

2023 Tokens of Thanks Promotion Terms and Conditions

Last updated: December 11, 2023

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS PROMOTION (DEFINED BELOW). A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. General

The Nifty Gateway [Terms of Use](#) and [Privacy Policy](#) apply for all promotions (“Offers”), and use of the Nifty Gateway platform. In addition, these 2023 Tokens of Thanks Promotion Terms and Conditions (these “NFT Promotion Terms”) apply to the promotion offered by Nifty Gateway for a giveaway of 23 NFTs hand picked by Nifty Gateway (collectively, the “Promotion NFTs”) during the Promotion Period (as defined below) (collectively, the “NFT Promotion”). By using the Nifty Gateway platform, you accept and agree to be bound and abide by these NFT Promotion Terms, and in the event of any conflict between these NFT Promotion Terms and Nifty Gateway’s Terms of Use, these NFT Promotion Terms will take precedence.

2. Sponsor

2023 Tokens of Thanks Promotion (“Promotion” or “Sweepstakes”) is exclusively sponsored by Nifty Gateway, LLC, 315 Park Avenue South, 18th Floor, New York, New York 10010 (“Sponsor” or “Nifty Gateway”).

3. Eligibility

a. Promotion Eligibility Generally.

The Promotion is open only to individuals who are at least eighteen (18) years of age and the age of majority in their state or country of residence on the date of entry. Employees, officers, directors, members, managers, agents, and representatives of Sponsor, or their parent companies, divisions, subsidiaries, and affiliates (collectively, the “Promotion Entities”) are not eligible.

Provided, however, that users who violate these NFT Promotion Terms, the Nifty Gateway’s Terms of Use will not be eligible, and Nifty Gateway reserves the right to determine whether any user is eligible for enrollment or participation in the Promotion in its sole discretion.

b. Qualifying Nifty Gateway Activity.

To be eligible for the Promotion, users must (i) be registered with an active Nifty Gateway account, and (ii) as of 9:40pm PST on December 7, 2023 as recorded by Nifty Gateway, have held or currently hold in their Nifty Gateway wallet or wallet linked to Nifty Gateway account an NFT that was minted on Nifty Gateway.

c. Limitations.

Limit one entry per drawing per eligible Nifty Gateway account holder. Additional entries will be void.

4. How to Enter

During the Promotion Period, to participate and enter this Promotion, eligible individuals (“Entrants”) must complete the following steps (an “Entry”) for each applicable Promotion NFT drawing:

- Create and be approved for a verified Nifty Gateway account (if you do not already have one);
- For each individual token drawing, a user must enter the sweepstakes for each individual Promotion NFT at this site

<https://www.niftygateway.com/collections/2023-tokens-of-thanks>.

It is free to create a Nifty Gateway account. By submitting your information and creating a Nifty Gateway account, you will be required to agree to the Nifty Gateway [terms of use](#) and [privacy policy](#). If you do not agree to the Nifty Gateway terms of use and privacy policy, you cannot create a Nifty Gateway Account.

If you are not selected as a winner in this Sweepstakes, you may cancel your Nifty Gateway account at any time after the winner announcement.

For purposes of this Sweepstakes, only Entries that are recorded through an Approved Email Address will be considered. Other proof of submitting an Entry (such as a printed or copied screenshot or message) does not constitute proof of actual receipt of the Entry for purposes of this Sweepstakes. Nifty Gateway's database clock (which is set to ET) will be the official timekeeper for this Sweepstakes. Entries that are generated by a macro, bot, or other automated means or any means which subvert the entry process will not be accepted and will be void. Entries made through commercial sweepstakes subscription notification or entering services, will be declared invalid and disqualified for this Sweepstakes. As a condition of entering the Sweepstakes, without limiting any other provision in these Official Rules, each Entrant gives consent for Sponsor and its agents to obtain and deliver their name, address and other information to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations, and rules, including in order to review Entrant's Nifty Gateway account application(s) and related documentation. Such third parties may use your information for their own independent purposes in accordance with their own independent privacy

practices. Except as otherwise contemplated in these Official Rules, Nifty Gateway will use personal information collected in connection with the Sweepstakes in accordance with its Privacy Policy, located at <https://niftygateway.com/privacypolicy>.

5. Selection Period

The “Promotion Period” begins at 6:30P ET on December 12, 2023, and continues each day until 6:30P on December 16, 2023.

6. Winners Selection

Potential prize winners (“Prize Winners”) for each Promotion NFT will be chosen in a random drawing. Your odds of winning depend on the number of eligible Entries received. Potential Prize Winners will be selected on a rolling basis on or around 6:30p each day during the Promotion Period (“Sweepstakes Selection Dates”) from among all eligible Entries received, although Prize(s) may not be delivered for approximately one (1) week afterwards.

