

OFFICIAL RULES – Gala Gives Back Spooky Box 20 Giveaway

1. **HOW TO ENTER:** No purchase or payment of any kind is necessary to enter or win this Gala Gives Back Spooky Box 20 Giveaway (the “**Promotion**”). Any purchase or payment will not increase your chance of winning the Promotion. The Promotion begins on October 28, 2024 and ends on November 11, 2024 (the “**Promotion Period**”). Throughout the Promotion Period, you must follow the steps outlined in Section 1(a)-(e) below. Online entry to this Promotion by Blockchain Game Partners, Inc. d/b/a “Gala Games” (“**Sponsor**”) is the only method of entry and limited to one (1) Gala Games 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 Gala Gives Back Spooky Box 20 via social media or emails during the Promotion Period.
- b. All Entrants must currently have a Gala Games account or sign up for a Gala Games account to be eligible.
- c. All Participants must either:
 - a. Purchase at least one (1) Gala Gives Back Spooky Box 100;
 - b. Refer one (1) individual who signs up for a Gala Games account and purchases a Gala Gives Back Spooky Box 100.
- d. Participants will receive a Gala Gives Back Spooky Box 100, which includes one (1) distinct item from the following list:
 - a. VEXI Wolfy! (Odds: 16.67%)
 - b. VEXI Vamp (Odds: 16.67%)
 - c. VEXI Bones (Odds: 16.67%)
 - d. VEXI Ghost (Odds: 16.67%)
 - e. VEXI Ms Monster (Odds: 16.67%)
 - f. VEXI Pumpkin Head (Odds: 16.67%)
- e. Participants who complete the steps in Section 1(c) above will receive a Gala Gives Back Spooky Box 20 (each a “**Participant(s)**”).
- f. URLs:
 - Gala Games - <https://games.gala.com/>
 - Gala Games Instagram - <https://www.instagram.com/gogalagames/>
 - Gala Games Twitter - <https://twitter.com/GoGalaGames>
 - Gala Games Discord - <https://discord.gg/GoGalaGames>

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 October 28, 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. **SELECTING THE WINNERS AND NOTIFICATION:** The Participants will receive one (1) distinct item from the list in Section 1(d) above after receiving a Gala Gives Back Spooky Box 100. All Gala Gives Back Spooky Box 100s will be delivered within sixty (60) days after the Promotion Period. The Gala Gives Back Spooky Box 100 shall be delivered to Participant's Gala Games account.

4. **General Conditions; License.** Except where prohibited by law, by entering the Promotion or agreeing to accept the Prize or accepting the Prize, each Entrant 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 Entrant’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 Prize (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 Entrant 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. Entrant 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. **PRIZES AND TAXES:** Gala Gives Back Spooky Box 100 Contents and Approximate Retail Value (“**ARV**”) are as follows: [VEXI Wolfy! (Odds: 16.67%), VEXI Vamp (Odds: 16.67%), VEXI Bones (Odds: 16.67%), VEXI Ghost (Odds: 16.67%), VEXI Ms Monster (Odds: 16.67%), VEXI Pumpkin Head (Odds: 16.67%) - ARV: One Hundred Thirty Five and 50/100 US Dollars (\$135.00 USD).] (“**Gala Gives Back Spooky Box 100**”). Gala Gives Back Spooky Box 100 NFTs shall be dropped in the Participant's Gala Games account. No substitution or transfer of Gala Gives Back Spooky Box 100 permitted by Participant. Additional restrictions may apply.

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 Winner. Each Winner 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 Winner acknowledges that Sponsor will rely upon such information to prepare all relevant tax materials, if any, including the Internal Revenue Service form 1099.

6. **RELEASE:** This Promotion is subject to all applicable federal, state and local laws of the United States. By participating, Entrants 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 Entrants' publicity or similar rights were infringed upon. Entrants and Winners 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 Prize. Sponsor may rescind any Promotion found to contain such errors without liability at its sole discretion. Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled submissions, emails, phone calls, or communications of any kind; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of submissions, the announcement of the prizes or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer or other device related to or resulting from participating in this Contest. Persons who tamper with or abuse any aspect of the Contest, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Gala, will be disqualified and all associated submissions will be void. Should any portion of the Contest be, in Gala's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Gala, corrupt or impair the administration, security, fairness or proper play, or submission of Submissions, Gala reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect submissions received prior to action taken using the winner determination procedure outlined above or as otherwise deemed fair and appropriate by Gala.

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 PRIZE OR, IF APPLICABLE, ANY PRIZE 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.

ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, GALA RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

7. **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 Entrant's participation in the Promotion or receipt or use of any Prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, Entrant's 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.

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.

8. **JURY TRIAL WAIVER:** EXPECT AS PROHIBITED BY LAW AND AS A CONDITION OF PARTICIPATING IN THIS PROMOTION, ENTRANT 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.

9. **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.

10. **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 Entrant further acknowledges that if Entrant is chosen as a Winner, certain of Entrant's identifying information may be disclosed to third parties as required by law, including, without limitation, on a winner's list.

11. **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, and Discord.**

12. **RULES/WINNERS LIST:** For 15 days after the Promotion Period, you may also send an email support@gala.com for the names of the Winners. Include Gala Gives Back Spooky Box 20 Giveaway - 2024 Winners' List" in the subject of the email. No correspondence will be entered into except as noted herein.