

Crypto.com Arena Opening Night Commemorative NFT Terms and Conditions

How to Enter

- Scan the QR code or visit opening-night.crypto.com
- Enter your email address on the official landing page
- Sign up for Crypto.com NFT using the same email address
- Complete the Crypto.com NFT account verification
 - Verify by adding a mobile phone number or linking to a Crypto.com App account

Submission Rules

- Entrants must enter with the giveaway with the same email address associated to their Crypto.com NFT account
- Entry submission ends 12/25/21 at 11:59 PM PST
- Entrants must set up and verify their Crypto.com/NFT account with the email they provided before 1/1/2022 11:59 PM PST in order to receive the reward.
 - Verify by adding a mobile phone number or linking to a Crypto.com App account

Notes

- First come first served, rewards are limited to 50,000
- By accepting the prize, winners agree to the Privacy Notice of Crypto.com, which is published at crypto.com/en/privacy/global.html or otherwise provided to you within the Crypto.com App
- In the event of any dispute, Crypto.com reserves the right to make all final decisions regarding the campaign

OFFICIAL RULES FOR SWEEPSTAKES

Crypto.com will conduct the sweepstakes (the “Sweepstakes”) substantially as described in these rules. By entering or participating, each entrant or participant (“Entrant”) agrees to these official rules (the “Official Rules”) and the decisions of Crypto.com, which are final and binding in all respects.

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

1. Eligibility: Unless otherwise specified, the Sweepstakes is open only to persons (i) 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 Sweepstakes Period (defined below); and (iii) who have a Crypto.com App account. **VOID WHERE PROHIBITED.** 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 Sweepstakes (collectively, the “Sweepstakes Entities”) are not eligible to enter.

2. How To Enter: The Sweepstakes will begin and end at the times specified by Crypto.com (the “Sweepstakes Period”). Entry methods for the Sweepstakes will be specified by Crypto.com and all entries must be received during the Sweepstakes Period. Crypto.com’s computer is the official timekeeping device for entry in the Sweepstakes. Normal time rates, if any, charged by the Entrants’ Internet service or mobile provider will apply.

When submitting an entry, Entrant is required to provide complete and truthful information. 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 Sweepstakes 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. 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. 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.

By entering the Sweepstakes, 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 Prize (defined below) is contingent upon fulfilling all requirements set forth in these Official Rules.

3. Prize: The prize(s) of the Sweepstakes will be specified by Crypto.com (the “Prize”). The total approximate total retail value of the Prize(s) is as specified by Crypto.com. From time to time during the Sweepstakes, Crypto.com may in its sole discretion award bonus Prizes to Entrants.

If for any reason the Prizes, or any part of a Prize, is unavailable or a Prize or related event is delayed, cancelled or postponed, or for any other reason, Crypto.com reserves the right to modify the Sweepstakes in its sole discretion and award a substitute prize, or portion of prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by the Winner. Crypto.com and the Sweepstakes Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize a Prize. In the event a potential Winner cannot accept the Prize, an alternate Winner will be randomly drawn from all remaining Eligible Entries. All costs and expenses not specifically listed above as part of the Prize are solely Winner’s responsibility. Winner agrees to comply with any additional terms and conditions applicable for attending the Event. The Prizes are provided “as is”. Entrants acknowledge that Crypto.com and the Sweepstakes 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 Prizes, including any implied warranty of merchantability of fitness for a particular

purpose. Any prizes pictured in advertising and other Sweepstakes materials are for illustrative purposes only.

The value of the Prize may be taxable to the Winner as income. All federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of the Prize not specifically provided for in these Official Rules are solely the Winner's responsibility (regardless of whether the Prize, in whole or in part, is used).

4. Winner Selection and Notification: The "Winner" of the Sweepstakes will be determined according to the method specified by Crypto.com in Crypto.com's sole and exclusive discretion.

The Prize will be awarded to the authorized account holder of the email address submitted with the entry regardless of the individual who submitted the winning entry. The authorized account holder is the person who is assigned to the e-mail address by an Internet service provider or other organization that is responsible for assigning e-mail addresses or the domain names associated with e-mail addresses. The Winner will be notified within seven (7) days (or such other time specified by Crypto.com) following the earlier of the selection of the Winner or the end of the Sweepstakes Period by email (at the email address provided with the entry), by phone (at the phone number provided with the entry), or such other method specified by Crypto.com, and will be required to confirm his/her email address and/or phone number.

Additionally, Crypto.com and the Sweepstakes Entities reserve the right to make a public announcement, announcing the Winner on either the Crypto.com website, through the Crypto.com App, or in any manner (including, without limitation, social media (e.g., Facebook, Twitter)), which they deem appropriate. If the Winner 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 Winner forfeits the Prize, and an alternate Winner will be selected. If the alternate Winner does not comply with these Official Rules or is otherwise unable to accept the Prize, the Prize is forfeited and another alternate Winner will be selected. This Winner selection and notification process shall be continued until a Winner is confirmed. If the Prize or a winner notification is returned as undeliverable, the Prize will be forfeited and an alternate Winner will be selected.