7. Winner Notification

The potential Prize Winners will be notified by email using the Approved Email Address associated with the winning Entry (a “Winner Notification”) after the applicable Sweepstakes Selection Date, and the Prize Winner may be required to execute and return an affidavit of eligibility, a liability release, and a W-9 form.

If any Winner Notification or other Sweepstakes communication is rejected or returned as undeliverable, if a potential Prize Winner cannot be reached after a reasonable attempt has been made by Sponsor (as determined by Sponsor in its sole discretion), if a potential Prize Winner cannot attend or participate in any portion of the applicable Promotion NFT (as defined below), or if the potential Prize Winner fails to respond to a Winner Notification and/or to sign and return all documentation (if required) within the time periods set forth herein, the prize will be forfeited and an alternate winner may be

randomly selected in Sponsor's sole discretion. Sponsor may only look to three (3) alternate winners for the applicable Prize, at which point the applicable Promotion NFT may be deemed unclaimed and Sponsor will have no further obligation with respect to such Promotion NFT. Sponsor reserves the right to modify the timing, selection and notification procedures in connection with the selection of any alternate potential Prize Winner. If legitimately claimed in compliance with these Official Rules, the Promotion NFT will be awarded.

8. Promotion NFTs Value

The Promotion NFTs each have an approximate retail value ranging from \$0 to \$2000 as evaluated at the time this Promotion is commenced. Actual value of Promotion NFTs may differ at time of Promotion NFTs award.

All federal, state and local taxes and any costs and expenses associated with Prize acceptance and use not specified herein as being provided are the responsibility of Prize Winners including, but not limited to, the gas fee to accept the NFT.

9. Taxes

All federal, state and local taxes and any costs and expenses associated with Prize acceptance and use not specified herein as being provided are the responsibility of the user.

10. Distribution of Promotion NFT

Nifty Gateway will distribute the Promotion NFTs by transfer to the applicable user's Nifty Gateway account as soon as reasonably practicable upon claim by an eligible user. Nifty Gateway is not responsible for any delays in transferring or otherwise distributing Promotion NFTs. Users may be required to provide information requested by Nifty Gateway consistent with its Terms of Use and reasonable compliance processes to transfer or withdraw the Promotion NFT. **For the avoidance of doubt, Nifty Gateway**

will not distribute any Promotion NFTs to users that have not provided Nifty Gateway with a valid tax form (W-9 or W-8).

All Promotion NFT details will be determined in Sponsor's sole discretion. Sweepstakes Entities are not responsible for and will not replace any lost or stolen Promotion NFT or any Promotion NFT that is undeliverable or does not reach the Prize Winner because of incorrect or changed contact information. If the Prize Winner does not accept the Promotion NFT, the Promotion NFT will be forfeited and Sponsor will have no further obligation with respect to that Promotion NFT. Sweepstakes Entities are not responsible for any inability of the Prize Winner to accept or use any Promotion NFT for any reason. No transfers or prize substitutions or cash redemptions will be made, except at Sponsor's sole discretion. No more than the stated Promotion NFTs will be awarded. Sponsor reserves the right to substitute a prize of comparable or greater value, in its sole discretion.

11. Licenses and Approvals

Entrants may not submit an Entry on behalf of someone else. By submitting an Entry, Entrant represents and warrants that Entrant meets all eligibility criteria for participation in the Sweepstakes. In addition, to the extent permitted by law, by submitting an Entry in this Sweepstakes, Entrant grants the Sweepstakes Entities an irrevocable, perpetual, non-exclusive worldwide license to publish, post, display, copy, distribute, transmit, edit, use alone, together or with other works, and otherwise exploit the Entry, Entrants name, voice, persona, likeness, image, prize information, any quotes attributable to Entrant, biographical data and any other indicia of persona in any manner whatsoever throughout the world, including on the Internet, and at any time or times, in connection with the Sweepstakes, in any and all forms of media, now known or hereafter discovered, without additional compensation, review or approval rights, notification or permission, except where prohibited by law, and Entrant releases all Releasees (as defined below) from any and all liability related thereto. ENTRANT FURTHER

ACKNOWLEDGES THAT IF ENTRANT IS CHOSEN AS A WINNER, ENTRANT'S IDENTIFYING INFORMATION, INCLUDING BUT NOT LIMITED TO ENTRANT'S NAME AND STATE OF RESIDENCE, MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, BEING PLACED ON A WINNERS' LIST.

12. Disputes

Nifty Gateway's decisions regarding the Promotion disputes are final, and to the greatest extent allowable by applicable law, Nifty Gateway shall have no liability for any disagreements between itself and users regarding this Promotion. For the avoidance of doubt, Nifty Gateway makes no claims as to the value of the Promotion NFT.

