

Monster Energy® x Call of Duty®: Modern Warfare® 4 Yesway/Allsup's DLC Promotion Terms and Conditions

BY PARTICIPATING IN THIS PROMOTION DURING THE PROMOTION PERIOD, YOU AGREE TO THESE TERMS AND CONDITIONS, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. IMPORTANT NOTE: THESE TERMS AND CONDITIONS CONTAIN PROVISIONS THAT LIMIT OUR LIABILITY TO YOU, ELIMINATE YOUR RIGHT TO A TRIAL BY JURY, REQUIRE YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS AND NOT AS A PART OF ANY CLASS OR REPRESENTATIVE ACTION, AND THROUGH FINAL AND BINDING ARBITRATION. SEE BELOW.

PROMOTION OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, AND DISTRICT OF COLUMBIA, THROUGHOUT THE PROMOTION PERIOD WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF REDEMPTION. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.

GAME (SOLD SEPARATELY), PERSISTENT INTERNET ACCESS, ACTIVISION ACCOUNT, ACCEPTANCE OF PRODUCT AND END USER LICENSE AGREEMENTS, AND APPLICABLE PLATFORM ACCOUNT AND PLATFORM SUBSCRIPTION (SOLD SEPARATELY), REQUIRED TO REDEEM AND USE THE DLC AVAILABLE THROUGH THIS PROMOTION.

Monster Energy Company ("Monster") is offering the "Monster Energy® x Call of Duty®: Modern Warfare® 4 Yesway/Allsup's DLC Promotion" (the "Promotion"). The Promotion is subject to these terms and conditions (the "Terms and Conditions"), and by participating, participant ("Participant") agrees to be bound by these Terms and Conditions and the decisions of Monster, which are final and binding in all respects. This Promotion commences at midnight beginning, September 9, 2026, and concludes at midnight ending November 3, 2026 (the "Promotion Period"). Monster's computer is the official timekeeping device for participation in the Promotion and all times stated are US Pacific Time.

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 "Promotional Territory") and are eighteen (18) years of age or older at the time of redemption. VOID WHERE PROHIBITED.

2. How to Obtain DLC Codes: To obtain codes redeemable for a charm downloadable content ("DLC") in Call of Duty®: Modern Warfare® 4 videogame (the "Game") while supplies last, Participant must purchase any three (3) 16/15.5 fl. oz single cans of Monster Energy® products ("Qualifying Products") in a single in-store transaction during the Promotion Period at a participating Yesway or Allsup's location in the Promotional Territory and enter the phone number associated with their Yesway & Allsup's Rewards account at time of purchase ("Qualifying Purchase"). Once Participant purchases the required number of participating Monster Energy® products and the Qualifying Purchase is validated, Participant will receive a code to redeem for their charm DLC ("Yesway/Allsup's DLC Code") and further instructions on obtaining the DLC to the email associated with their Yesway & Allsup's Rewards account. If a Participant does not have a Yesway & Allsup's Rewards account, one can be set up for free on the Yesway/Allsup's website: <https://yeswayallsupsrewards.com/> or in the Yesway/Allsup's Rewards app. Any collection or use of Participant's personally identifiable information by Yesway and Allsup's through their Yesway & Allsup's Rewards program will be subject to and treated in a manner with the program's terms of use accessible at: <https://yeswayallsupsrewards.com/terms/> and privacy policy accessible at: <https://yesway.com/privacy-policy/>. There are multiple ways to earn an in-game charm, however Participant will only receive one (1) charm for the Promotional Period, regardless of the number of Monster Energy® x Call of Duty®: Modern Warfare® 4 retailer-specific promotions they participate in.

Participant will have until April 30, 2027, to redeem their Yesway/Allsup's DLC Code; after such date, the Yesway/Allsup's DLC Code will be void. Participants are limited to one (1) Yesway/Allsup's DLC Code redemption, while supplies last.

If any part of the Yesway/Allsup's DLC Code is counterfeited or improperly reproduced, or if the Yesway/Allsup's DLC Code comes from other games or promotions (whether operated by Monster 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 Yesway/Allsup's DLC Code will be rejected and will be deemed void and invalid.

3. How to Redeem DLC Codes: During the Promotion Period and until April 30, 2027, Participant can visit www.callofduty.com/redeem, log in to their Activision account ("Activision Account") (or create an Activision Account if they do not have one already), submit their Yesway/Allsup's DLC Code(s) and follow the on-screen instructions as directed by the Activision redemption website. If a Participant does not have an existing Activision Account, they can follow the instructions to register for this service at <https://profile.callofduty.com/cod/signup>. Registration with Activision (as defined below) requires agreement to the applicable terms and conditions and privacy policies for such use. After registration, Participants will have the option to link their Activision Account to: Xbox profile for the Xbox One console, Xbox Series X console, or Xbox on PC; PlayStation Network profile for the PS4 or PS5 console; Steam profile for PC; or Battle.net profile (each a "Gamer Profile"). To redeem a Yesway/Allsup's DLC Code, Participant must log into their Activision Account and enter the Yesway/Allsup's DLC Code as directed by the Activision redemption website. After Participant's successful entry of a Yesway/Allsup's DLC Code, in accordance with these terms and conditions, they will receive their DLC item which will automatically be loaded onto Participant's Activision Account and available for use within the Game. If a Yesway/Allsup's DLC Code is redeemed prior to the release of the 2026 Call of Duty®: Modern Warfare® 4 videogame, the DLC item will be automatically banked into Participant's Activision Account. Participant will be able to access these banked DLC items for use in the Game starting on October 23, 2026. Participant's DLC Code will only be redeemable with the Game account details on Participant's Activision Account. Participant must ensure they are logged into the correct Activision Account before redeeming a Yesway/Allsup's DLC Code. Yesway/Allsup's DLC Codes will be assigned to the first Activision Account that they are redeemed on. Yesway/Allsup's DLC Codes cannot be transferred to another Activision 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 in the Game's *multiplayer* play. The DLC cannot be redeemed nor exchanged for any monetary value. The DLC content may be available for purchase and/or other giveaway(s) separately at any time.

