

**HOT POCKETS MAGIC: THE GATHERING 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 SIXTEEN (16) YEARS OF AGE OR OLDER AT THE TIME OF REDEMPTION. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.**

**CUSTOM CONTENT REQUIRES MAGIC: THE GATHERING ARENA ("GAME"), ADDITIONAL PAY SUBSCRIPTION SERVICES MAY BE REQUIRED, INTERNET ACCESS, AND WIZARDS OF THE COAST ACCOUNT REQUIRED TO REDEEM. NOT AVAILABLE ON ALL VERSIONS OF THE GAME.**

**OFFER MAY BE AVAILABLE SEPARATELY AT WIZARDS OF THE COAST'S SOLE DISCRETION AT ANY TIME.**

**THE PROMOTION WILL CONSIST OF THREE (3) COMPONENTS: (i) NATIONAL PROMOTION, (ii) BLACK BOX PROMOTION ONLY AVAILABLE AT WALMART, AND (iii) SELECT RETAILER PROMOTION. FOR A LIST OF "SELECT RETAILERS," VISIT WWW.HOTPOCKETS.COM/MTG.**

**LIMIT FIVE (5) CODES PER PERSON FOR THE NATIONAL PROMOTION AND FOR THE SELECT RETAILER PROMOTIONS COMBINED, REGARDLESS OF WHERE PURCHASED. LIMIT ONE (1) CODE PER PERSON FOR THE BLACK BOX PROMOTION.**

**NATIONAL PROMOTION AND SELECT RETAILER PROMOTION: EACH 2-PACK QUALIFYING PRODUCT MAY BE REDEEMED FOR ONE (1) CODE. EACH 12-PACK QUALIFYING PRODUCT MAY BE REDEEMED FOR FIVE (5) CODES. FIRST CODE REDEEMED UNLOCKS CUSTOM PRE-CONSTRUCTED DECK. SECOND CODE REDEEMED UNLOCKS CUSTOM PLANESWALKER AVATAR. THIRD CODE REDEEMED UNLOCKS CUSTOM PLANESWALKER DECK SLEEVES. FOURTH AND FIFTH CODES REDEEMED UNLOCK 2,000 XP.**

**IF YOU PURCHASE A QUALIFYING PRODUCT AT A SELECT RETAILER, IN ADDITION TO THE IN-GAME CONTENT STATED HEREIN, WITH EACH CODE REDEMPTION, YOU WILL ALSO RECEIVE AN ADDITIONAL 2,000 XP.**

**BLACK BOX PROMOTION: CODE REDEEMED UNLOCKS LEGENDARY PLANESWALKER VIVIEN CARD STYLE.**

**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, and by participating, a participant (and, if an eligible minor, their parent or legal guardian) ("Participant") agrees to be bound by these Terms and Conditions and the decisions of Sponsor and Administrator, which are final and binding in all respects. This Promotion begins at 12:00:01 AM, 3/1/23, US Eastern Time and ends 6/30/23 at 11:59:59 PM, US Eastern Time, with the exception of the Black Box Promotion which begins at 12:00:01 AM ET on 4/17/23 ("Promotion Period"). 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 ("Promotional Territory") and are sixteen (16) years of age or older at the time of redemption. An eligible minor should have a parent's or legal guardian's permission to participate.

**2. How to Participate:**

- A) **PURCHASE:** To obtain a code ("Code"), Participants must purchase a minimum of one (1) specially marked HOT POCKETS® product as defined in Exhibit A (such product will have Magic: The Gathering

messaging on-pack) from any retailer in the Promotional Territory during the Promotion Period ("Qualifying Purchase"). **Each 2-Pack Qualifying Purchase may be redeemed for one (1) Code. Each 12-Pack Qualifying Purchase may be redeemed for the first five (5) Codes in the National or Select Retailer Promotion.** Each Code corresponds to specific content as set forth above. **Limit five (5) Codes per person for the National and Select Retailer Promotions combined, regardless of where purchased. Limit one (1) code per person for the Black Box Promotion**

- B) **TAKE A PICTURE:** Take a picture of your receipt showing the Qualifying Purchase. Only a Qualifying Purchase submitted as specified in these Terms and Conditions, is valid for this Promotion. 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.hotpockets.com/MTG](http://www.hotpockets.com/MTG).

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- C) **UPLOAD YOUR RECEIPT:** Visit [www.hotpockets.com/MTG](http://www.hotpockets.com/MTG) ("Website") to complete the registration form, provide your 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 7/30/23.**

- D) **REDEEM CODE:** Within about 48 hours of receipt by Sponsor and Administrator, Code(s) will be sent to Participant, via email, to the email address provided when the registered Participant uploaded a receipt as described above. The email will also include a link to <https://myaccounts.wizards.com/account>, which will allow participants to redeem Code(s). Participants must have an account with **Wizards of the Coast for Magic: The Gathering Arena** to redeem Code(s). Code(s) must be redeemed at <https://myaccounts.wizards.com/account> **by no later than 10/31/2023** and will become void if not redeemed by this expiration date. **One (1) Code = 1 DLC unlock as described in the list below.** Using DLC requires access to the Game. The DLC unlocks for the Game are as follows:

- FIRST CODE REDEEMED UNLOCKS CUSTOM PRE-CONSTRUCTED DECK.
- SECOND CODE REDEEMED UNLOCKS CUSTOM PLANESWALKER AVATAR.
- THIRD CODE REDEEMED UNLOCKS CUSTOM PLANESWALKER DECK SLEEVES.
- FOURTH CODE REDEEMED UNLOCKS 2,000 XP.
- FIFTH CODE REDEEMED UNLOCKS 2,000 XP.

