

Date: September 30, 2024  
Client: Hisense USA Corporation  
Promotion: NBA 2K25 GWP – OTHER NATIONAL RETAILERS ONLY  
Subject: Terms & Conditions

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#### **Abbreviated Legal Disclosures:**

Valid on purchases of select products from 10/4/24 to 11/16/24 participating retailers. Open to legal residents of the **50 U.S + D.C, 18+**. Reward is one NBA 2K25 Video Game for qualifying purchases of one or more qualifying Hisense products. Receipt must clearly show purchase date, time & location, & product(s) purchased, & may be used only once and must be submitted online at [www.HisenseNBA2K.com](http://www.HisenseNBA2K.com) by 12/16/24. Internet access and a valid email account are required. Limit 1 Reward per person/household for offer duration. Offer valid while supplies last. The offer can be modified at any time. For qualifying products, retailers, offer full terms and conditions and privacy policy visit **URL**. Void where participation prohibited, taxed, or restricted by law. Sponsor: Hisense USA Corporation, 7310 McGinnis Ferry Rd, Suwanee, GA 30024, USA.

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#### **Full Terms and Conditions:**

**INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED.** Standard rates may apply. Please contact your service provider for pricing and service plan information and rates before participation.

**BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THESE TERMS AND CONDITIONS (“TERMS”), WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE PROMOTION ENTITIES (DEFINED BELOW), A LIMITATION OF YOUR RIGHTS AND REMEDIES AND BINDING ARBITRATION.**

- 1. SPONSOR:** Hisense USA Corporation, 7310 McGinnis Ferry Rd, Suwanee, GA 30024, USA.  
**ADMINISTRATOR:** Snipp Interactive Inc., 6708 Tulip Hill Terr, Bethesda, MD 20816.
- 2. ELIGIBILITY:** NBA 2K25 GWP (the “Promotion”) is open only to legal residents of the fifty (50) United States and the District of Columbia (the “Eligibility Area”) who are at least eighteen (18) years of age (or 19 if a resident of AL or NE, 21 and older for residents of MS) at the time of participation (“You”, or “Participant”). The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Promotion constitutes participant’s full and unconditional agreement to these Terms and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Promotion. Receiving a Reward (defined below) is contingent upon fulfilling all requirements set forth herein.

If it is discovered by the Sponsor or Administrator (using any evidence or other information made available to or otherwise discovered by the Sponsor or Administrator) 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 or Administrator’s interpretation of the letter and spirit of these Terms to participate in, or to disrupt this Promotion,

then such person may be disqualified from the Promotion in the sole and absolute discretion of the Sponsor and all Rewards awarded may be forfeited.

### 3. TIMING; IMPORTANT DATES:

- The Promotion begins on October 4, 2024, at 12:00:01 a.m. Eastern Time ("ET") and ends on December 16, 2024, at 11:59:59 p.m. ET (the "Promotion Period").
- **Qualifying Purchases (defined below) must be completed between October 4, 2024, at 12:00:01 a.m. Eastern Time ("ET") and November 16, 2024, at 11:59:59 p.m. ET** (the "Purchase Period") and as further set forth in Section 4 below.
- Receipts/Receipt Images must be submitted by December 16, 2024 (the "Submission End Date") and as further set out in Section 4 below. Administrator's computer is the official time-keeping device for the Promotion.

The Promotion Period, the Purchase Period and/or the Submission End Date may be modified or at any time at the sole discretion of the Sponsor and with or without notice.

### 4. HOW TO PARTICIPATE: During the Purchase Period, purchase one (1) or more Qualifying Products in a single transaction (on a single receipt), at any Qualifying Retailer (a "Qualifying Purchase").

- For a list of qualifying products (the "Qualifying Products"), see Exhibit A below.
- For a list of qualifying retailers (the "Qualifying Retailers"), see Exhibit A below.

