

## Crypto.com x AUD CRO Giveaway

To participate in the Giveaway, you must satisfy the eligibility criteria and meet the requirements set out in the Official Rules, and:

1. Comment to tag three friends in the designated Crypto.com post on X (formerly Twitter)\* (the “**Post**”);
2. Repost the Post; and
3. Follow @cryptocom\_AU

during the Campaign Period. The Campaign Period begins on November 20, 2023 at 9:00 AEST and ends on November 26, 2023 at 17:00 AEST. \*Entrant’s X account must be a public account to be eligible for the Giveaway.

### Rewards

The Rewards are as listed below with their estimated market value:

- AU\$100 worth of CRO credited to their Crypto.com App account

Odds of winning depend on the number of Eligible Entries received during the Entry Period. Ten (10) unique Recipients will each receive a Reward to the Recipient’s Crypto.com App account, with such exchange rate as determined by Crypto.com in its sole and absolute discretion.

## OFFICIAL RULES FOR AUSTRALIA GIVEAWAY

Crypto.com will conduct the Giveaway linking these rules (the “Giveaway”) substantially as described in these rules. By entering or participating, each entrant or participant (“Entrant”) agrees unconditionally to be bound by these official rules (the “Official Rules”) and the decisions of Crypto.com, which are final and binding in all respects to the Giveaway. Eligibility to receive any items from the Giveaway is contingent upon fulfilling all requirements set forth herein.

**NO PURCHASE NECESSARY TO ENTER OR WIN A REWARD. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF BEING SELECTED. ODDS OF BEING SELECTED WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.**

Giveaway subject to these Official Rules are sponsored and administered by the relevant Crypto.com entity that provides you with relevant Crypto.com services.

### 1. Eligibility:

- a. General Eligibility: Unless otherwise specified, the Giveaway is open only to: (i) Australian residents (ii) who are eighteen (18) years of age or older at the time of entry; (ii) who have an active e-mail account and Internet access prior to the beginning of the Campaign Period (defined below); and, (iv) fulfil the Entry Requirements (defined below).
- b. Individuals Excluded From Entry: Employees, officers and representatives, and the immediate family members of such employees, officers and representatives (i.e., parent, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) of Crypto.com or its affiliated companies, parent companies, subsidiaries, participating promotional partners, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfillment of the Giveaway (collectively, the “Giveaway Entities”) are not eligible to enter.
- c. Additional Eligibility Requirements. Prior to being eligible to receive any Reward, a Recipient (as defined below) must provide Crypto.com with any information or certifications needed by Crypto.com, in its judgment. Without limiting the foregoing, a Recipient of the Giveaway may be required to sign a copy of these Official Rules, to complete and sign a Declaration of Compliance, Liability, and Publicity Release (except where prohibited by law), and provide any other document that Crypto.com determines is required, necessary or appropriate, in its judgment, to confirm the Recipient’s eligibility and for tax reporting or other purposes. If the Recipient fails to satisfy these conditions within two (2) days of the notice that such person has been selected, that Entrant will not be eligible for the Reward, and an alternate Entrant will be selected, as described in “Entrant Selection and Notification” clause below. **VOID WHERE PROHIBITED.**

2. **Acceptance of Rules**. By entering the Giveaway, Entrant: (a) agrees to be bound by these Official Rules and by the interpretation of these Official Rules by Crypto.com and by the decisions of Crypto.com, which are final and binding in all respects; (b) acknowledges compliance with these Official Rules; and (c) agrees to comply with any and all applicable federal, state and local laws, rules and regulations. Winning the Reward (defined below) is contingent upon fulfilling all requirements set forth in these Official Rules. **GIVEAWAY IS VOID WHERE PROHIBITED.**

**3. Campaign Period:** The Giveaway will begin and end on the days and at the times specified by Crypto.com in the campaign details (the "Campaign Period"). Entry methods for the Giveaway will be specified by Crypto.com and all entries must be received during the Campaign Period. Entries must be submitted during the Campaign Period in order to be eligible for the Giveaway. Crypto.com shall have the sole and final decision regarding timekeeping for entry in the Giveaway. Normal time rates, if any, charged by the Entrants' Internet service or mobile provider will apply.

