

## REFEREUM CONTEST AND SWEEPSTAKES OFFICIAL RULES

- Official Rules.** These Refereum Contests and Sweepstakes Official Rules (the “**Official Rules**”) apply to any contest or sweepstakes (each, a “**Promotion**”) conducted by Refereum, Inc. (“**Refereum**”). Capitalized terms not defined in these Official Rules will have the meaning specified in the applicable Promotion terms as set by Refereum. These Official Rules are available at [www.refereum.com/legal/rules](http://www.refereum.com/legal/rules).
- Eligibility.** Except as otherwise specified, all Promotions are open only to persons (a) who are eighteen (18) years of age or older at the time of entry; and (b) who have registered for a valid account with Refereum (the “**Account**”). You can register for a free Account at [www.refereum.com](http://www.refereum.com) (the “**Refereum Website**”). Individuals affiliated with Refereum, including employees, advisors, consultants, contractors and their immediate families (children, siblings and spouses) and others living in their households (collectively, the “**Promotion Entities**”), are not eligible to enter. Refereum will determine winners’ eligibility in its sole discretion. Refereum reserves the right to reject any entry if, in Refereum’s sole discretion, the laws of an applicable jurisdiction, including your country of residence at the time of entry, would prohibit or limit Refereum from proceeding with the Promotion as intended or the consideration or awarding of any Prize would impose additional administrative, tax, operational, or legal burdens on Refereum. Furthermore, the Promotion is void in all countries currently under sanction by the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of the Treasury as set forth in <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.
- How to Enter.** The Promotion will begin on the Start Date and end by the End Date set by the applicable Promotion (the “**Promotion Period**”). Refereum describes the requirements for How to Enter the Promotion at the “Refereum Website and all entries for the Promotion must be received during the Promotion Period. Refereum’s computer is the official timekeeping device for entry in the Promotion. When submitting an entry for a Promotion, you are required to provide complete and truthful information. The use of any scripts, computer programs, robotic repetitive, macro, automatic, programmed or similar automated entry methods or agents to submit entries are prohibited. Refereum will disqualify any entry from individuals who do not meet the eligibility requirements. All entries become the property of Refereum and will not be acknowledged or returned. While no purchase is necessary to enter a Sweepstakes, you may incur standard rates charged by your service provider for your Internet or mobile data service, or applicable postage rates if you enter by mail. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with these Official Rules may be disqualified from the Promotion at Refereum’s sole and absolute discretion.
- Prize.** Promotion Prizes are as specified by Refereum for the applicable Promotion, including the retail value of the Prizes. Some Promotions may have only one (1) Prize. If for any reason the Prize, or any part of a Prize, is unavailable, Refereum reserves the right to award a substitute prize, or portion of prize, of comparable or greater value. Except for cash Prizes, all other Prizes are not redeemable for cash and are subject to availability, non-transferable, non-assignable, non-negotiable, non-refundable and no substitution or exchanges will be made except as provided at Refereum’s sole discretion. Winner will be solely liable for any applicable taxes, costs and expenses associated with acceptance or use of the Prize not specifically provided for in these Official Rules. Promotion Entities will not be held responsible for any delays in awarding a Prize for any reason. All costs and expenses not specifically listed as part of the Prize are solely Winner’s responsibility. The Prizes are provided “as is.” You acknowledge that Refereum and

the Promotion 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.

