

US Specific Official Rules for the Stack by Step Summer Offer
OFFICIAL RULES FOR SUMMER OFFER

The relevant Crypto.com App entity that provides you the Crypto.com App services (“Crypto.com”) will conduct the offer (the “Offer”) 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 Offer. Receiving any Reward is contingent upon fulfilling all requirements set forth herein.

OFFER VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.

PLEASE READ THESE RULES FULLY AND CAREFULLY. THESE RULES CONTAIN A BINDING ARBITRATION PROVISION AND A WAIVER OF YOUR RIGHTS TO CLASS OR REPRESENTATIVE ACTIONS.

By entering the Offer, 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.

Sponsored and Administered by: The “Sponsor” of this Offer is Foris Dax, Inc. dba Crypto.com, 1111 Brickell Avenue, Suite 2725, Miami, FL 33131, which administers all aspects of this Offer.

1. Eligibility:

- a. General Eligibility. This Offer is open only to (i) legal residents of the United States (excluding residents of New York or any United States Territory); (ii) those who are eighteen (18) years of age (or age of majority in your state of residence) or older at the time of entry; and (iii) those who have an active email account and internet access prior to the beginning of the Entry Period (defined below).
- b. Individuals Excluded From Entry: Employees, officers, and directors 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 Offer (collectively, the “Offer Entities”), and the immediate family members or individuals living in the same household of such employees, officers, and directors, are not eligible to enter the Offer or win any Reward. For purposes of these eligibility rules, “immediate family members” means spouse, children, parents, parents of spouse, siblings, and spouse’s siblings.
- c. Additional Eligibility Requirements. This Offer is only open to New and Existing users that have not completed KYC or their first transaction prior to the Campaign Start Date.

2. No Purchase Necessary. No purchase or payment of any kind is necessary to enter or win this Offer.

- 3. Acceptance of Rules:** By entering the Offer, 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. **VOID WHERE PROHIBITED.**
- 4. Campaign Period:** The Offer will begin and end at the times specified by Crypto.com (the “Campaign Period”). The Campaign Start Date is August 22, 2022, 13:00 UTC and ends September 22, 2022, 00:00 UTC. Entries must be submitted during the Campaign Period in order to be eligible for the Offer. Crypto.com shall have the sole and final decision regarding timekeeping for entry in the Offer. Normal time rates, if any, charged by the Entrant’s 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 Offer 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.
 - 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.
- 5. Offer Reward Tiers:** Entry methods for the Offer 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 Offer.

 - a. Tier 1: Complete KYC verification and receive approval during the Campaign Period.
 - b. Tier 2: Complete first Qualifying Transaction during the Campaign Period. Qualifying Transaction as stated herein shall mean a the first purchase of at least \$25 USD worth of any crypto currency made on the Account.
 - c. Tier 3: Set up and complete a Qualifying Recurring Buy. Qualifying Recurring Buy as stated herein shall mean a transaction or series of transactions, any combination of which shall equal at least \$1,000 USD worth of crypto currency by the end of the Campaign Period and held for a period of at least 30 days after the Campaign Period ends.
- 6. Reward and Odds of Winning:** The Reward(s) of the Offer will be specified by Crypto.com (the “Reward”). The total approximate total retail value of the Reward(s) is as specified by Crypto.com.

 - a. Unavailability of Reward. If for any reason the Reward(s), or any part of a Reward, is unavailable or a Reward or related event is delayed, canceled, or postponed, or for any other reason, Crypto.com reserves the right to modify the Offer in its sole discretion and award a substitute Reward, or portion of 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 Winner.

- b. Inability to Accept Reward. Crypto.com and the Offer 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 Reward. In the event a potential Winner cannot accept the Reward, an alternate Winner will be randomly drawn from all remaining Eligible Entries.
 - c. Costs and Expenses Associated with Reward. All costs and expenses not specifically listed above as part of the Reward are solely the Winner's responsibility. Winner agrees to comply with any additional Terms and Conditions applicable for attending the Event.
 - d. Reward(s) Provided "As-Is". The Reward(s) are provided "as-is." Entrants acknowledge that Crypto.com and the Offer 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 Reward(s), including any implied warranty of merchantability of fitness for a particular purpose. Any Reward(s) pictured in advertising and other Offer materials are for illustrative purposes only.
 - e. Winner Responsible for Any Applicable Tax Liability Associated With Reward(s). The value of the Reward(s) 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 Reward(s) not specifically provided for in these Official Rules are solely the Winner's responsibility (regardless of whether the Reward(s) in whole or in part, is used). Winner is solely responsible for its entry into any Offer that involves a Reward of the Crypto.com Coin (CRO) cryptocurrency and should ensure that they understand the federal and state tax implications of receiving cryptocurrency as a Reward.
- 7. LIMITATION OF LIABILITY:** By entering this Offer, Entrant waives all rights to, and holds Crypto.com or the Offer Entity harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this Offer or the acceptance, use, or misuse of any Reward. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Crypto.com or Offer Entity will not be responsible for: late, incomplete, or incorrect entries; an Entrant's failure to receive Reward notices due to Entrant's spam, junk email, or other security settings, or for Entrant's provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this Offer; by any human error which may occur in the processing of the entries in this Offer; or any typographical, technological, or other error in the publishing of the offer, administration of the Offer, or announcement of the Reward(s). THE REWARD IS OFFERED AND PROVIDED "AS-IS" WITH NO WARRANTY OR GUARANTEE BY CRYPTO.COM OR ANY OFFER ENTITY, EITHER EXPRESS OR IMPLIED. IN NO EVENT WILL CRYPTO.COM OR ANY OFFER 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 OFFER, 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 OFFER ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