13. Limitation of Liability

The Releases are not responsible or liable for any of the following: (a) stolen, lost, late, misdirected, garbled, mutilated, damaged, incomplete, inaccurate, or illegible Entries, e-mail, mail, Sweepstakes-related correspondence or postage-due mail or other communications of any kind or any technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the mailing or transmission of notification or correspondence, the processing of Entries, the announcement of any prize or in any Sweepstakes related materials; (b) technical failures of any kind; (c) unauthorized human and/or mechanical intervention; (d) human error; (e) any error, omission, interruption, defect or delay in transmission or communication; (f) viruses or mechanical malfunctions; (g) errors, typos, or misprints in these Official Rules, in any Sweepstakes related advertisements or other materials; or (h) lost or unavailable network connections. Releasees are not responsible for electronic communications that are undeliverable as a result of any form of filtering or insufficient space in Entrant's Approved Email Address account. Releasees are not responsible, and may disqualify Entrant, if his or her Approved Email Address, telephone, or other contact information

does not work or if it is changed without Entrant giving prior written notice to Sponsor. If for any reason an Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into the Sweepstakes, Entrant's sole remedy is another Entry in the Sweepstakes.

AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR, SWEEPSTAKES ENTITIES, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, DIVISIONS AND ADVERTISING, AND PUBLIC RELATIONS AGENCIES, AND EACH OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS AND EMPLOYEES (COLLECTIVELY, "RELEASEES") FROM AND AGAINST ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE PARTICIPATION IN THE SWEEPSTAKES AND/OR USE, ACCEPTANCE, POSSESSION, MISUSE OR AWARDING OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY. EACH WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE OR ITS VALUE. FURTHER, THE RELEASEES ARE NOT RESPONSIBLE IN ANY WAY FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

14. Additional Disclaimers

Without limiting any other provision in these Official Rules, Releasees are not responsible or liable to any Entrant or Prize Winner or any person claiming through such Entrant or Winner for failure to supply the Promotion NFT in the event that any of the Sweepstakes activities or the Releasees' operations or activities are affected, as determined by the Sponsor in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war, fire, flood, epidemic/pandemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike labor or material shortage, transportation interruption of any kind, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above.

15. Disputes and Governing Law

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION THAT CANNOT BE RESOLVED BETWEEN ENTRANT AND ANY RELEASEES ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY,

OUT-OF-POCKET COSTS INCURRED, (IF ANY), NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

Any dispute arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the State of New York, without reference to its conflicts of law principles and will be brought exclusively in the state and federal courts located in New York, New York, and each Entrant accepts and submits to the personal jurisdiction of these New York courts with respect to any legal actions, suits or proceedings arising from or relating to this Sweepstakes or these Official Rules.

16. General Rules

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor's decisions will be final in all matters relating to the Sweepstakes, Sponsor reserves the right to restrict or void online Entries or participation from any IP address if any suspicious Entry and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void Entries of any Entrants who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of the Sweepstakes. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and/or these Official

Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Sponsor's sole discretion. Entrants waive any right to claim ambiguity in the Sweepstakes or these Official Rules. If Sponsor determines at any time in its sole discretion that Entrant is disqualified, ineligible, or in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right in its sole discretion to select an alternate winner. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If the Sweepstakes is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes and award the prizes from all non-suspect eligible entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor. In the event of a dispute concerning who submitted an Entry, the Entrant will be declared to be the registered account holder of the Approved Email Address as applicable, of record for the account submitting an Entry during the Promotion Period, but only if that person meets all other eligibility criteria, otherwise the Entry may be disqualified and any potential Promotion NFT won will be forfeited in Sponsor's sole discretion. Each potential Prize Winner may be required to provide Sponsor with proof that he or she is the authorized account holder. If a dispute cannot be resolved to Sponsor's satisfaction, the Entry and individual(s) may be deemed ineligible in Sponsor's sole discretion. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE SWEEPSTAKES VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW AND MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT.

17. Amendment

Nifty Gateway may amend these NFT Promotion Terms at any time in its sole discretion. Such changes shall be effective immediately upon posting to Nifty Gateway's website and shall apply to all Nifty Gateway users. Changes may include, but are not limited to, the content of any Promotion NFT, the number of Promotion NFT's available, the general availability of Promotion NFT's, or the timing and distribution process for Promotion NFT's. A user's continued participation in the Promotion does not grant any vested rights, and no user may rely on the continued availability of the Promotion.

18. Winner's List

For a list of Prize Winners, send a self-addressed, stamped, #10 business envelope to Nifty Gateway, LLC, ATTN: Official Rules (or "Winner's List") Request, 315 Park Avenue South, 18th Floor, New York, New York 10010. Winner's List request must be received within three (3) months of the end of the Sweepstakes Selection Date.