- a. Registration of a Crypto.com Account. To enter the giveaway, entrants must have a Crypto.com App account, or apply for a Crypto.com App account and complete the Crypto.com App registration process (including but not limited to, providing their email, phone number and identification documents) during the Campaign Period. Crypto.com shall have the sole and final decision regarding timekeeping for entry in the Giveaway. Normal time rates, if any, charged by the Entrants' Internet service or mobile provider will apply.
- b. Complete and Truthful Entries. When submitting an entry, Entrant is required to provide complete and truthful information. Any trades that are executed through bad trading practices in Crypto.com's absolute opinion, including but not limited to wash trades, false trading, self-dealing, or trades that display any attributes of market manipulation ("Disqualified Trades") will not be counted towards the transaction volume of the participant. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Giveaway at Crypto.com's sole and absolute discretion. Entries submitted by persons who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.
- c. Use of Automation for Repetitive Entries. The use of any scripts, computer programs, robotic repetitive, macro, automatic, programmed or similar automated entry methods or agents to submit entries will void all entries submitted by that person or that person's agents. Crypto.com will disqualify any entry from individuals who do not meet the eligibility requirements.
- d. Eligible Entries. All entries submitted in compliance with these Official Rules and not disqualified or void are considered "Eligible Entries." All entries are the property of Crypto.com. Image and photo entries shall not include images of any third parties or individuals outside of the Entrant and Crypto.com promotional materials. Entrant shall abide by all posting and image guidelines as set forth by any social media platform, if any, used to enter into this Giveaway. Crypto.com shall not be liable to any third parties for Entrant's violations of said social media guidelines. Photos displaying or containing profanity or that are obscene or otherwise inappropriate (as determined by Crypto.com) will be disqualified, as will entries that violate copyright laws or infringe on any third party rights. By entering, except where prohibited by law, Entrant is assigning all ownership rights and usage rights to Entrant's photo to the Giveaway Entities.
- e. Number of Entries. Only one (1) entry is permitted per person. Multiple entrants are not permitted to share the same email address. Any attempt by any person to enter the Giveaway more than one (1) time by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Crypto.com and its affiliates, and their respective officers, directors, employees, contractors and agents are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified.

**4. Method of Entry:** To enter into the Giveaway, Entrants must, in addition to meeting the eligibility

criteria, satisfy the specific campaign requirements, as specified by Crypto.com, during the Campaign Period (an “Entry”). Crypto.com will, in its sole and absolute discretion, determine the validity of each and every Entry, including but not restricted to whether the transaction in question met the requisite level of spending to qualify as an Entry and any exchange rate to be applied with regards to the Entry and Rewards. **Crypto.com’s decision and calculations shall be final and binding on the Entrant.** Entries must be submitted during the Campaign Period in order to be eligible for the Giveaway.

5. **Rewards:** The item(s) for the giveaway will be specified by Crypto.com (the “Reward”). The approximate total retail value of the Reward is as specified by Crypto.com. There is a limited number of items for the giveaway and hence the odds of receiving the item for the giveaway will depend on the number of Eligible Entries received during the Campaign Period. Odds of winning depend on the total number of Eligible Entries received during the Campaign Period.
  - a. Token Reward. Rewards comprising tokens will be issued to the Recipient’s Crypto.com App account in the token specified by Crypto.com.
  - b. Unavailability of Reward. If for any reason the Reward, or any part of the Reward, is unavailable or there is a delay in receiving the Reward or a related event is delayed, cancelled or postponed, or for any other reason, Crypto.com reserves the right to modify the Reward in its sole discretion and award a substitute Reward, or portion of the Reward, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Reward, or any portion thereof, is permitted by the Recipient.
  - c. Inability to Accept Reward. Crypto.com and the Giveaway Entities shall have no responsibility or obligation to a selected Entrant who is unable or unavailable to, or who does not for any reason, accept or utilize the Reward. In the event a selected Entrant cannot accept the Reward, an alternate Entrant will be randomly drawn from all remaining Eligible Entries.
  - d. Costs and Expenses Associated with the Reward. All costs and expenses not specifically listed above as part of the Reward are solely the Recipient’s responsibility. Recipient agrees to comply with any additional terms and conditions applicable for attending the Event.
  - e. Rewards Provided “As Is”. The Rewards are provided “as is”. Entrants acknowledge that Crypto.com and the Giveaway Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Rewards, including any implied warranty of merchantability of fitness for a particular purpose. NOTHING IN THESE OFFICIAL RULES EXCLUDES OR PURPORTS TO EXCLUDE ANY STATUTORY CONSUMER GUARANTEES PROVIDED UNDER AUSTRALIAN LAW THAT CANNOT BE EXCLUDED BY LAW. Any Giveaway. Items pictured in advertising and other Giveaway materials are for illustrative purposes only.
  - f. Recipient Responsible for Any Applicable Tax Liability Associated with the Reward. The value of the Reward may be taxable to the Recipient as income. All federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of the Reward not specifically provided for in these Official Rules are solely the Recipient’s responsibility (regardless of whether the Reward, in whole or in part, is used). The recipient of a Reward is solely responsible for their entry into any Giveaway that involves a Reward of digital assets, including stablecoins, and should ensure that they understand the federal and state tax implications of receiving digital assets as a Reward.