Be sure to keep your receipt of your Qualifying Purchase. Then take a photo of your entire receipt ("Receipt Image"). Receipt Image must be clear and legible and include the purchase date and timestamp of your receipt, show the Qualifying Purchase(s) and the name of the Qualifying Retailer (note: Participants are encouraged to blank out any personal information that appears on the sales receipt). Thereafter submit the Receipt Image and register for the Promotion before the Submission End Date by following the method set out below to receive **one (1) digital copy of NBA 2K25 Video Game available for play on Xbox Series S / X or PlayStation 5 ONLY** ("Reward") per validated Receipt Image submitted all in accordance with these Terms, **while supplies of Rewards last.**

**Visit Website to Submit.** Visit [www.HisenseNBA2K.com](http://www.HisenseNBA2K.com) ("Website") and prior to the Submission End Date follow the instructions to upload a Receipt Image and complete a registration form 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) and reading and accepting any required terms and conditions

**LIMIT ONE (1) REWARD PER RECEIPT IMAGE, REGARDLESS OF THE NUMBER OF QUALIFYING PRODUCTS IN EXCESS OF ONE (1) THAT ARE PURCHASED ON THAT RECEIPT.** By way of example, a Qualifying Purchase of two (2) Qualifying Products in single transaction, will receive one (1) Reward, not two (2) Rewards.

Each receipt/Receipt Image may only be used once. Multiple participants are not permitted to share the same email address. Registering for the Promotion and uploading a valid receipt with qualifying criteria is the only way to receive a Reward, which will be sent to the email address provided during

registration, approximately 48 hours after Receipt Image has been validated. Without the information supplied via registration, a Reward cannot be sent.

**LIMIT ONE (1) REWARDS PER HOUSEHOLD FOR THE ENTIRE PROMOTION PERIOD, WHILE SUPPLIES LAST.**

**Processing of Receipt Images:** Processing of a Receipt Image will take 48 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 or a reason why such Receipt Image could not be processed. It is the responsibility of the participant to check the applicable email account for such notification including in the inbox, spam, or junk folders. The Released Parties (as defined below) do not assume any responsibility and are not responsible for electronic communications which are undeliverable for any reason, including (but not limited to) because 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 Promotion Entities and will not be returned. Receipts that have been auctioned, traded, bartered, sold or modified or altered will be void. Receipts obtained through unauthorized means or illegitimate channels (i.e., other than via a purchase of Qualifying Products during the Promotion Period) will be void. Receipts that cannot be validated for any reason, as determined by the Administrator in its sole discretion, will be rejected.

**Verification:** Sponsor and Administrator reserve the right, in their sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor and/or Administrator for the purposes of verifying an individual's eligibility to participate in this Promotion; for legitimacy of any Receipt Image; or for any other reason. Failure to provide such proof to the complete satisfaction of the Sponsor and/or Administrator within the timeline specified by the Sponsor or Administrator, may result in disqualification. Proof of transmission (screenshots or captures etc.), or attempted transmission does not constitute proof of delivery.

- 5. REWARD DELIVERY; REWARD TERMS:** Eligible Participants will receive a link sent via email to the email address provided during registration (the "Registered Email Address") in approximately 48 hours after confirmation of verification of Receipt Image. Click on the link to be directed to a reward store where they will be required to select one (1) of the two (2) available gaming consoles (Xbox Series S and X, and PlayStation 5). Once selected, the Participant will receive a unique code for their Reward from the Promotion Administrator (the "Reward Code") sent via email to the Registered Email Address in approximately 48 hours of making such selection, though delivery times may vary.

**How to redeem a Reward Code on the PlayStation 5 (PS5)**

- On the PS5 Home Menu go to the PlayStation Store.
- Navigate up to the top menu Categories bar and select a "... " icon next to the shopping cart.
- Highlight and select "Redeem Codes" from the list of options.
- Enter your Reward Code and press X to continue
- Now you will see the content you are redeeming. Highlight the confirm option and press X.

- A message will appear that the Reward Code has been redeemed, press the button on "OK".
- The content should download automatically but if it does not, or if you would like to manually download the content, visit the game page In your Library from the Games Hub.

### **How to redeem a Reward Code on the Xbox Series S, and Xbox Series X**

- From your Xbox Home Menu go to the Microsoft Store
- If prompted, sign in.
- From the left sidebar menu in the Store, highlight and select "Redeem".
- Enter your Reward Code when prompted and then select Next to confirm.
- If the content is available, a download will start under "My Games and Apps" in your Queue.

