

## PENDLE APP GIVEAWAY CAMPAIGN

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

- 1) Hold at least a “Sophomore Trader” badge in the Crypto.com App by the end of the Entry Period; and
- 2) Trade (buy or sell) at least US\$20 worth of PENDLE in the Crypto.com App

during the Entry Period (an “**Entry**”). The Entry Period begins on 12 July 2023, at 07:00 UTC and ends on 26 July 2023, at 00:00 UTC.

The Giveaway Item is as listed below:

- US\$10 worth of PENDLE

Odds of winning depend on the number of Eligible Entries received during the Entry Period. One thousand (1,000) unique selected entrants will be awarded a Giveaway Item in this campaign.

## OFFICIAL RULES FOR GIVEAWAY

- Users residing in the United States shall consult the [US-Specific Official Rules for Sweepstakes](#).
- Users residing in Australia shall consult the [Australian-Specific Official Rules for Giveaway](#).

Crypto.com will conduct the Giveaway (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 GIVEAWAY ITEM. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ODDS OF BEING SELECTED WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.**

**Sponsored and Administered by:** The Giveaway subject to these Official Rules is sponsored and administered by the Crypto.com entity offering the Crypto.com App in your jurisdiction.

### 1. Eligibility:

- General Eligibility: Unless otherwise specified, the Giveaway is open only to persons (i) who are eighteen (18) years of age or older at the time of entry; (ii) who are not residents of Argentina, Austria, Belgium, Brazil, Canada, Finland, Germany, Hong Kong, Ireland, Israel, Italy, Japan, Kazakhstan, Malta, Mexico, the Netherlands, Norway, Singapore, Spain, Sweden, Switzerland, Turkey or the United Kingdom; and (iii) who have an active e-mail account and Internet access prior to the beginning of the Entry Period (defined below). **VOID WHERE PROHIBITED.**
- 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 fulfilment of the Giveaway (collectively, the “Giveaway Entities”) are not eligible to enter.
- Additional Eligibility Requirements. Prior to being eligible to receive any Giveaway Item, a Selected Entrant (as defined below) must provide Crypto.com with any information or certifications needed by Crypto.com, in its judgment. Without limiting the foregoing, a Selected Entrant 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 Selected Entrant’s eligibility and for tax reporting or other purposes. If the Selected Entrant fails to satisfy these conditions within five (5) days of the notice that such person has been selected, that Entrant will not be eligible for the Giveaway Item, and an alternate Entrant will be selected, as described in “Entrant Selection and Notification” clause below. **VOID WHERE PROHIBITED.**

**2. No Purchase Necessary.** No purchase or payment of any kind is necessary to enter or participate in this Giveaway.

**3. 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 Giveaway Item (defined below) is contingent upon fulfilling all requirements set forth in these Official Rules. **GIVEAWAY IS VOID WHERE PROHIBITED.**

**4. Entry Period:** The Giveaway will begin and end at the times specified by Crypto.com (the “Entry Period”). The Entry Period will start on 12 July 2023, at 07:00 UTC and ends on 26 July 2023, at 00:00 UTC. Entry methods for the Giveaway will be specified by Crypto.com and all entries must be received during the Entry Period. Entries must be submitted during the Entry 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. Complete and Truthful Entries. 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 Giveaway at Crypto.com’s sole and absolute discretion. 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 submitted by persons who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.
- b. 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.
- c. 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.
- d. Number of Entries. 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.

**5. Method of Entry:** Entry methods for the Giveaway will be specified by Crypto.com, and all entries must be received during the Entry Period. Entries must be submitted during the Entry Period in order to be eligible for the Giveaway.

a. To enter into the Giveaway, Entrants must, in Entrants must, in addition to meeting the eligibility criteria, satisfy the following requirements:

- 1) Hold at least a “Sophomore Trader” badge in the Crypto.com App by the end of the Entry Period; and
- 2) Trade (buy or sell) at least US\$20 worth of PENDLE in the Crypto.com App

during the Entry 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 the exchange rate of USD/PENDLE to be applied upon the awarding of the Giveaway Item. **Crypto.com’s decision and calculations shall be final and binding on the Entrant.**

b. Alternative Method of Entry. In addition to any other method specified by Crypto.com to submit an Eligible Entry, Entrants may submit an entry by mail (“Mail-in Entry”). On a plain 3” x 5” card, Entrants must legibly handprint or type the Giveaway name, their name, complete address, city, state, zip code, business or home phone numbers (including area code), and email address. Then, Entrants must mail the 3” x 5” card in a postage-affixed sealed envelope to: **PENDLE App Giveaway, Foris DAX Global Limited c/o Foris DAX, Inc., Sabadell Financial Center Building, 1111 Brickell Avenue, Suite 2725, Miami, FL 33131.** Mail-in entries must be postmarked and received by the specified campaign end date and time. No mechanically or programmatically reproduced entries are permitted. Each envelope is considered one entry. All entries submitted become the sole property of Crypto.com and will not be returned. Crypto.com is not responsible for lost, late, misdirected, illegible, or damaged mailed entries.

Entries must be submitted during the Entry Period in order to be eligible for the Giveaway.

**6. Giveaway Items:** The item(s) for the giveaway will be specified by Crypto.com (the “Giveaway Item”). The total approximate total retail value of the Giveaway Item 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 Entry Period. In total, one Entrant will be selected for Giveaway Items (“Selected Entrant”). Entrants will include participants from the United States and Australia.

- a. Token Giveaway Item. The Giveaway Item will be issued to the Selected Entrant’s Crypto.com App account in PENDLE.
- b. Unavailability of Giveaway Item. If for any reason the Giveaway Item, or any part of the Giveaway Item, is unavailable or there is a delay in receiving the Giveaway Item or a related event is delayed,

cancelled or postponed, or for any other reason, Crypto.com reserves the right to modify the Giveaway Item in its sole discretion and award a substitute Giveaway Item, or portion of the Giveaway Item, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Giveaway Item, or any portion thereof, is permitted by the Selected Entrant, except that, a valid and successful Mail-in Entry may receive a cash equivalent for the Giveaway Item, which in any case shall not exceed US\$10.

- c. Inability to Accept Giveaway Item. 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 Giveaway Item. In the event a selected Entrant cannot accept the Giveaway Item, an alternate Entrant will be selected from all remaining Eligible Entries.
- d. Costs and Expenses Associated with the Giveaway Item. All costs and expenses not specifically listed above as part of the Giveaway Item are solely the Selected Entrant's responsibility. Selected Entrant agrees to comply with any additional terms and conditions applicable for attending the Event.
- e. Giveaway Items Provided "As Is". The Giveaway Items 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 Giveaway Items, including any implied warranty of merchantability of fitness for a particular purpose. Any Giveaway Items pictured in advertising and other Giveaway materials are for illustrative purposes only.
- f. Selected Entrant Responsible for Any Applicable Tax Liability Associated with the Giveaway Item. The value of the Giveaway Item may be taxable to the Selected Entrant as income. All federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of the Giveaway Item not specifically provided for in these Official Rules are solely the Selected Entrant's responsibility (regardless of whether the Giveaway Item, in whole or in part, is used). The recipient of a Giveaway Item is solely responsible for their entry into any Giveaway that involves a Giveaway Item of digital assets, including stablecoins, and should ensure that they understand the federal and state tax implications of receiving digital assets as a Giveaway Item.

**7. Entrant Selection and Notification:** The potential "Selected Entrant" or "Selected Entrants" of the Giveaway Item in the Giveaway will be determined according to the method specified by Crypto.com in Crypto.com's sole and exclusive discretion.

- a. Number of Entrants to be Selected: A total of one thousand (1,000) unique Selected Entrants will be determined according to the method specified by Crypto.com in Crypto.com's sole and exclusive discretion.
- b. Notification of Selected Entrant. The Giveaway Item 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 Selected Entrant will be notified, within thirty (30) days (or such other time specified by Crypto.com) of the end of the Entry 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 their email address and/or phone number. Transfer of the Giveaway Item will be to the Selected Entrant's Crypto.com App account made within thirty (30) days of receipt by Crypto.com of the information and documents requested by Crypto.com.