**6. Entrant Selection and Notification:** The potential “Recipient” or “Recipients” of the Reward in the Giveaway will be determined according to the method specified by Crypto.com in Crypto.com’s sole and exclusive discretion.

- a. Notification of Recipient. The Reward will be awarded to the authorized account holder of the email address of both the Crypto.com App account associated with the entry, selected regardless of the individual who submitted the winning entry. The authorized account holder is the person who is assigned to the Crypto.com App account on Crypto.com’s internal systems. Each potential Recipient will be notified within two (2) days of the random draw by direct message to the selected Crypto.com App account email, or such other method specified by Crypto.com, and will be required to confirm his/her email address and/or phone number.
- b. Publicity of Recipient. Additionally, Crypto.com and the Giveaway Entities reserve the right to make a public announcement, announcing the Recipient on either the Crypto.com website, through the Crypto.com App, or in any manner (including, without limitation, social media (e.g., Facebook, Instagram, Twitter)), which they deem appropriate.
- c. Failure of Recipient to Respond to Notification of Selection. If the Recipient cannot be reached after a reasonable effort has been exerted and/or fails to respond to confirm his/her email address within one (1) day (or such other time specified by Crypto.com) from when the initial notification email is sent, the Recipient forfeits the Reward, and an alternate Recipient will be selected.
- d. Alternative Recipient. If the alternate Recipient does not comply with these Official Rules or is otherwise unable to accept the Reward, the Reward is forfeited and another alternate Recipient will be selected. This Recipient selection and notification process shall be continued until a Recipient is confirmed. If the Reward or a Recipient notification is returned as undeliverable, the Reward will be forfeited and an alternate Recipient will be selected.

**7. Recipient Verification:** The Recipient may be required to prove eligibility, including, without limitation, proof of age, residence, and identity, which may include submitting a copy of his/her passport or similar government issued identification within two (2) hours after being notified of being a potential Recipient.

- a. Official Confirmation of Recipient. The Recipient (or any alternate Recipient if one must be selected) is not official and shall not be confirmed as the Recipient until he/she has provided information and completed, signed and returned all documentation required by Crypto.com, in its sole judgment.
- b. Recipient Obligations. Recipients may be required to sign and return (1) a Declaration of Compliance, Liability, and Publicity Release (except where prohibited), (2) a Waiver and Release from Liability, and (3) any other document Crypto.com determines is required, necessary or appropriate, in its judgment, to confirm the Recipient’s eligibility and for tax reporting purposes. Each of these items must be received by Crypto.com within five (5) days of the date notice or attempted notice is sent, in order to claim the Reward. If, at any time, (i) Crypto.com determines that any Recipient is not eligible to participate in the Giveaway, or (ii) a person whose name is drawn refuses to accept the selection as Recipient, or (iii) a person whose name is drawn cannot or does not complete the eligibility requirements, including without limitation a failure to sign and return the required documents described above or provide any other requested information within the required time period, or (iv) the Recipient (or any alternate Recipient) cannot be contacted, then that person will be ineligible to

receive the Reward(s) In the event that a potential Recipient is disqualified or ineligible for any reason, the potential Recipient forfeits the Reward, and all privileges otherwise due as a Recipient shall be terminated and an alternate Recipient will be chosen by the same drawing method from among all of the remaining Eligible Entries.