Sponsor and any company involved in the creation, design, execution, production, or fulfillment of the Promotion (collectively, the "Promotion Entities") expressly disclaim 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 transmissions or for any other reason. Promotion Entities further disclaim all liability for Rewards which are returned as undeliverable mail or otherwise not received by Participant for any reason. For any queries reach out to us via email to the following email address: [help@hisensenba2k.com](mailto:help@hisensenba2k.com) Rewards are subject to the terms and conditions of the issuer. You are responsible for any damage/loss due to the use of a Reward.

Rewards will only be awarded to the person whose verifiable full name and valid e-mail appears on the registration form associated with the Receipt Image in question. You are responsible for any damage/loss due to the use of a Reward.

Use of multiple email addresses and/or phone numbers to obtain additional Rewards is fraud and may result in prosecution. Receipts and Receipt Images obtained through unauthorized means or illegitimate channels will be void. Receipt Images 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 Sponsor or the Participating Retailer; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; or (vii) is incorrectly or incompletely entered or submitted.

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, 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.

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. 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.

THE REWARD(S) ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROGRAM ENTITIES. ALL REWARD DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH REWARD ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE PARTICIPANT'S SOLE RESPONSIBILITY.

- 6. LIMITATIONS OF LIABILITY; RELEASE:** By participating, each participant agrees to release, hold harmless and indemnify the Promotion Entities and all of their agents, successors, and assigns (collectively, "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's participation in the Promotion, acceptance or use or misuse of a Reward. The Released Parties are not responsible for: (1) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted or undelivered Receipt Images, Rewards, email, transmissions, or other communications of any kind; (2) any incorrect or inaccurate information, whether caused by participants, printing errors, or by any of the equipment or programming associated with or utilized in the Promotion; (3) 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); (4) 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 on account of technical problems or traffic congestion on the Internet or at any web site (or mobile web site) or any combination thereof; (5) unauthorized human intervention in any part of the receipt submission process or the Promotion; (6) any other technical, mechanical, typographical, network, human or other error which may occur in the administration of the Promotion, the processing of Receipt Images or Rewards, or any other Promotion-related materials. The Released Parties are not responsible for injury or damage to participant's or to any other person's computer or other device related to or resulting from participating in this Promotion or downloading materials from or use of any website.
- 7. DISCLAIMER:** Sponsor is not responsible for printing or typographical errors in these Terms or in any Program-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual it suspects or finds: (a) to have tampered with the submission process or the operation of the Program; (b) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (c) to have provided inaccurate information on any legal documents submitted in connection with the Program; or (d) to be acting in violation of these Terms. Sponsor also reserves the right to terminate, suspend, cancel or modify the Program if for any reason this Program is not capable of running as planned due to any reason, including acts of God, war, natural disasters, coronavirus (COVID-19) pandemic, other epidemics or medical emergencies, government

mandated lockdowns, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, other force majeure events or other events outside of the reasonable control of the Sponsor, infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Program. Sponsor is not responsible or liable for any events which may cause errors and/or the Program to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, submission, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or Submission to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to your or any other person's computer relating to or resulting from participation in this Program or downloading any materials in this Program. Sponsor is not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Program, the processing of Submissions, the distribution of Rewards or in any other Program-related materials.

**CAUTION: ANY ACT OR ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROGRAM ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.**

NOTHING IN THESE TERMS SHALL DISCLAIM, LIMIT, OR EXCLUDE LIABILITY FOR ANY LIABILITY THAT MAY NOT BE DISCLAIMED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

- 8. PRIVACY POLICY:** The Participant acknowledge and understand that all personal information submitted as part of this Program will be collected and processed by Sponsor for the purpose of managing the Program, and such additional purposes specified in connection with entering or participating in the Program, in accordance with the Sponsor's privacy policy available at [www.hisense-usa.com/privacy-policy](http://www.hisense-usa.com/privacy-policy) (the "Privacy Policy"). Participants can read more about their rights, how Participant's personal information is used, and how to contact Sponsor in the Privacy Policy. By participating in the Program, Participants agree to these Terms and the terms and conditions of Sponsor's website and acknowledge all of the terms and conditions of the Privacy Policy.
- 9. APPLICABLE LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of the Participant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Delaware. Some jurisdictions do not allow for limitations of certain remedies or damages and so those provisions may not apply to you.
- 10. DISPUTES/ARBITRATION:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Gwinnett County, and any other court with jurisdiction over

the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Gwinnett County. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Gwinnett County. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

