Entry(ies) received before January 22, 2020 you will receive one (1) entry into the Sweepstakes and one (1) into the Instant Win. For more information visit <http://www.monsterwhistlersweeps.com>. Entries generated by script, macro or other automated means and entries by any means, which subvert the entry process, are void. By submitting a physical mail entry, you agree to the Official Rules and willing provide your information to the Sponsor and the Administrator. No photocopied or mechanically reproduced entries accepted. Entries become the property of Sponsor and will not be returned.

There is a limit of one (1) (any combination of) receipt submissions on the Receipt Validation SMS Platform or AMOE Sweepstakes Entries per person and email address per day. There is also a limit of one (1) Instant-Win Game Plays per person and email address per day. Instant-Win Game Plays, Sweepstakes Entries and/or AMOE Entries received by any person or email address in excess of the stated limitation, or which are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost or misdirect will be void. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information or otherwise may be disqualified. There is a limit of one (1) Sweepstakes Grand Prize and one (1) Instant Win Prize per person throughout the Promotion Period. For purposes of this Promotion, a "day" begins at 12:01 AM PT and ends at 11:59 PM PT.

Any and all information provided in connection with this Promotion is subject to Sponsor's Privacy Policy available at <https://www.monsterbevcorp.com/privacy.php>. By entering in the Promotion, Participants hereby agree that the Sponsor may collect and use their personal information submitted with the entry. Among other things, the information Participants provide may be used to send company updates and announcements from the Sponsor concerning the company and its products.

SWEEPSTAKES GRAND PRIZE DRAWING & WINNER NOTIFICATION: The potential Sweepstakes Grand Prize Winners will be selected in a random drawing held on or about January 24, 2020. Odds of winning will depend on the number of Sweepstakes Eligible Entries received during the Promotion Period. Participants need not to be present for the drawing to win.

Potential winners will be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within five (5) days of date of issuance. If such documents are not returned within the specified time period, prize notification is returned as undeliverable, the Sponsor or its agent is unable to contact a potential winner or a potential winner is not in compliance with these Official Rules, prize will be forfeited and, at the Sponsor's discretion, an alternate winner may be selected. Sponsor reserves the right not to award a prize in the event Sponsor is unable to identify and confirm a winner for an applicable prize after attempting to contact alternate winners.

If, for any reason, more bona fide winners come forward seeking to claim a prize in excess of the one thousand (1,000) Instant-Win Game Prizes and ten (10) Grand Prizes available as set forth in these Official Rules, the winner of the prize(s) available may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each Participant's sole and exclusive remedy under such circumstances. The Released Parties are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected or unsuccessful efforts to notify the potential winners.

INSTANT-WIN GAME PRIZE ALLOCATION & WINNER NOTIFICATION: If you are the first to play the Instant-Win Game at a randomly selected winning moment, as determined and verified by the Sponsor, or if no one plays the Instant-Win Game at such moment, and you are the first to play immediately after such moment, as determined and verified by the Sponsor, subsequent to the "Winner" screen you will be sent an email stating you have won an Instant-Win Game prize (i.e., a Monster Backpack). If Instant-Win Game Prize notification or email is returned as undeliverable, if the Sponsor or its agent is unable to contact a potential winner within a reasonable time period (as determined by the Sponsor) or if a potential winner is not in complete compliance with these Official Rules, Instant-Win Game Prize will be forfeited and the Sponsor will have no further obligation to such winner.

SWEEPSTAKES GRAND PRIZES (10): There are ten (10) Grand Prizes (“Grand Prize”) available to be awarded. Grand Prize winners (“Grand Prize Winners”) will receive a six (6) day, five (5) night trip for Winner and one (1) guest (“Guest”) to Whistler, British Columbia, Canada. Trip will include round trip coach class air transportation for Grand Prize Winner and one (1) Guest from a major commercial airport near Winner’s home (as determined by Grand Prize Provider in their sole discretion) to Vancouver Airport; five (5) nights standard hotel accommodation (single room, double occupancy, room and tax only); \$1,000 check. **Winner and Guest must be available to travel March 1, 2020 through June 30, 2020.**

The Approximate Retail Value (“ARV”) of Sweepstakes Grand Prize: \$8,000 per Grand Prize or \$80,000 Total. Actual value may vary based on point of departure. Any difference between stated value and actual value will not be awarded.

INSTANT-WIN GAME PRIZES (1,000): One Thousand Instant-Win Game Prizes are available to be won pursuant to the Promotion. Each Instant-Win Game winner will receive a Monster Backpack. Instant-Win Game Prizes will be delivered within 8-10 weeks after the conclusion of the Promotion to the mailing address provided at the time of registration. **ARV is \$70.**

Total ARV of all Instant-Win Game Prizes is \$70,000.

Total ARV of all prizes available in this promotion is \$150,000.

PROMOTION PRIZE DETAILS: Offer qualification is determined when receipt image is submitted to the Receipt Validation SMS Platform, or when a request for an AMOE Entry has been submitted, or when the Promotion Website is visited to play the Instant-Win Game. Proof of identity and/or residence reasonably satisfactory to program administrators may be required to verify eligibility. Program administrators have the right to determine offer eligibility in their discretion; all decisions concerning offer eligibility are final. Any effort to circumvent the offer’s limits, requirements or other terms (including, but not limited to, providing fictitious information or concealing identity or location) voids submissions and disqualifies person from participating in the offer.