- c. Participation of Recipient's Guests (Event or Amenity Access). All guests in attendance with a Recipient, if applicable, must also execute all applicable documents prior to any participation or such guest(s) will not be permitted to participate.
- d. Delay of Confirmation or Announcement of Recipient. Provided that the Recipient is in compliance with the Official Rules and after having successfully proven eligibility, the Recipient will be officially confirmed as the Recipient. Crypto.com expressly reserves the right to delay the announcement of the Recipient for any reason it deems necessary. In addition, Crypto.com reserves the right to select an alternate Recipient in the event that any Recipient fails to comply with these Official Rules.

**8. Liability Release and Indemnity:** THE REWARD IS OFFERED AND PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY CRYPTO.COM OR ANY GIVEAWAY ENTITY, EITHER EXPRESS OR IMPLIED. IN NO EVENT WILL CRYPTO.COM OR ANY GIVEAWAY ENTITY BE LIABLE TO ENTRANT FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANT'S PARTICIPATION IN THE GIVEAWAY, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT CRYPTO.COM AND/OR OTHER GIVEAWAY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

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.

**9. Indemnification.** By entering the Giveaway, Entrant agrees to indemnify, defend, and hold harmless, Crypto.com and any other Giveaway Entities from any and all liability, for any claims, damages, injuries or losses of any kind, and to release all rights to bring any claim, action or proceeding arising out of, in connection with, or relating to, (i) participation in the Giveaway, (ii) without limitation, death, or property damage, arising directly or indirectly from the acceptance, possession, misuse or use of the Reward, (iii) defamation, violation of publicity rights, or invasion of privacy in connection with the Giveaway or acceptance and use of the Reward, and (iv) copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Giveaway, the Reward, or Crypto.com's advertising and marketing related to the Giveaway, Entrants or the Recipient, in all cases, including but not limited to: (a) unauthorized human intervention in the Giveaway; (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 Giveaway or the processing of entries; or (f) injury or damage to persons or property (including to any computer or mobile device systems resulting from participation in or accessing or downloading information in connection with the Giveaway), which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Giveaway or receipt or use of any Reward. Entrant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in the Giveaway, or the acceptance, receipt, or use of the Reward or any Reward component. Entrant further agrees that in any cause of action, Crypto.com and/or the Giveaway Entities' liability will be limited to the value of the Reward, and in no event shall the Giveaway Entities be liable for attorney's fees.

**10. No Assumption of Responsibility.** Crypto.com and the Giveaway Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Giveaway, or by any human, mechanical or electronic error that may occur in the processing of the entries in the Giveaway, or other errors appearing within the Official Rules or in the Giveaway related advertisements. Crypto.com and the Giveaway Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of the Giveaway, errors in processing entries, identifying the Recipient, in the announcement of the Reward and Recipient, the delivery of the Reward, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site including crypto.com, or any combination thereof, including, without limitation, any injury or damage to Entrant's or any other person's computer system/software related to or resulting from participation in, uploading any materials or downloading any materials in the Giveaway. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. Crypto.com reserves the right in its sole discretion to disqualify any person it suspects or finds (i) to have tampered with the entry process or the operation of the Giveaway; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Recipient, Crypto.com or the Giveaway Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with the Giveaway; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A RECIPIENT WILL RESULT IN SUCH RECIPIENT'S DISQUALIFICATION AS A RECIPIENT OF THE GIVEAWAY AND ALL PRIVILEGES AS A RECIPIENT WILL BE IMMEDIATELY TERMINATED.

**11. Grant of Rights.** Except where prohibited by law, by entering the Giveaway and/or winning the Reward, Entrant irrevocably consents to the use of his or her name, image, photograph, likeness, biographical information, entry, statements attributed to Entrant (if true) and any video footage related to the Reward, for all Giveaway Entities' advertising, promotional or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation and additionally consents to the Giveaway Entities putting his or her name on a Recipient's list. Please note that Crypto.com may not acknowledge or return any entries.

- a. **Intellectual Property.** By submitting an entry, Entrant agrees to Crypto.com's general terms regarding intellectual property available at [https://crypto.com/document/entity\\_australia.pdf](https://crypto.com/document/entity_australia.pdf). Specifically, Entrant represents and warrants to Crypto.com that they have the rights, authorisations, and licences to all the content they share with Crypto.com via any platform. This includes, but is not limited to, getting the owner's consent before sharing third-party content and/or not infringing (or causing Crypto.com to infringe) any third-party rights, including third-party intellectual property rights. Entrant grants to Crypto.com a perpetual, non-exclusive, transferable, sublicensable, royalty-free, worldwide license to use, copy, modify, distribute, publish, and process the content they share with Crypto.com (including their intellectual property) without any further consent, notice, and/or compensation to them or to others for any purpose. Entrant can end this licence by deleting such content and notifying Crypto.com at [contact@crypto.com](mailto:contact@crypto.com). Entrant further agrees to hold Crypto.com harmless against any liability, claims, or demands arising from the content they share with Crypto.com.