5. **Winner Selection & Verification.**

- 5.1 Sweepstake winners will be selected by random drawing from of all qualified entries (each, an “**Entrant**”) on or about the Winner Selection Date. The odds of winning any Sweepstakes Prize depend on the total number of eligible entries received during the Promotion Period of that Sweepstakes. Canadian potential winners will be required to correctly answer, unaided, a time-limited, mathematical skill-testing question in a pre-arranged telephone interview in order to be declared a winner and be awarded the Prize. If you do not answer correctly or if you do not otherwise comply with these Official Rules, you will be disqualified and will not receive the Prize.
- 5.2 Contest winners will be selected by Refereum’s appointed judges in accordance with the judging criteria for the applicable Contest, as specified by Refereum.
- 5.3 Winner selection will occur at Refereum’s offices in San Francisco on or about the Winner Selection Date. Some Promotions may have only one (1) winner. Refereum’s decision on the selection of winners are final and binding. Within three (3) business days of the Winner Selection Date, Refereum will contact each potential winner by email or telephone provided at the time of entry, or such other method specified by Refereum, and the potential winner will be required to confirm his/her email address and/or phone number.
- 5.4 In the event of a dispute as to the identity of a winner based on an email address, the Prize will be awarded to the authorized account holder of the email address submitted with the entry. The authorized account holder is the person who is assigned to the email address by an Internet service provider or other organization that is responsible for assigning email addresses or the domain names associated with email addresses.
- 5.5 If a potential winner: (a) cannot be contacted; (b) does not respond within two (2) days from the date Refereum first tries to notify him/her; (c) fails to return required documents, including proof of age, residence, and identity (which may include submitting a copy of a driver’s license, passport or similar government issued identification), Affidavit of Eligibility and Release, and required US tax forms (W-9 or its equivalent for foreigners) within three (3) days after notification; (d) fails to meet the requirements of Section 5.1, if applicable; (e) refuses the prize; or (f) the winner notification is returned as undeliverable, such potential winner will be disqualified and will forfeit the Prize, and all privileges otherwise due as a winner will be terminated, and an alternate potential winner may be selected. For Sweepstakes, an alternate winner will be chosen in a random drawing from among all of the remaining eligible Entrants, and a maximum of three (3) alternate drawings after which the Sweepstake Prize will remain un-awarded.
- 5.6 Refereum will attempt to notify the potential winner as set forth in this Section 5, but Refereum will not responsible for any undelivered emails, including emails that are not received because of Entrant’s privacy or spam filter settings which may divert any promotion email, including any winner notification email, to a spam or junk folder. Upon contacting a potential winner and determining that he/she has met all eligibility

requirements of the Promotion, including the execution of required waivers, publicity and liability releases and disclaimers, and, at Refereum's discretion, successful verification of winner's identity, such individual will be declared the "winner" of the Promotion. Refereum expressly reserves the right to delay the announcement of the Winner for any reason it deems necessary.

- 5.7 Refereum will deliver Prizes to winners as described in the details of each Promotion. Refereum will have no liability for any Prize that cannot be delivered or is intercepted by a third party or for any reason did not get delivered to the winner.
6. **No Warranty and Liability Release.** TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH PRIZE IS OFFERED AND PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY REFEREUM OR ANY PROMOTION ENTITY, EITHER EXPRESS OR IMPLIED. IN NO EVENT WILL REFEREUM OR ANY PROMOTION ENTITY BE LIABLE TO YOU 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 YOUR PARTICIPATION IN THE PROMOTION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT REFEREUM AND/OR OTHER PROMOTION ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Therefore, some of the above limitations in this Section 6 may not apply to you and the liability of Refereum and the Promotion Entities will be limited to the fullest extent permitted by law. Nothing in these Official rules will affect any non-waivable statutory rights that apply to you.
7. **Indemnity & Release.** By entering the Promotion, you agree to indemnify, defend, and hold harmless, Refereum and any other Promotion Entities from any and all liability, for any claims, damages, injuries or losses of any kind, and, to the extent permitted by law, to release all rights to bring any claim, action or proceeding arising out of, in connection with, or relating to, (a) your participation in the Promotion; (b) death, or property damage, arising directly or indirectly from the acceptance, possession, misuse or use of the Prize; (c) defamation, violation of publicity rights, or invasion of privacy in connection with the Promotion or acceptance and use of the Prize; and (d) copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Promotion, the Prize, or Refereum's advertising and marketing related to the Promotion. You assume all liability for an injury or damage caused, or claimed to be caused, by participation in the Promotion, or the acceptance, receipt, or use of the Prize or any Prize component. You further agree that in any cause of action, Refereum and/or the Promotion Entities' liability will be limited to the value of the Prize, and in no event will the Promotion Entities be liable for attorney's fees.
8. **Privacy:** All information submitted by you in connection with a Promotion entry will be subject to and will be treated in accordance with Refereum's Privacy Policy available at: <https://refereum.com/legal/privacy>. By participating in the Promotion, you hereby agree that Refereum may collect and use your personal information submitted with the entry, and you acknowledge that you have read and accepted the Refereum Privacy Policy. Among other things, the information you provide may be used to send you company updates and announcements about Refereum, its products and/or services and offers by its partners. You may unsubscribe from receiving such communications at any time.

