

LIQUID DEATH x GEARS OF WAR® REWARD CODES

DIGITAL OFFER RULES

Sponsored and administered by Supplying Demand, Inc. dba Liquid Death (“**Sponsor**,” “**we**,” “**our**,” or “**us**”). A participant in this Program is referred to as “**you**.”

INTERNET CONNECTION REQUIRED. REWARDS ARE TO BE USED WITHIN THE APPLICABLE GAME. GAME SOLD/DOWNLOADED SEPARATELY.

1. Agreement to Offer Rules

Sponsor and Administrator hereby provide the Offer Rules governing Sponsor’s Reward Code Program (the “**Program**”), which will run from September 25th, 2026 until November 30th, 2026 (the “**Promotion Period**”).

These Offer Rules establish an agreement that is binding on Sponsor and on all participants in the Program (the “**Offer Rules**”). As part of the Program, Sponsor will allow participants to obtain Reward Codes by buying certain products with associated Reward Codes (defined below).

By entering or participating in the Program, you accept and agree to:

- these Offer Rules, and
- the Sponsor’s Terms and Conditions at <https://liquiddeath.com/policies/terms-of-service> and Privacy Policy at <https://liquiddeath.com/policies/privacy-policy>, and any Sponsor terms described on the Rewards page (“**Sponsor Terms**”).

You also confirm your understanding that Sponsor and Subtotal, Inc. will receive any personal information you provide, which will be governed by their respective privacy policies. Subtotal's Terms of Service at <https://www.subtotal.com/legal/end-users/terms-of-service> and Privacy Policy at <https://www.subtotal.com/legal/end-users/privacy-policy> govern your use of the account connection flow.

All capitalized terms used but not defined herein shall have the respective meaning given to them in the Sponsor Terms. In the event of any conflict between these Offer Rules and the Sponsor Terms, these Offer Rules will govern with respect to the Program. In the event of any conflict between these Offer Rules and any advertising, promotional, or point-of-sale materials relating to the Program, these Offer Rules shall control.

Microsoft Corporation and its affiliates are not sponsors of this promotion.

2. Reward Codes Campaign

A. General

Liquid Death Reward Offer: A “Valid Submission” means a digital submission in which you (i) purchase a qualifying product listed below during the Promotion Period from an authorized U.S. retailer, (ii) connect a supported retail account to Liquid Death through Subtotal to verify your purchase, and (iii) complete registration with a valid email address, mobile phone number, and opt-in to Liquid Death email marketing. Qualifying products:

- **Liquid Death Sparkling Energy Drink**

Each Valid Submission yields one (1) Xbox Gears of War: E-Day Reward Code and one (1) Steam Gears of War: E-Day Reward Code.

Each user is limited to one (1) Valid Submission. All submissions must be received no later than 11:59 p.m. PT on November 30th, 2026.

Sponsor will review submissions and deliver approved Reward Codes within ten (10) business days of receipt of a Valid Submission. Participants are solely responsible for any applicable taxes associated with participation in the Program or receipt of Reward Codes. Sponsor is not responsible for lost, late, or incomplete submissions, or for technical failures that prevent a submission from being received.

Deficient Submissions. If a submission does not meet the requirements of a Valid Submission (for example, an incomplete retail account connection or missing email marketing opt-in), Sponsor will notify you via email or SMS using the contact information provided in your registration data. You will have five (5) business days from the date of such notice to correct the deficiency and resubmit. If the corrected submission satisfies the Valid Submission requirements, it will be processed in accordance with these Offer Rules. If no corrected submission is received within the five (5) business day period, the original submission will be deemed invalid.

B. Eligibility. The Reward Codes Offer is open to purchases made from authorized retailers located in the 50 U.S. states or D.C., by individuals who are 18 years of age or older as of the date of purchase. You are not eligible to participate in the Program if, during the Promotion Period, you are the immediate family member of, live in the same household as, or are yourself:

- an employee of Sponsor, or of its parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, or
- an individual providing services to Sponsor through an outsourcer or temporary employment agency.

For avoidance of doubt, you are ineligible if you are located in any country to which the United States has embargoed goods or otherwise applied any economic sanctions. This Program is void where prohibited or restricted by law.

C. Reward Specifics: Reward Codes are delivered via email upon approval of a Valid Submission. There is no automatic redemption or periodic distribution of Reward Codes.

- Reward Codes have no cash, monetary, or other value and cannot be redeemed for cash.
- No interest is paid on reward balances.
- Subject to applicable laws, Reward Codes are not your property until distributed. They are non-transferable and cannot be brokered, bartered, or sold.
- Reward Codes unlock select in-game digital content for Gears of War: E-Day. Redemption of Reward Codes requires an active Xbox account (for Xbox codes) or Steam account (for Steam codes), an internet connection, and a copy of Gears of War: E-Day (sold separately). Limit one (1) Reward Code per person/Xbox account. Reward

Codes are provided on an "as-is" basis. Sponsor is not responsible for the functionality, availability, or performance of the game, any game platform, or Reward Code content. Reward Codes are subject to any additional terms and conditions imposed by the applicable game platform. Check the applicable platform for Reward Code expiration details, if any.