- b. Right of Publicity. By submitting an Entry, Entrant agrees to Crypto.com's use of your name, address, likeness, or Reward information for promotional purposes in any medium without additional compensation to the extent permitted by law.

**12. General Terms.** The Giveaway Entities are not responsible if the Giveaway cannot take place, or if the Reward cannot be awarded 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, or other events outside of the reasonable control of the Giveaway Entities.

- a. Right to Terminate. If, for any reason the Giveaway is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Giveaway Entities, which, in Crypto.com's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Giveaway, Crypto.com reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Giveaway or any part of the Giveaway. If the Giveaway or any part of the Giveaway is terminated or modified prior to the closing of the Campaign Period, notice will be posted on crypto.com. Crypto.com reserves the right to modify and amend these Official Rules from time to time during the Campaign Period for clarification purposes.

- b. Reservation of Rights. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, CRYPTO.COM RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- c. Severability. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules 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. Crypto.com's failure to enforce any term of these Official Rules will not constitute a waiver of that term or any other provision of these Official Rules. Entrant agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in the Giveaway- related materials, privacy policy or terms of use on a website and/or the terms and conditions of these Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Crypto.com's sole and absolute discretion.

- d. Risk: Nothing contained herein shall be construed to be financial advice. Purchasing cryptocurrencies involves a high degree of risk and there is always the possibility of loss, including the loss of all staked digital assets. Please seek professional advice before making any financial, investment, or trading decisions.

**13. Privacy:** All information submitted by Entrants and collected by Crypto.com in connection with Entrant's entry will be subject to and will be treated in a manner consistent with Crypto.com Global Marketing Privacy Notice available at: <https://crypto.com/privacy/marketing>. By participating in the Giveaway, Entrant hereby understands that Crypto.com may collect and use his or her personal



information submitted with the entry, and acknowledges that he or she has read the Crypto.com Global Marketing Privacy Notice. Among other things, the information Entrants provide may be used for sending Entrants company updates and announcements about Crypto.com and its products and/or services following the applicable requirements.

**14. Binding Arbitration:** Except where prohibited by law, Entrant agrees that: (1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE GIVEAWAY OR ANY REWARD AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) Any dispute, controversy or claim arising out of, relating to or in connection with this contract, including any questions regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the ACICA Expedited Arbitration Rules. The seat of arbitration shall be Melbourne, Australia. The language of the arbitration shall be English; (3) unless both Entrant and Crypto.com agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of class or representative proceeding; (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, attorney's 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.

**15. 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 Official Rules, or the rights and obligations of the Entrant and Crypto.com in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of Victoria, Australia without giving effect to any choice of law or conflict of laws rules.

**16. Accessibility of Official Rules and Recipients List:** The terms and conditions relating to validly submitting an entry to the Giveaway are available separately via the relevant campaign blog post. Where required by law, Crypto.com will provide the name of Recipient(s) of a Giveaway to those who request it. Requests for the list of Recipients shall be emailed to Crypto.com at [contact@crypto.com](mailto:contact@crypto.com) within twenty-eight (28) days of the end of the Campaign Period start date.

**17. Social Media:** By submitting an Entry, Entrant agrees to a complete release of Facebook®, Instagram®, Twitter®, and/or You Tube®, and/or any other social media platform used to promote or enter into this Giveaway and acknowledges that the Giveaway is in no way sponsored, endorsed, administered by, or associated with Facebook®, Instagram®, Twitter®, YouTube®, and/or any other social media platform. Further, Entrant agrees to abide by any and all, if any, requirements imposed by any social media platform used to promote or enter into the Giveaway.

**18. No Financial Advice.** Nothing contained herein shall be construed to be financial advice. Purchasing cryptocurrencies involves a high degree of risk and there is always the possibility of loss, including the loss of all staked digital assets. Please seek professional advice before making any financial, investment, or trading decisions.

**19. Entire Agreement.** These Official Rules constitute the entire agreement between Crypto.com and Entrant.