

OFFICIAL RULES – NXWORRIES MERCHANDISE GIVEAWAY

1. **HOW TO ENTER:** No purchase or payment is required to enter the NxWorries Merchandise Giveaway (the “**Promotion**”). Any purchase or payment will not increase your chance of winning the Promotion. The Promotion begins on June 14, 2024 and ends on July 19, 2024 (the “**Promotion Period**”). Throughout the Promotion Period, you must follow the steps outlined in Section 1(a)-(c) below. Online entry to this Promotion by Blockchain Game Partners, Inc. d/b/a “Gala Music” (“**Sponsor**”) is the only method of entry and limited to one (1) Gala account. All referenced links throughout the Official Rules are embedded directly in the accompanying text. Incomplete, false or deceptive entries are void. The Participants (defined below) will be picked and announced via email per the timetable in Section 3. Sponsor’s computer will serve as the official time keeping device for this Promotion.
 - a. All Participants may receive notification of the NxWorries Merchandise Giveaway via the Gala Music website, Gala Music official social media pages and/or via email during the Promotion Period.
 - b. All Participants must currently have a Gala account or sign up for a Gala account to be eligible.
 - c. All Participants must have received One (1) Entry Ticket for this NxWorries Merchandise Giveaway from the NxWorries Mystery Box Giveaway.
 - d. Participants who complete the steps in Section 1(b-c) above will be entered into a random drawing to receive a NxWorries Merchandise Giveaway (each a “**Participant(s)**”).
 - e. Sixty-Seven (67) Participants will win a NxWorries Merchandise Giveaway Prize (“**Winner(s)**”).
 - f. URLs:
 - I. NxWorries Mystery Box Giveaway Landing Page - <https://music.gala.com/discover?page=mbox>
 - II. Gala Music - <https://music.gala.com/>
 - III. Gala Music Instagram - <https://www.instagram.com/gogalamusic/>
 - IV. Gala Music X (formerly known as Twitter) – <https://twitter.com/GoGalaMusic>
 - V. Gala Music TikTok- https://www.tiktok.com/@go_galamusic
 - VI. Gala Music Discord - <https://discord.gg/gogalamusic>
2. **ELIGIBILITY:** The Promotion is open to legal residents of the United States (excluding Florida and New York) and the District of Columbia who are the age of majority in their state of residence as of June 14, 2024. Employees of Sponsor and its advertising and promotional agencies, and any other entities participating in the design, marketing, administration or fulfillment of this Promotion, as well as each of their parent corporations, subsidiaries and affiliated companies (collectively with Sponsor, the “**Promotion Entities**”), and each of their immediate families and members of their households are ineligible to participate in this Promotion. Void where prohibited.
3. **PARTICIPANTS NOTIFICATION:** The potential prize winner will be selected by random drawing after compiling all eligible entrants from the Promotion Period (each an “**Entrant**” and collectively the “**Entrants**”). Sponsor, whose decision is final and binding in all respects, will contact the selected Entrant through the email provided on their Gala Music account registration (“**Notice**”) on or after July 19, 2024 (each a “**Potential Prize Winner**”). Odds of winning the Prize (defined below) depend on the number of eligible entries received from Entrants during the applicable Promotion Period. Failure of Potential Prize Winner to respond to such notification within twenty-four (24) hours will result in disqualification of Potential Prize Winner and an alternate potential winner will be selected (each an “**Alternate Potential Winner**”). Alternate Potential Winner shall be contacted via email as soon as practicable and shall also have twenty-four (24) hours to respond. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED (WHICH MAY REQUIRE ENTRANT’S EXECUTION AND RETURN OF AN AFFIDAVIT OF ELIGIBILITY AND PUBLICITY AND LIABILITY RELEASE

CONSISTENT WITH THE TERMS HEREIN AND AS DETERMINED IN COMPANY'S SOLE DISCRETION), AND ENTRANT HAS BEEN NOTIFIED VERIFICATION IS COMPLETE (the "Winner").

