

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST OR TO RECEIVE A PRIZE. A PURCHASE WILL NOT AFFECT OR IMPROVE THE CHANCES OF WINNING.

**Sponsor:** This contest is sponsored by Netcoins USA Inc. ("Sponsor"), located at 1220 – 1130 West Pender Street, Vancouver, BC, Canada, V6E 4A4. References to Sponsor in this Agreement shall refer solely to the company sponsoring the contest and its parent company, BIGG Digital Assets. Sponsor will conduct the Contest substantially as described in these Official Rules.

- **1. Eligibility:** The Netcoins USA Waitlist contest (the "Contest") is open to legal residents of California, Michigan, Pennsylvania, Virginia and Missouri who sign up at Netcoins.com/us. Individuals not domiciled in the aforementioned states are prohibited from participating in the contest. Entrants must be 18 years of age or older as of their date of entry in this promotion in order to qualify. Only users who have signed up to the Netcoins waitlist and verified their email address are eligible to participate in the Contest. THE CONTEST IS SUBJECT TO ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS THAT APPLY. VOID WHERE PROHIBITED. Netcoins USA Inc and Netcoins Inc employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the Netcoins USA Waitlist Contest.
- **2. Agreement to Rules:** By entering this Contest, the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are final and binding. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. Winning a Prize is contingent upon eligibility requirements and staying compliant with these Rules.
- **3. Contest Period:** The Contest begins on Oct 19, 2022 and ends when the Netcoins USA app is released to at least a portion of the waitlist. ("Contest Period"). Entries that are submitted after the Contest Period will be disqualified.

#### 4. How to Enter:

- A. Eligible entrants can enter the Contest by submitting their email via the portal provided at Netcoins.com/us.
- B. Retrieve your unique referral link by verifying the email address You used to register at Netcoins.com/us
- C. Refer friends, family and other persons that You would like to refer Sponsor to ("Contacts").

D. Contacts must: 1) be an eligible entrant 2) sign up using your unique referral link in order to constitute a valid referral; 3) sign up for the Contest during the Contest Period; 3) verify their email address.

When you first sign up, you will receive one Point. You will earn an additional Point for each eligible entrant you refer. The more Points you collect, the higher You will move up the list of Entrants (Leaderboard) and have the potential to win a Prize. Prizes will be rewarded at the end of the Contest Period to all eligible entries based on the criteria set forth in the Prizes Description section below. As a participant, your entry must fully meet all Contest requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion. Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating your entries and removing them from the Contest at the Sponsor's sole discretion.

#### **5. Prizes Descriptions:**

There are TEN (10) prizes that are available to be won:

- One (1) prize that is \$500 USD WORTH OF BITCOIN
- One (1) prize that is \$300 USD WORTH OF BITCOIN
- One (1) prize that is \$200 USD WORTH OF BITCOIN
- Seven (7) prizes that consists of a \$50 USD NETCOINS CREDIT

These prizes will be awarded to the top 10 Entrants on the waitlist leaderboard based on the selection criteria in Section 6.

The bitcoin prizes will be purchased by the Sponsor on the same day that the Netcoins USA launches. Due to the volatility of bitcoin's price – the price value may differ slightly at the time the prize is awarded, which will depend on when the Winner(s) create a Netcoins account and verify it.

The prize(s) shall be determined solely by the Sponsor. The prize is non-transferable and must be accepted as awarded. The Winner(s), upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting

the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

#### **6.Selection and Notification of Winner:**

Entrants can climb the waitlist as more and more of their referred Contacts sign-up for the Sponsor's waitlist, they will move up the Leaderboard and gain the opportunity to win a Prize. Prizes will be rewarded at the end of the Contest Period to all eligible entries based on the Prize Tiers below.

All winners will be notified via email and must sign up for a Netcoins account, using the same email they used to sign up for the waitlist, and verify their account in order to receive their prizes.

#### **Prize Tiers:**

## • 1st place on the Leaderboard:

The person in first place on the Leaderboard at the end of the contest period will win a prize of **\$500 USD worth of Bitcoin**.

## • 2nd place on the Leaderboard:

The person in second place on the Leaderboard at the end of the contest period will win a prize of \$300 USD worth of Bitcoin.

# • 3rd place on the Leaderboard:

The person in third place on the Leaderboard at the end of the contest period will win a prize of \$200 USD worth of Bitcoin.

### • 4th to 10th place on the Leaderboard:

The people that are in the 4th to 10th place on the Leaderboard at the end of the contest period will win a prize of **\$50 USD Netcoins Credit.** 

The Sponsor will notify the Winner(s) by email within five [5] days following Winner selection. The Sponsor is not responsible for nor shall have no liability for Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall the Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within thirty [30 days] from the time the award notification was sent, 2) is found

ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize (offered in the Netcoins USA Waitlist Contest) by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. The Winner(s) shall be required to sign a liability and publicity release form. The publicity release form will allow the Sponsor to use, display, and publish the Winner(s) identity, including and limited to their name and photo, in promotional materials related to the contest. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

- **8. Rights Granted by You:** By submitting an entry into this Contest, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the Netcoins USA Waitlist Contest, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.
- 9. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Netcoins USA Waitlist Contest should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Netcoins USA Waitlist Contest. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Contest or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Netcoins USA Waitlist Contest, to void votes for any reason, including, but not limited to: [identify any disallowed entry methods that will result in votes/entries being voided; examples: multiple entries from the same user; multiple entries from the same computer beyond the number allowed by the Contest rules; or the use of bots, macros, scripts, or other technical means for entering.] Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the Netcoins USA Waitlist Contest may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

- **10. Limitation of Liability:** Your entry into this Contest constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Contest and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.
- 11. Disputes: THIS Contest IS GOVERNED BY THE LAWS OF THE UNITED STATES AND Wyoming, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Contest, they shall be individually resolved exclusively before a court located in Wyoming having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). The participant waives all rights to have damages multiplied or increased.
- **12. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Netcoins US website.
- 13. By participating in the contest, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.