OFFICIAL RULES

1. Eligibility: The Vocal Creators Club Sweepstakes ("Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age as of the date of entry ("Entrants"). Employees of the Sponsor, and their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies, including the administrator of this Sweepstakes, if any, and the immediate family members (spouses, parents, children and siblings and their spouses) and household members of each (whether related or not), are not eligible to participate or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes the Entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: The sponsor of the Sweepstakes is Creatd, Inc., 419 Lafayette Street, 6th Floor, 10003 ("Sponsor").

3. Timing: The Sweepstakes begins on June 14th, 2022 at 5:00 p.m. Eastern Daylight Time ("EDT") and ends on June 30, 2022 at 11:59 p.m. EDT (the "Sweepstakes Period"). For purposes of this Sweepstakes, a "day" begins at 12:00 a.m. EDT and ends at 11:59 p.m. EDT. The Sponsor's computer is the official time-keeping device for this Sweepstakes.

4. How to Enter: During the Sweepstakes Period, you may enter the Sweepstakes by visiting https://shop.vocal.media (the "Sweepstakes Site") and purchasing a shirt. Upon completion of the necessary requirements, you will receive one (1) entry into the Sweepstakes. By entering the Sweepstakes, Entrants fully and unconditionally agree to be bound by these rules, which will be final and binding in all matters relating to the Sweepstakes. If you are a potential winner of a prize, you will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. There is NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY to participate in the Sweepstakes. You may enter the Sweepstakes without purchase by emailing info@vocal.media with the subject line "Vocal Creators Club Sweepstakes Entry". A purchase does not improve your chance of winning.

<u>Limit:</u> Limit one (1) entry per person. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Multiple Entrants are not permitted to share the same email address or Account. Each Entrant is

limited to only one (1) Account. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, Accounts, identities, registrations and logins, or any other methods will void that Entrant's entry and that Entrant may be disgualified. Use of any automated system to participate is prohibited and will result in disgualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disgualified. In the event of a dispute as to any registration or entry, the authorized account holder of the email address used to register will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. Delivery of physical prizes requires a street address (no P.O. Boxes). Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by the Sponsor.

5. Drawing/Odds: On or about July 1, 2022, potential prize winners will be selected in a random drawing from all eligible entries received by the Sponsor. Odds of winning depend on the number of eligible entries received for the Sweepstakes. By entering the Sweepstakes, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor and Sweepstakes Entities, which will be final and binding in all matters relating to the Sweepstakes.

5. Verification of Sweepstakes Winners: All potential winners are subject to verification by Sponsor or Administrator. An Entrant is not a winner of any prize, even if the Sweepstakes should so indicate, unless and until Entrant's eligibility and the potential winning Sweepstakes entry has been verified and Entrant has been notified that verification is complete. Sponsor will not accept screenshots or other evidence of winning in lieu of its validation process. Any entry that occurs after the system has failed for any reason is deemed a defective entry, is void, and will not be honored. Receiving a prize is contingent upon compliance with these Official Rules. Each potential winner (parent/legal guardian if winner is a minor in his/her state of residence) of a prize valued at or over \$600 (or if the cumulative value of all prizes won through programs sponsored by Creatd in a calendar year is equal to \$600 or more) will be sent an email to the email address associated with their Account and required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration"), and an IRS Form W-9 which must be received by Administrator, within three (3) days of the date notice or attempted notice is sent, in order to claim the prize.

If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration, tax forms or any other requested information within the required time period, the potential winner forfeits the prize. In the event that a potential winner of a prize valued over \$25.00 is disqualified for any reason or if each applicable prize is not awarded during the Promotion Period, Sponsor will award the applicable prize to an alternate winner by random drawing from among all eligible Game plays. There will be three (3) alternate drawings after which the applicable prize will remain unawarded. Unclaimed prizes valued at or less than \$25.00 will not be awarded. Sweepstakes prizes will be fulfilled approximately 4-8 weeks after the conclusion of the Sweepstakes. The Sweepstakes winners will be contacted regarding the fulfillment of the prize within 4 weeks of the conclusion of the Sweepstakes.

6. Prizes: <u>ONE (1) GRAND PRIZE</u>: One thousand dollars (\$1,000) Vocal Bonus. Sponsor will provide this single cash payment in the form of a Stripe wallet transfer. The winner will need to have a Stripe account created and connected in order to receive the Grand Prize. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize. Total Approximate Retail Value ("ARV") of Grand Prize: \$1,000.

<u>THREE (3) FIRST PRIZES:</u> Opportunity to Guest Judge a Vocal Challenge. The Challenge will be determined at the discretion of the Sponsor. The judges must comply with the Community Guidelines. Total ARV of First Prizes: \$750.

<u>FIFTY (50) SECOND PRIZES:</u> Vocal+ for Life which is thirty (30) years of Vocal+ for free. Winners of Vocal+ for Life must have a Vocal account. Total ARV of Second Prizes: \$148,500.

<u>ONE HUNDRED (100) THIRD PRIZES:</u> Ten dollars (\$10) Vocal Bonus. The winners will need to have a Stripe account created and connected in order to receive the Grand Prize. Total ARV of Third Prizes: \$1,000.

<u>TWO HUNDRED AND FIFTY (250) FOURTH PRIZES</u>: One (1) free copy of the Vocal+ Fiction Awards Anthology Book (est. release in Q1 2023). Total ARV of Fourth Prizes: \$4,497.50.

Total ARV of all prizes to be awarded is: \$155,747.50.

<u>For All Prizes:</u> Vocal and Creatd, Inc. terms and conditions apply. No cash equivalent unless required by law and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or prize component for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use.

7. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, and each of their respective direct or indirect parents, subsidiaries, affiliates, related entities, suppliers, distributors, advertising/promotion agencies and each such company's officers, directors, members, employees, contractors, and agents (collectively, the "Released Parties") from and against any and all losses, liability, illness, injury, claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt, possession, use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes entrant's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes worldwide, in perpetuity, in any and all media, manner, and formats now known or hereafter devised, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disgualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by any Entrant, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the

processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an Entrant's play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Sweepstakes, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

11. Disputes: Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Washington or the appropriate Washington state court located in King County, Washington; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington.

12. Entrant's Personal Information: Information collected from Entrants is subject to the Sponsor's Privacy Policy (https://vocal.media/privacy-policy).