4. **GENERAL CONDITIONS; LICENSE:** Except where prohibited by law, by entering the Promotion or agreeing to accept or accepting the NxWorries Merchandise Giveaway, each Participant hereby irrevocably grants to Sponsor, the Promotion Entities, and each of their licensees and sublicensees, affiliates, and assigns (collectively, the "**Licensed Parties**"), an irrevocable, royalty-free and fully paid up right and license (inclusive of the right to grant further sublicenses), but not obligation, to use the Participant's name, photograph, likeness, social media handles, statements, voice, and biographical information related thereto which are submitted, provided, posted, or otherwise used in connection with the Promotion and use or enjoyment of any NxWorries Merchandise Giveaway (collectively, the "**Materials**"), throughout the universe, in perpetuity in any and all media, whether now or hereafter known or devised, for any and all purposes, including but not limited to commercial or advertising purposes, without review, credit, permission, or further compensation or consideration. Without limitation, each Participant understands and agrees that the rights granted herein include reproduction and/or exploitation of the Materials or derivatives thereto, in whole or in part, in any media throughout the world, in perpetuity and throughout the universe as may be conferred upon the Licensed Parties under all applicable laws, regulations, or directives. Participant hereby irrevocably waives all so-called "moral rights of authors" and "droit moral" rights (and any similar rights under the laws of any country of the world) in connection with the Materials and exploitation of any nature.
5. **PRIZE:** There will be sixty-seven (67) total Winners selected. One (1) winner will receive an Instagram follow from NxWorries, five (5) winners will each receive two (2) VIP Access Tickets to a NxWorries Live Experience ("**Show**"), fifty (50) winners will each receive a t-shirt, ten (10) winners will each receive a signed vinyl record, and one (1) winner will receive a signed pair of Anderson .Paak drumsticks (each a "**Prize**"). Approximate Retail Value of each Prize is: Zero and 00/100 US Dollars (\$0.00 USD) for the Instagram follow from NxWorries, three hundred and 00/100 US Dollars (\$300.00 USD) for two (2) VIP Access Tickets to a NxWorries Live Experience, thirty five and 00/100 US Dollars (\$35.00 USD) for each t-shirt; one hundred and 00/100 US Dollars (\$100.00 USD) for each signed vinyl record, and two hundred fifty and 00/100 US Dollars (\$250.00 USD) for the signed pair of Anderson .Paak drumsticks. The total estimated retail value of the Prize is: four thousand five hundred and 00/100 US Dollars (\$4,500.00 USD). Travel is not included with the Show tickets and is the sole responsibility of Winner and guest. Show tickets delivery method is at sole discretion of Sponsor, which will be either sent directly to Winner by mail, email, mobile ticketing or placed at venue Will Call the day of Show under the Winner's name. Show tickets Winners must be present to pick up Show tickets and a valid photo ID may be required if Show tickets are placed at Will Call. Winner and guest must abide by all Show/venue policies. Resale of Show tickets is prohibited. By claiming the Show tickets, you agree to policy and to abide by the health and safety measures in effect at the time of the Show, which may include, but not be limited to, wearing masks, providing proof of vaccination status and/or providing proof of negative COVID-19 status. Should the Show be cancelled, you will be notified as soon as reasonably possible. The Show tickets will be provided to Winners on or before the date of the Show. The remaining NxWorries Merchandise Prizes shall be shipped directly to Winner within ninety (90) days of the Promotion Period. **For clarity, Prize does not include travel, accommodations, or other costs or expenses, all of which each Winner is solely responsible for coordinating and paying, except as provided otherwise herein.** Limit 1 Prize per family or household. No substitution or transfer of Prize permitted by Winner. Additional restrictions may apply.
6. **TAXES:** Any applicable federal, state and local taxes and liabilities arising from this Promotion, including, without limitation, excise tax (including sales tax), and other expenses not specifically set forth herein are the sole responsibility of each Participant. Each Participant shall provide, upon Sponsor's request, all information that Sponsor may reasonably require to fulfill its obligations under any national, state, provincial, or local tax statute, regulation, or rule. Each Participant acknowledges that Sponsor will rely upon such information to prepare all relevant tax materials, if any, including the Internal Revenue Service form 1099.
7. **RELEASE:** This Promotion is subject to all applicable federal, state and local laws of the United States. By participating, Participants agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any and all right to claim ambiguity in the Promotion or these Official Rules or that Participant's publicity or similar rights were infringed upon. Participants also agree to release, discharge, indemnify and hold harmless the Licensed Parties, Instagram, Twitter, and Discord and each of their respective parent, subsidiary, or affiliated entities, and each of the foregoing's officers, directors, employees, representatives and agents (collectively, the "**Released Parties**") from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person