3. Termination and Expiration

The Program ends on the final day of the Promotion Period or when all available Reward Codes have been distributed, whichever is sooner. Valid Submissions received before the Program ends will still be processed and honored in accordance with these Offer Rules. Sponsor will use commercially reasonable efforts to ensure sufficient Reward Codes are available throughout the Promotion Period. A total of 200,000 Reward Codes are available in the Program. However, we reserve the right to terminate, suspend, or modify this Program at any time after giving you 3 days' notice of such change, or immediately without notice if required due to circumstances beyond our reasonable control, including technical failures, unauthorized human intervention, game platform outages, or any event that compromises the integrity or administration of the Program. Any notice will be sent either by email or via SMS using the contact information you provide in your registration data.

If we determine in our sole discretion that you have violated our Offer Rules, we may in our sole discretion and as permitted by law, terminate your account and eliminate any pending, current, or future Reward Code eligibility. We will notify you of such termination at the phone number or email you provide in your registration data, and such termination will be effective immediately.

Any attempt to undermine the legitimate operation of this Program, including the use of automated devices, scripts, bots, multiple or false accounts, or any other method not authorized by these Offer Rules, may result in disqualification and forfeiture of any Reward Codes. Sponsor reserves the right to void any Reward Codes obtained through fraudulent or unauthorized means.

4. DISCLAIMERS AND LIMITATIONS ON LIABILITY

IN NO EVENT WILL SPONSOR OR ANY OTHER RELEASEE (AS DEFINED BELOW) BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF SPONSOR AND THE OTHER RELEASEES ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM EXCEED THE RETAIL PURCHASE PRICE YOU PAID FOR THE QUALIFYING PRODUCT. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

5. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to release, indemnify, and hold harmless Sponsor, Microsoft Corporation, Subtotal, Inc., and their respective affiliates ("Releasees") from any and all claims, injuries, damages, or losses arising from participation in this Program or the use of a Reward Code, including disruptions beyond Releasees' control or typographical errors in Program materials.

6. Severability

If any provision of these Offer Rules is determined to be invalid or unenforceable, the remaining provisions shall remain in full effect.

7. No Waivers

Our failure to enforce any provision of these Offer Rules shall not constitute a waiver of that provision.

8. Maintenance Of Registration Data

To receive your reward, you must provide a valid mobile phone number and email address. If we do not have sufficient information to deliver your Reward Code, we will notify you via email or SMS. If you do not provide the requested information within five (5) business days, your Reward Code eligibility will expire.

9. SMS terms

When you provide us with your mobile phone number, you consent to Sponsor initiating text messages (including SMS and MMS) to that phone number. Messages will be sent by or on behalf of Liquid Death. You will receive a confirmation text message, and you may need to reply as instructed to complete registration. Message and data rates may apply. Consent to receive text messages is not a condition of any purchase.

Texts may be sent through an automatic telephone dialing system. You may receive up to 10 messages in connection with this Program. Message frequency varies. Reply the word **STOP** to cancel or **HELP** for help. If you reply STOP, you agree to receive a final text message confirming your opt-out.

10. Changes to the Offer Rules

We reserve the right to update or modify these Offer Rules at any time after giving participants 3 days' notice via email or SMS. Continued participation in the Program after such notice constitutes acceptance of any changes to the Offer Rules. No change will apply to purchases made or submissions received before the effective date of the change.

11. Contact

If you have any questions relating to this Program, you may contact Sponsor at: info@liquiddeath.com.

12. Governing Law; Dispute Resolution

These Offer Rules are governed by the laws of the State of California, without regard to its conflict of laws provisions. Before filing any claim, you or Sponsor must send the other party written notice of the dispute and allow sixty (60) days to resolve it informally. Except for disputes

that qualify for small claims court, any dispute, claim, or controversy arising out of or relating to this Program or these Offer Rules shall be resolved exclusively by binding individual arbitration administered by JAMS under its Streamlined Arbitration Rules and its Consumer Arbitration Minimum Standards, conducted by videoconference, on written submissions, or in the county where you reside. Subtotal, Inc. is an intended third party beneficiary of, and may enforce, this Section. Sponsor will pay all arbitration fees other than your filing fee, which will not exceed \$250. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

YOU AND SPONSOR EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE PROCEEDING. All claims must be brought in a party's individual capacity and not as a plaintiff or class member in any purported class, collective, or representative action. The arbitrator may not consolidate more than one person's claims. This Section does not waive any right to seek public injunctive relief that cannot be waived as a matter of law, and any such claim shall be stayed pending arbitration of all arbitrable claims. If the class action waiver is found unenforceable as to a particular claim, that claim, and only that claim, shall proceed in court, and the remainder of this Section will remain in effect. You may opt out of this arbitration provision by emailing info@liquiddeath.com within thirty (30) days of your first participation in the Program. If twenty five (25) or more similar claims are filed against Sponsor by the same or coordinated counsel, the claims will be resolved in staged batches of twenty five (25), with later batches stayed until earlier batches conclude.