4. Codes and Redemption Code Limits:

From time to time herein, Yesway/Allsup's DLC Code(s) may be individually referred to as a "Code" or "Codes".

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 entered on the Activision redemption website by April 30, 2027, 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 Monster 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 Monster and Activision Publishing, Inc. ("Activision") with respect to Code entry are final and binding.

If a Participant experiences any difficulty with Code redemption, please contact the Administrator (defined below) at support@monster-cod.com.

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.

5. Code Verification. All Codes are subject to verification at the respective sole discretion of Monster and Activision before a Participant receives their DLC. 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 Monster or Activision in their respective sole 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 Monster 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 Monster or Activision 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 Monster and Activision shall be final, binding and conclusive in all matters relating to the Promotion, including without limitation determinations regarding the validity of Codes. Monster and Activision each shall have no obligation to the holder of any void Code. Monster or Activision may, at their respective sole discretion and without obligation, elect to replace an illegible Code with one (1) randomly selected Code, if appropriate, upon request while supplies last. Monster and Activision each reserve the right to inspect and examine any illegible Code prior to issuing a replacement. Replacements shall be issued at Monster or Activision's respective sole discretion and may be denied in the event of non-compliance with these Terms and

Conditions. Except as expressly stated above, Monster and Activision shall have no liability or obligation with respect to any void Code.

6. Limitations of Liability: No responsibility or liability is assumed by Monster, Activision, Gocxm Inc. (the "Administrator"), Yesway, Inc. ("Yesway" and "Allsup's") 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 any 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 any 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 an Xbox Live Gold, Xbox Live, Play Station Network, Battle.Net, or Steam used in connection with the Promotion. **From time to time during the Promotion Period, Monster, the Administrator, or Activision's respective webmaster may perform maintenance on any website mentioned in these rules or otherwise related to the conduct of the Promotion or Code redemption, which may result in a Participant's inability to enter or redeem Codes.** Monster and the Promotion Entities are not responsible for any typographical or printing errors in the Codes, or any inaccurate or incorrect data contained on any 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 any website. Use of all websites are at user's own risk. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON ANY WEBSITE RELATED TO THIS PROMOTION OR THE REDEMPTION OF CODES 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.

7. General Terms. By participating in the Promotion, Participant: (a) agrees to be bound by these Terms and Conditions and by the interpretation of these Terms and Conditions by Monster and by the decisions of Monster, which are final and binding in all respects; (b) acknowledges compliance with these Terms and Conditions; (c) agrees to comply with any and all applicable federal, state and local laws, rules and regulations; and (d) agrees 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 Monster's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, Monster 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.monsterenergy.com/yeswaycodcharm if time permits. Monster 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. Monster's failure to enforce any term of these Terms and Conditions will not constitute a waiver of that provision. Participant agrees 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 Monster's sole and absolute discretion.

8. Privacy: All information submitted by Participant and collected by Monster in connection with Participant's participation in the Promotion will be subject to and will be treated in a manner consistent with Monster's web site Terms of Use accessible at: <http://monsterenergy.com/en-us/terms-of-use/> and Monster's Privacy Policy available at:

www.monsterenergy.com/en-us/privacy-policy/. By participating in the Promotion and opting-in to receive communication from Monster ("Monster Opting-In Participant"), Monster Opting-In Participant hereby agrees that Monster may collect, use and disclose (as set forth in Monster's Privacy Policy) their personal information submitted with the Code redemption. Among other things, the information Monster Opting-In Participant provides may be used to send company updates and announcements about Monster Energy Company concerning products and promotions that may be of interest to them.

9. Binding Arbitration: EXCEPT WHERE PROHIBITED BY LAW, PARTICIPANT AGREES: (1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE PROMOTION, ANY CODE REDEEMED OR ANY GIFT OR 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, ANY CODE REDEEMED OR ANY GIFT OR 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 TERMS AND CONDITIONS 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.

10. Governing 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 Terms and Conditions, or the rights and obligations of the Participant and Monster 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.

11. Sponsored by: This Promotion is sponsored by Monster Energy Company, 1 Monster Way, Corona, CA 92879. Activision Publishing, Inc. is not a sponsor of this Promotion.

12. Administrator: This Promotion is administered by GOcxm Inc., 379 Adelaide Street West, 2nd Floor, Toronto, ON, M5V 1S5, Canada.

NOTE: Participant understands that they are providing information to Monster Energy Company. If a Participant opts-in, the information provided may be used for sending Participant company updates and announcements from Monster Energy Company concerning products and promotions that may be of interest to you. Activision is not a sponsor of this promotion. ©/TM/® 2026 Activision Publishing, Inc. ESRB Rating: Mature for Intense Violence, Blood and Gore, Strong Language, Use of Drugs. Visit www.esrb.org for rating information.