(including death) or property; or of any acceptance, possession, ownership, misuse of any NxWorries Merchandise Giveaway. Sponsor may rescind any Promotion found to contain such errors without liability at its sole discretion.

8. SPONSOR AND THE PROMOTION ENTITIES DO NOT MAKE ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY NXWORRIES MERCHANDISE GIVEAWAY OR, IF APPLICABLE, ANY COMPONENTS, INCLUDING, WITHOUT LIMITATION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS OR ACTS OR GOVERNMENT OR AUTHORITY
9. **LIMITATION OF LIABILITY:** The Released Parties are not responsible for: (i) lost, late, misdirected, undeliverable or incomplete entries due to system errors or failure, or faulty transmissions or other telecommunications malfunctions and/or entries; (ii) technical failures of any kinds; (iii) failures of any of the equipment or programming associated with or utilized in the Promotion; (iv) unauthorized human and/or mechanical intervention in any part of the entry process or the Promotion; (v) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (vi) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or part, from Participants participation in the Promotion or receipt or use of any NxWorries Merchandise Giveaway. If for any reason a Participants entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, Participants sole remedy is another entry in the Promotion. If for any reason this Promotion is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend all or any part of the Promotion and to select potential winners from among all eligible entries received by Sponsor up until the time of such cancellation, termination, modification or suspension, as applicable.
10. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.
11. **JURY TRIAL WAIVER:** EXPECT AS PROHIBITED BY LAW AND AS A CONDITION OF PARTICIPATING IN THIS PROMOTION, PARTICIPANT HEREBY WAIVES ANY RIGHT HE/SHE/THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PROMOTION, ANY DOCUMENT OR AGREEMENT ENTERED INTO CONNECTION HEREWITH AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.
12. **APPLICABLE LAWS AND JURISDICTION.** This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules for this Promotion shall be governed by the laws of the State of New York, without regard to any principles of conflict of laws, except that the arbitration clause herein shall be governed by the Federal Arbitration Act. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by binding arbitration by a single arbitrator in accordance with the then- current Commercial Arbitration Rules of the American Arbitration Association, in a county in New York designated by Sponsor. The arbitrator shall be an expert in the field of intellectual property law and marketing. All parties shall bear their own expenses, except that parties shall equally share the expenses of the arbitrator (except for the required non-refundable filing fees which shall be paid solely by the party asserting the related claim). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
13. **PRIVACY POLICY AND TERMS OF USE:** By entering this Promotion, you acknowledge and agree that: (i) you have opted into the terms of use and privacy policies of Sponsor, the Promotion Entities, Instagram, Twitter, and Discord, which may be updated from time to time; and (ii) by opting-in, you have read and consent to the foregoing. **Without limitation, by entering this Promotion, you are giving your permission to receive emails from Sponsor.** Each Participant further acknowledges that Participant's identifying information may be disclosed to third parties as required by law.
14. **NO ASSOCIATION:** This Promotion is in no way sponsored, endorsed or administered by or otherwise associated with any social media platform, including but not limited to Facebook, Instagram, Twitter X, and Discord.
15. **CONTACT US REGARDING NXWORRIES MERCHANDISE GIVEAWAY:** For 15 days after the Promotion Period, you may also send an email to: support@gala.com if Participants have any issues receiving the NxWorries Merchandise Giveaway.

Include "NxWorries Merchandise Giveaway" in the subject of the email. No correspondence will be entered into except as noted herein.