5. Winner Verification: The Winner 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 Winner.

The Winner (or any alternate Winner if one must be selected) is not official and shall not be confirmed as the Winner until he/she has completed, signed and returned documentation required by Crypto.com. If the Winner (or any alternate Winner) does not complete all forms necessary within the time given and/or in the event of non-compliance by the Winner (or alternate Winner), such Winner (or alternate Winner) shall be disqualified and shall forfeit the prize, and all privileges otherwise due as a Winner shall be terminated and an alternate Winner will be chosen from among all of the remaining Eligible Entries. All guests in attendance with a Winner must also execute all applicable documents prior to any participation or such guest(s) will not be permitted to participate.

Provided that the Winner is in compliance with the Official Rules and after having successfully proven eligibility, the Winner will be officially confirmed as the Winner. Crypto.com expressly reserves the right to delay the announcement of the Winner for any reason it deems necessary. In addition, Crypto.com reserves the right to select an alternate Winner in the event that any Winner fails to comply with these Official Rules.

6. Liability Release and Indemnity: THE PRIZE IS OFFERED AND PROVIDED “AS IS” WITH NO WARRANTY OR GUARANTEE BY CRYPTO.COM OR ANY SWEEPSTAKES ENTITY, EITHER EXPRESS OR IMPLIED. IN NO EVENT WILL CRYPTO.COM OR ANY SWEEPSTAKES 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 SWEEPSTAKES, 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 SWEEPSTAKES 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.

By entering the Sweepstakes, Entrant agrees to indemnify, defend, and hold harmless, Crypto.com and any other Sweepstakes 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 Sweepstakes, (ii) without limitation, death, or property damage, arising directly or indirectly from the acceptance, possession, misuse or use of the Prize, (iii) defamation, violation of publicity rights, or invasion of privacy in connection with the Sweepstakes or acceptance and use of the Prize, and (iv) copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Sweepstakes, the Prize, or Crypto.com’s advertising and marketing related to the Sweepstakes, Entrants or the Winner, in all cases, including but not limited to: (a) unauthorized human intervention in the Sweepstakes; (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 Sweepstakes 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 Sweepstakes), which may be caused, directly or indirectly, in whole or in part, from Entrant’s participation in the Sweepstakes or receipt or use of any prize. Entrant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in the Sweepstakes, or the acceptance, receipt, or use of the Prize or any Prize component. Entrant further agrees that in any cause of action, Crypto.com and/or the Sweepstakes Entities’ liability will be limited to the value of the Prize, and in no event shall the Sweepstakes Entities be liable for attorney’s fees.

Crypto.com and the Sweepstakes 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 Sweepstakes, or by any human, mechanical or

electronic error that may occur in the processing of the entries in the Sweepstakes, or other errors appearing within the Official Rules or in the Sweepstakes related advertisements. Crypto.com and the Sweepstakes Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of the Sweepstakes, errors in processing entries, identifying the Winner, in the announcement of the Prize and Winner, the delivery of the Prize, 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 Sweepstakes. 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 Sweepstakes; (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 Winner, Crypto.com or the Sweepstakes Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with the Sweepstakes; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

7. Grant of Rights. Except where prohibited by law, by entering the Sweepstakes and/or winning the Prize, 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 Prize, for all Sweepstakes 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 Sweepstakes Entities putting his or her name on a winner's list. Please note that Crypto.com may not acknowledge or return any entries.

8. General Terms. The Sweepstakes Entities are not responsible if the Sweepstakes cannot take place, or if the Prize 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 Sweepstakes Entities. If, for any reason the Sweepstakes 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 Sweepstakes Entities, which, in Crypto.com's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Crypto.com reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes or any part of the Sweepstakes. If the Sweepstakes or any part of the Sweepstakes is terminated or modified prior to the closing of the Sweepstakes 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 Sweepstakes Period for clarification purposes.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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.

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 Sweepstakes-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.

9. 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's Privacy Notice available at: <https://crypto.com/en/privacy/global.html>. By participating in the Sweepstakes, Entrant hereby agrees that Crypto.com may collect and use his or her personal information submitted with the entry, and acknowledges that he or she has read and accepted the Crypto.com 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.

10. Binding Arbitration: Except where prohibited by law, Entrant agrees that: (1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SWEEPSTAKES OR ANY 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 Sweepstakes or any prize awarded shall be resolved by binding arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the HKIAC Administered Arbitration Rules (the "HKIAC Rules") then in effect; (3) any arbitration shall be heard by one arbitrator to be selected in accordance with the HKIAC Rules, in Hong Kong and the arbitration proceedings shall be conducted in English; (4) 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; (5) judgment upon any award rendered may be entered in any court having jurisdiction thereof; and (6) 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.

11. 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of Hong Kong without giving effect to any choice of law or conflict of laws rules.

12. Accessibility of Official Rules and Winners List: A copy of the Official Rules is available via https://crypto.com/document/opening_night_nft. Where required by law, Crypto.com will provide the name of Winner(s) of a Sweepstakes to those who request it. Requests for the list of winners shall be emailed to Crypto.com at contact@crypto.com within three (3) months of the end of the Sweepstakes Period.

13. Sponsored and Administered by: Sweepstakes subject to these Official Rules are sponsored and administered by Crypto.com.