- c. Publicity of Selected Entrant. Additionally, Crypto.com and the Giveaway Entities reserve the right to make a public announcement, announcing the Selected Entrant 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®, Youtube®)), which they deem appropriate.
- d. Failure of Selected Entrant to Respond to Notification of Selection. If the Selected Entrant cannot be reached after a reasonable effort has been exerted and/or fails to respond to confirm their email address within one (1) day (or such other time specified by Crypto.com) from when the initial notification email is sent, the Selected Entrant forfeits the Giveaway Item, and an alternate Selected Entrant will be selected.
- e. Alternative Selected Entrant. If the alternate Selected Entrant does not comply with these Official Rules or is otherwise unable to accept the Giveaway Item, the Giveaway Item is forfeited and another alternate Selected Entrant will be selected. This Selected Entrant selection and notification process shall be continued until a Selected Entrant is confirmed. If the Giveaway Item or a Selected Entrant notification is returned as undeliverable, the Giveaway Item will be forfeited and an alternate Selected Entrant will be selected.

**8. Selected Entrant Verification:** The Selected Entrant 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 Selected Entrant.

- a. Official Confirmation of Selected Entrant. The Selected Entrant (or any alternate Selected Entrant if one must be selected) is not official and shall not be confirmed as the Selected Entrant until he/she has provided information and completed, signed and returned all documentation required by Crypto.com, in its sole judgment.
- b. Selected Entrant Obligations. Selected Entrants 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 Selected Entrant'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 Giveaway Item. If, at any time, (i) Crypto.com determines that any Selected Entrant is not eligible to participate in the Giveaway, or (ii) a person whose name is drawn refuses to accept the selection as Selected Entrant, 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 Selected Entrant (or any alternate Selected Entrant) cannot be contacted, then that person will be ineligible to receive the Giveaway Item(s). In the event that a potential Selected Entrant is disqualified or ineligible for

any reason, the potential Selected Entrant forfeits the Giveaway Item, and all privileges otherwise due as a Selected Entrant shall be terminated and an alternate Selected Entrant will be chosen by the same drawing method from among all of the remaining Eligible Entries.

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

**9. LIMITATION OF LIABILITY:** THE GIVEAWAY ITEM 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.

**10. 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 Giveaway Item, (iii) defamation, violation of publicity rights, or invasion of privacy in connection with the Giveaway or acceptance and use of the Giveaway Item, and (iv) copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Giveaway, the Giveaway Item, or Crypto.com’s advertising and marketing related to the Giveaway, Entrants or the Selected Entrant, 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 Giveaway Item. 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 Giveaway Item or any Giveaway Item 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 Giveaway Item, and in no event shall the Giveaway Entities be liable for attorney’s fees.

**11. 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 Selected Entrant, in the announcement of the Giveaway Item and Selected Entrant, the delivery of the Giveaway Item, 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 Selected Entrant, 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 SELECTED ENTRANT WILL RESULT IN SUCH SELECTED ENTRANT'S DISQUALIFICATION AS A SELECTED ENTRANT OF THE GIVEAWAY AND ALL PRIVILEGES AS A SELECTED ENTRANT WILL BE IMMEDIATELY TERMINATED.

**12. Grant of Rights.** Except where prohibited by law, by entering the Giveaway and/or winning the Giveaway Item, 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 Giveaway Item, 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 Selected Entrant'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/mco\\_services](https://crypto.com/document/mco_services). 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 Giveaway Item information for promotional purposes in any medium without additional compensation to the extent permitted by law.

**13. General Terms; Force Majeure.** The Giveaway Entities are not responsible if the Giveaway cannot take place, or if the Giveaway Item 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 Entry 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 Entry 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.

**14. 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 acknowledges that Entrant has read the Crypto.com Global Marketing Privacy Notice and that Crypto.com collects and uses Entrants' personal information submitted in the entry for the purpose of carrying out the Giveaways. 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.

**15. 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 GIVEAWAY ITEM AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non- contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in 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.

**16. 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 Florida without giving effect to any choice of law or conflict of laws rules.

**17. Accessibility of Official Rules and Selected Entrants 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 Selected Entrant(s) of a Giveaway to those who request it. Requests for the list of Selected Entrants shall be emailed to Crypto.com at [contact@crypto.com](mailto:contact@crypto.com) within fourteen (14) days of the end of the Entry Period start date.

**18. 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.

**19. 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.

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