If a Grand Prize Winner elects to partake in any or all portions of his/her Grand Prize with no Guest, only applicable portion of the Grand Prize will be awarded to Winner and any remainder of the Grand Prize will be forfeited and shall not be subject to further or alternative compensation. All elements of the Grand Prize must be redeemed at the same time, and no changes will be permitted after conformation. Each Guest must be nineteen (19) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner. Guests must execute liability/publicity releases prior to issuance of travel

documents. Specific travel dates and arrangements are subject to air travel, holiday, blackout dates, and other prize and travel restrictions. Trip must be completed by June 2020 or Grand Prize will be forfeited. Reservations are subject to availability. Trip must be booked thirty (30) days prior to intended departure date if possible. Travel dates are subject to Grand Prize provider and the Sponsor approval. ARV of Grand Prize may vary depending upon the points of departure, ground transportation, and/or airline fare fluctuations; any difference between stated ARV and final ARV of Grand Prize will not be awarded. Grand Prize consists only of the elements expressly set forth above; no other elements or expenses (including, without limitation, insurance, meals, unspecified ground transportation, phone calls, gratuities, incidentals, souvenirs, gasoline, car rental, etc.) are included in the Grand Prize and all such expenses are the sole responsibility of Grand Prize Winner. Grand Prize Winner is responsible for any air travel taxes and/or expenses, including applicable departure taxes or fees, inspection charges, and security charges. Once issued, tickets are nontransferable and may not be reissued once travel has commenced. Open tickets may not be issued, and stopovers are not permitted. Travel arrangements must be made through Grand Prize provider. Sponsor will not replace any lost, mutilated, or stolen tickets. Grand Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Grand Prize Winner and Guest are solely responsible for obtaining documents necessary for their respective international travel (i.e. passport/visa).

GENERAL CONDITIONS: By participating, Participants accept and agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters. Released Parties are not responsible for lost, late, incomplete, inaccurate, garbled, stolen, misdirected or undelivered entries or game plays, or emails or other errors or difficulties of any kind whether human, technical, electronic, mechanical, network, seeding, computer, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of prize redemptions, emails, entries, game plays, the announcement of the winners, or in any Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Promotion website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to Participant's or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the Promotion's website(s). Persons who tamper with or abuse any aspect of the Promotion or who are in violation of these Official Rules, as solely determined by the Sponsor, will be disqualified and all associated entries or game plays will be void. Should any portion of the Promotion be, in the Sponsor's sole opinion, compromised by non-authorized human intervention or other causes which, in

the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play or submission of entries or game plays, the Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion. If terminated, at its discretion, the Sponsor reserves the right to select the potential winner from all eligible, non-suspect prize claims received prior to action taken or as otherwise deemed fair and appropriate by the Sponsor. In no event will the Released Parties be liable for more than the stated number of Prizes in these Official Rules. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY OF THE SITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY SUCH INDIVIDUAL AND SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Participants, by participating, agree that the Sponsor, the Administrator, and each of their respective parents, affiliates, subsidiaries and advertising and promotion agencies and promotional partners and all of their respective officers, directors, employees, shareholders, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by Participants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a prize (including any travel or activity related thereto) or participation in this Promotion. Each prize is offered and provided "as is" with no warranty or guarantee by the Sponsor, either express or implied. Any and all warranties and/or guarantees on the prizes (if any) are subject to the manufacturer's terms therefore, and winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. By participating in the Promotion, each prize winner acknowledges that the Released Parties have not and will not obtain or provide insurance of any kind relating to the prizes. The Administrator or its parents, affiliates, and subsidiaries are not a sponsor or co-sponsor of this Promotion. Each winner, by acceptance of a prize, except where legally prohibited, grants permission for the Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and Promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. In case of dispute as to the identity of any participant, entry will be declared made by the authorized account holder of the email address submitted at time of entry and he/she must comply with these Official Rules. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address.

INDEMNITY: Participants agree to indemnify, defend, and hold harmless the Released Parties from any and all liability arising out of or relating in any way to

Participant's participation in the Promotion and to release all rights to bring any claim, action or proceeding against the Released Parties arising out of participation in the Promotion, use of the Promotion's website(s), or receipt or use of any prize, including but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Promotion or the processing of entries; or (f) injury or damage to persons or property (including to any computer systems resulting from participation in or accessing or downloading information in connection with the Promotion), which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Promotion or receipt or use of any prize. Participants assume all liability for an injury or damage caused, or claimed to be caused, by participation in this Promotion, the use of any Promotion website(s), or the acceptance, receipt, or use of any prize or prize component. Participants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion, and in no event shall the Released Parties be liable for attorney's fees.

BINDING ARBITRATION: Except where prohibited by law, Promotional participants agree: (1) any dispute, controversy or claim arising out of or relating to the Sweepstakes or any prize awarded 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 Promotion 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 Orange County, California; (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 Official Rules 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.

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 Official Rules, or the rights and obligations of any Promotion participant and the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, California law without giving effect to any choice of law or conflict of laws rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

WINNER'S NAME: For the name of the Promotion Winners (available after January 24, 2020), send a self-addressed stamped envelope to: Monster Core Promotion PO Box 90130, Nashville, TN 37209 for Sponsor's receipt no later than March 13, 2020.

SPONSOR: Monster Energy Company, 1 Monster Way, Corona, Ca. 92879

ADMINISTRATOR: Fandango Loyalty Solutions, LLC, 407 N. Maple Drive, Suite 300, Beverly Hills, Ca. 90210.

// End of Official Rules //