- 11. GENERAL CONDITIONS:** The decisions of the Sponsor with respect to all aspects of this Program are final and binding on all Participants without right of appeal. ANY PERSON FOUND TO BE IN VIOLATION OF THE LETTER AND SPIRIT OF THESE TERMS BY THE SPONSOR, FOR ANY REASON WHATSOEVER, MAY BE DISQUALIFIED AT ANY TIME, AT THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR.

Participants acknowledge that upon acceptance of a Reward, performance of Reward obligations becomes the sole and exclusive responsibility of the designated service provider(s) for those portions not originating with Sponsor, if any.

The Sponsor reserves the right to change the dates, deadlines and/or other mechanics of the Program as set out in these Official Rules, to the extent deemed necessary by the Sponsor, including to verify that a Participant, a redemption and/or other information comply with these Terms, or due to technical or other problems or 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, or for any other reason in its sole discretion.

The Sponsor is the sole owner of the Program materials and products of the Program and of the intellectual property rights related thereto, and nothing in these Terms shall be construed as conferring any rights whatsoever on the Participants in this regard.

Except as provided in these Terms, no communications or correspondence will be entered into with Participants, except as otherwise decided by the Sponsor in its sole discretion.

## **12. Definition of NBA Entities**

NBA Properties, Inc., the National Basketball Association (the "NBA"), and the NBA member teams (collectively, the "NBA Entities").

### **Exclusion of Employees of the NBA Entities from Eligibility**

Employees of the NBA Entities, including affiliates, agents and immediate family members and/or those living in the same household of such employees, are not eligible to enter or win the promotion.

### **Limitation of Liability**

The NBA Entities and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, agents, assignees, advertising/promotion agencies, representatives, and agents shall have no liability and will be released and held harmless from any claim, action, liability, loss, injury or damage, including, without limitation, personal injury or death to winner or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of the prize and/or participation in this promotion.

### **Right of Publicity Release**

Participants in this promotion (if minor, his/her parent or legal guardian) agree to be bound by these Official Rules and agree that the NBA Entities and their designees and assigns may use the participant's name, voice, city/state of residence, photos, video or film clips, and/or other visual likeness for advertising and/or trade purposes and/or for any other purpose in any media or format now or hereafter known without further compensation (financial or otherwise), permission or notification.

## **13. INDEMNIFICATIONS**

Participants agree to release and hold harmless 2K Games, Inc., the National Basketball Association, and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "**Released Entities**"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, or participation in Promotion, or possession, acceptance and/or use or misuse of Reward or participation in any Promotion-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. In no event will the Released Entities be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of Participants' access to and use of any websites associated with this Promotion and/or downloading from and/or printing material downloaded from any websites.



**EXHIBIT A**  
**Qualifying Products**

**A. Qualifying Products**

65U6HF	ULED TV
75U6HF	ULED TV
65U6N	ULED TV
75U6N	ULED TV
85U6N	ULED TV
65U7N	ULED TV
75U7N	ULED TV
85U7N	ULED TV
100U76N	ULED TV
65U75N	ULED TV
75U75N	ULED TV
100U70N	ULED TV
65U8N	ULED TV
75U8N	ULED TV
85U8N	ULED TV
100U8K	ULED TV
75U9N	ULED TV
85U9N	ULED TV
85UX	ULED TV
98UX	ULED TV
110UX	ULED TV
PL1	Laser
C1	Laser
PX3-PRO	Laser

**B. Qualifying Retailers**

Any physical or online retail store operating in the Eligibility Area, **excluding** (a) any physical BestBuy® retail store operating in the Eligibility Area; and (b) [www.bestbuy.com](http://www.bestbuy.com)