9. **Publicity Release.** By participating in a Promotion, where permitted by law, you hereby grant to Refereum and the Promotion Entities and their respective successors, assigns and licensees, the right to print, publish, broadcast and use worldwide IN ALL MEDIA at any time your full name, portrait, picture, voice, likeness, statements, images, videos and/or biographical information for publicity and promotional purposes without further payment or additional consideration, and without review, approval or notification.
10. **General Conditions.**
- 10.1 By participating in the Promotion, you agree to be bound by these Official Rules and Refereum's Terms of Service available at <https://refereum.com/legal/terms> and Refereum's Privacy Policy available at: <https://refereum.com/legal/privacy>. Refereum will have sole responsibility for administration of the Promotion, winner selection, and winner verification, and whose decisions are final and legally binding.
- 10.2 You will have no right to contest any decision by Refereum concerning any aspect of the Promotion or the interpretation of these Official Rules or the determination as to the qualification of entries. Refereum is not responsible for those who cannot access the Internet or cannot click-through for any period of time regardless of technical, hardware, software, telephone, Internet, network problems or virus contamination, force majeure, or human error and for delay, failure or malfunction for any reason.
- 10.3 Refereum reserves the right to cancel/terminate, modify or suspend the Promotion if in Refereum's sole determination it believes that the integrity of the Promotion has been, or could be, compromised or that the Promotion is not capable of running as planned or fairly, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, force majeure, human error or any other causes. Winners will be selected from among all non-suspicious, eligible entries received up to the time of cancellation/termination. Refereum reserves the right to disqualify any Entrant from the Promotion if in Refereum's sole judgment such Entrant has not complied with these Official Rules. Refereum may, at its sole discretion, disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of a Promotion or Refereum's website or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.
- 10.4 The Promotion Entities are not responsible if the Promotion 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 Promotion Entities. If the Promotion or any part of the Promotion is terminated or modified prior to the closing of the Promotion Period, notice will be posted on Promotion page on Refereum's website.
- 10.5 Refereum reserves the right to modify and amend these Official Rules from time to time during the Promotion Period for clarification purposes.
- 10.6 ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, REFEREUM RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 10.7 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.
- 10.8 Refereum'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.
- 10.9 You agree to waive any rights to claim ambiguity of these Official Rules.
- 10.10 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.
- 10.11 In the event there is a discrepancy or inconsistency between disclosures or other statements contained in the Promotion-related materials, Refereum's Privacy Policy or Terms of Service and/or the terms and conditions of these Official Rules, these Official Rules will prevail, govern and control and the discrepancy will be resolved in Refereum's sole and absolute discretion.
11. **Binding Arbitration:** *For US Entrants, you and Refereum agree that any dispute or claim that arises out of these Official Rules will be determined by binding arbitration.* Arbitration means that an arbitrator and not a judge or jury will decide the claim. You acknowledge and agree that you and Refereum are each waiving the right to a trial by jury. You further acknowledge and agree that you waive your right to participate in a class-action lawsuit or class-wide arbitration. The arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the AAA's Consumer Arbitration Rules then in effect (the "**AAA Rules**"), except as modified by this Arbitration Agreement. The AAA Rules are available at [www.adr.org/Rules](http://www.adr.org/Rules) or by calling the AAA at 1-800-778-7879. The U.S. Federal Arbitration Act governs the interpretation and enforcement of this Section 15. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules, and if sent to Refereum, the Demand for Arbitration must be emailed to: [legal@refereum.com](mailto:legal@refereum.com). Arbitration will be conducted by a single neutral arbitrator who will be appointed in accordance with the AAA Rules. Payment of all filing, administration or arbitration fees will be governed by the AAA Rules. For all arbitration proceedings, the arbitrator will issue a written award and statement of decision describing the arbitrator's essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator's award is final and legally enforceable.
12. **Governing Law:** These Official Rules are construed and governed by the laws of the State of California, USA, excluding California's conflict of laws rules.
13. **Winners List:** Where required by law, Refereum will provide the name of Winners of a Promotion to those who request it. To request the Winners list for a Promotion: (a) send a self-addressed, stamped envelope to Refereum, Inc., 1459 18th Street, #356, San Francisco, CA 94107, USA, Attn: Winners List; and (b) identify the name of the Promotion. All requests for the Winners list must be received within four (4) weeks of the end of the Promotion Period for the applicable Promotion.
14. **Sponsor:** The Promotions subject to these Official Rules are sponsored and administered by Refereum, Inc., 1459 18th Street, #356, San Francisco, CA 94107, USA.