IF YOU PURCHASE A QUALIFYING PRODUCT AT A SELECT RETAILER, IN ADDITION TO THE IN-GAME CONTENT STATED ABOVE, WITH EACH CODE REDEMPTION, YOU WILL ALSO RECEIVE AN ADDITIONAL 2,000 XP.

- BLACK BOX CODE REDEEMED UNLOCKS LEGENDARY PLANESWALKER VIVIEN CARD STYLE.

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 Game is required to redeem and use the DLC obtainable through this Promotion; additional pay subscription services may be required to redeem and use the DLC. DLC cannot be redeemed nor exchanged for any monetary value. DLC may be available for purchase and/or other giveaway(s) separately at any time. Wizards of the Coast LLC is not a sponsor of this Promotion.

**Participants have until 10/31/2023 to redeem their Codes. After such date, Codes are no longer valid and will become void.**

### **3. Codes and Redemption Limits:**

**For 2-Packs:** Codes for will be earned in order, based on the number of qualifying products purchased, as follows:

- First Code redeemed unlocks Custom Pre-Constructed Deck;
- Second Code unlocks Custom PLANESWALKER Avatar;
- Third Code unlocks Custom PLANESWALKER Deck Sleeves;
- Fourth Code Unlocks 2,000 XP; and
- Fifth Code Unlocks 2,000 XP.

If you purchase a Qualifying Product at a Select Retailer, in addition to the in-game content set forth above, with each Code redemption, you will also receive an additional 2,000 XP.

- Blackbox Code redeemed unlocks Legendary Planeswalker Vivien Card Style.

**For 12-Packs:** The first five (5) Codes for the National or Select Retailer Promotion will be delivered together and can be redeemed for content as described above.

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 by 10/31/2023, and any valid unused Codes after this time shall become void.** Sponsor, Administrator and Wizards of the Coast LLC 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 Participant enters the same Code into multiple accounts or attempts to establish multiple accounts, then the Sponsor, Administrator and Wizards of the Coast LLC in their sole discretion, may void any Codes or Accounts. Codes generated by script, macro or other automated means or any means which subvert the submission process are void. Sponsor reserves the right to substitute an item of comparable or greater value, at its sole discretion.

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 [www.hotpockets.com/MTG](http://www.hotpockets.com/MTG) and click on the customer support link

**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.

**4. Code Verification.** All Codes are subject to verification at the sole respective discretion of Sponsor and Wizards of the Coast LLC. 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 Wizards of the Coast LLC 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 Wizards of the Coast LLC 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 Wizards of the Coast LLC 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 Wizards of the Coast LLC 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 Wizards of the Coast LLC each shall have no obligation to the holder of any void Code. Sponsor, Administrator or Wizards of the Coast LLC 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 Wizards of the Coast LLC each reserves the right to inspect and examine any illegible Code prior to issuing a replacement. Replacements shall be issued at Sponsor, Administrator or Wizards of the Coast LLC'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, Administrator and Wizards of the Coast LLC shall have no liability or obligation with respect to any void Code.

**5. Limitations of Liability:** No responsibility or liability is assumed by Sponsor, Administrator, Wizards of the Coast LLC, 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 ("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 used in connection with the Promotion or the Game. **From time to time during the Promotion Period, the respective webmasters for Sponsor, Administrator and Wizards of the Coast LLC 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.

**6. General Terms.** By participating in the Promotion, Participants (and, if an eligible minor, their parent or legal guardian): (a) agree to be bound by these Terms and Conditions and by the interpretation of these Terms and Conditions by Sponsor, Administrator and Wizards of the Coast LLC and by the decisions of Sponsor, Administrator and Wizards of the Coast LLC, which are final and binding in all respects; (b) acknowledge compliance with these Terms and Conditions; (b) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (c) 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 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 [www.hotpockets.com/MTG](http://www.hotpockets.com/MTG) 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.

**7. 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>.

**8. Disputes/Governing Law:** Participant (and, if an eligible minor, their parent or legal guardian) 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

GAME RATING DISCLOSURE: T for Teen

**EXHIBIT "A"**

<b><u>Product Name (as appears on specially-marked pack)</u></b>	<b><u>Pack size</u></b>	<b><u>Consumer UPC</u></b>
<b><u>HP 4-CHEESE PIZZA OF THE VEIL, GARLIC CRUST (Walmart exclusive)</u></b>	<b><u>2 PK</u></b>	<b><u>4369507109</u></b>
<b><u>HP HAM &amp; CHEESE, CRISPY BUTTERY CRUST</u></b>	<b><u>2 PK</u></b>	<b><u>43695071122</u></b>
<b><u>HP HAM &amp; CHEESE, CRISPY BUTTERY CRUST</u></b>	<b><u>12 PK</u></b>	<b><u>43695075120</u></b>
<b><u>HP MEATBALLS &amp; MOZZARELLA, GARLIC CRUST</u></b>	<b><u>2 PK</u></b>	<b><u>43695071160</u></b>
<b><u>HP MEATBALLS &amp; MOZZARELLA, GARLIC CRUST</u></b>	<b><u>12 PK</u></b>	<b><u>43695075137</u></b>
<b><u>HP PHILLY STEAK &amp; CHEESE, SEASONED CRUST</u></b>	<b><u>2 PK</u></b>	<b><u>43695071078</u></b>
<b><u>HP PHILLY STEAK &amp; CHEESE, SEASONED CRUST</u></b>	<b><u>12 PK</u></b>	<b><u>43695075205</u></b>
<b><u>HP PEPPERONI PIZZA, CRISPY CRUST</u></b>	<b><u>12 PK</u></b>	<b><u>43695276329</u></b>
<b><u>HP PEPPERONI PIZZA, CRISPY CRUST</u></b>	<b><u>2 PK</u></b>	<b><u>43695056310</u></b>