- 8. Indemnification.** By entering the Offer, Entrant agrees to indemnify, defend, and hold harmless Crypto.com and any other Offer 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 Offer; (ii) without limitation, death, or property damage, arising directly or indirectly from the acceptance, possession, misuse, or use of the Reward(s) (iii) defamation, violation of publicity rights, or invasion of privacy in connection with the Offer or acceptance and use of the Reward(s); and (iv) copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Offer, the Reward(s), or Crypto.com's advertising and marketing related to the Offer, Entrants, or the Winner, in all cases, including but not limited to: (a) unauthorized human intervention in the Offer; (b) technical errors related to computers, servers, providers, telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Offer 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 Offer), which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Offer or receipt or use of any Reward(s). Entrant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in the Offer, or the acceptance, receipt, or use of the Reward(s) or any Reward component. Entrant further agrees that in any cause of action, Crypto.com and/or the Offer Entities' liability will be limited to the value of the Reward(s), and in no event shall the Offer Entities be liable for attorney's fees.
- 9. No Assumption of Responsibility.** Crypto.com and the Offer 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 Offer, or by any human, mechanical, or electronic error that may occur in the processing of the entries in the Offer, or other errors appearing within the Official Rules or in the Offer-related advertisements. Crypto.com and the Offer Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of the Offer, errors in processing entries, identifying the Winner, in the announcement of the Reward(s) and Winner(s), the delivery of the Reward(s), any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any email or players on account of technical problems or traffic congestion on the Internet or on any website 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 Offer. 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 Offer; (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 Offer Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with the Offer; 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 OFFER AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

10. Grant of Rights. Except where prohibited by law, by entering the Offer 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 Offer 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 Offer Entities putting their name on a Winner'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, specifically, Entrant represents and warrants to us that they have the rights, authorizations, and licenses 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 license by deleting such content and notifying Crypto.com at 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 their name, address, likeness, or Reward information for promotional purposes in any medium without additional compensation to the extent permitted by law.

11. General Terms; Force Majeure. The Offer Entities are not responsible if the Offer cannot take place, or if the Reward(s) cannot be awarded due to delays, interruptions, or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, global pandemic, local epidemics, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of the Offer Entities.

- a. Right to Terminate. If, for any reason, the Offer 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 Offer Entities, which, in Crypto.com's sole determination, corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Offer, Crypto.com reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Offer or any part of the Offer. If the Offer or any part of the Offer is terminated or modified prior to the closing of the Offer 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 Offer Period for clarification purposes.
- b. Reservation of Rights. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE OFFER 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 Offer-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.

12. Privacy. All Personal Information submitted by Entrant 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: [U.S. Privacy Notice | Crypto.com](#). By participating in the Offer, Entrant hereby agrees that Crypto.com may collect and use their personal information submitted with the entry, and acknowledges that they have read and accepted the Crypto.com Privacy Notice. Among other things, the information Entrant provides may be used for sending Entrant company updates and announcements about Crypto.com and its products and/or services.

- a. **Children's Online Privacy Protection Act.** Crypto.com's Offer are not intended for general audiences and are not directed to children under the age of 18. We do not knowingly collect Personal Information from children under the age of 18 through our Offer. If you become aware that a child has provided us with Personal Information without parental consent, please contact us at contact@crypto.com. If we become aware that a child under the age of 18 has provided us with Personal Information without parental consent, Crypto.com takes steps to remove such information.
- b. **California Consumer Privacy Act.** Crypto.com complies with the California Consumer Privacy Act (CCPA) and is required to provide certain information to individuals about how Crypto.com collects, uses, and shares Entrant's Personal Information, and about the rights and choices that Entrant may have concerning their Personal Information. For further information regarding Entrant's rights, please review Crypto.com's Privacy Notice, available at [Global Privacy Notice | Crypto.com](#).

13. Class Waiver. Except where prohibited by law, Entrant agrees that: ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THE OFFER OR ANY REWARD(S) AWARDED IS UNIQUE TO THE ENTRANT AND SHALL BE RESOLVED INDIVIDUALLY AND WITHOUT RESORT TO ANY FORM OF CLASS OR REPRESENTATIVE ACTION INCLUDING MASS ARBITRATION.

14. Dispute Resolution; Binding Arbitration. Except where prohibited by law, Entrant agrees that: (1) **ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THE OFFER OR ANY REWARD AWARDED SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION**, and the arbitrator shall be selected from a list of arbitrators provided by the American Arbitration Association following a request by the party seeking arbitration for a list of five (5) retired or former jurists with substantial professional experience in employment matters. The arbitration shall be conducted in the State of Florida under the procedures

applicable to arbitrations in the State of Florida. The arbitrator's authority and jurisdiction shall be limited to determining the dispute in arbitration in conformity with law, to the same extent as if such dispute were determined as to liability and any remedy by a court without a jury. The arbitrator shall render an award which shall include a written statement of opinion setting forth the arbitrator's findings of fact and conclusions of law, and the arbitration proceedings shall be conducted in English; 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; judgment upon any award rendered may be entered in any court having jurisdiction thereof; and 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 Offer, shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of laws rules.

16. Accessibility of Official Rules: A copy of these Official Rules is available via the relevant campaign blog post.

a. Requests for Official Rules. For a copy of the Official Rules, you can:

Send a self-addressed, stamped envelope, postmarked to Foris Dax, Inc., 1111 Brickell Avenue, Suite 2725, Miami, FL 33131, Attn: Crypto.com Legal; and write the name of the Offer on the lower left-hand corner of the envelope.

17. Social Media: By submitting an entry, Entrant agrees to a complete release of Facebook®, Instagram®, Twitter®, YouTube®, and/or any other social media platform used to promote or enter into the Offer and acknowledges that the Offer 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 Offer.

18. Entire Agreement. These Official Rules constitute the entire agreement between the Sponsor and Entrant.