

## TERMS & CONDITIONS

Effective Date: April 21, 2021

These Terms and Conditions for the Gravity DEX Competition (the “**Agreement**”) are made and entered into by and between you (“**Entrant**”) and All In Bits Inc., and affiliated individuals and entities (the “**Company**”, “**us**”, “**we**”, or “**our**”). This Agreement sets forth the terms and conditions that govern your participation in the Gravity DEX Competition (the “**Competition**”). While this Agreement exists between you and the Company, any and all funds distributed under this Agreement will be paid by the Cosmos community and not by the Company or any individual.

- **Acceptance of this Agreement.**

- *Acceptance Through Entering the Competition*

Please review the following terms carefully. By clicking on “accept” or “agree” to this Agreement when prompted, you agree to be bound by the terms and conditions of this Agreement on behalf of yourself or the entity or organization that you represent. If you do not agree to the terms and conditions of this Agreement, you may not enter the Competition.

- *Eligibility Requirements to Enter the Competition*

To enter the Competition, you must be at least 18 years old.

By entering the Competition, you represent and warrant that you meet the foregoing eligibility requirements. You also represent and warrant that you have the right, authority, and capacity to enter into this Agreement on your behalf or the entity or organization that you represent. If you do not meet all these requirements, you may not enter the Competition.

- **Entering Competition**

- To enter the Competition, Entrants must Agree to this Agreement, complete a registration page, with name; an active email address; a social media account (Twitter, Facebook, Instagram, Reddit) that has been active for at least six months; a testnet address for the trading activities on the testnet and a valid Cosmos hub mainnet address to receive any prize.
  - To confirm entry entrants must send a tweet or post from the listed social media account with hashtags as outlined on the website and then provide the URL of the tweet.
  - To trade in the Competition, Entrants must pay any testnet gas fees using their allocated testnet tokens, which the company expects to be set to less than one ATOM.

- **Competition Details**

- **Registration Period:** April 21, 2021 - April 30, 2021
  - **Competition Period:** May 4, 2021 - May 11, 2021
  - **Prize Handout:** May 18, 2021

- **Competition Rules**

- The Company may amend this Agreement to encourage participation in the Competition. ●

### Rewards

- **Trading competition prize** : Subject to fulfilling rewards eligibility requirements as defined below, the top 1/3 of Entrants ranked by Total Score (as defined per the scoring rules) will receive a share of a total pool of 4,000 ATOMS proportional to their ranking.
- **Bounty prize** : 1,000 atoms for bug/exploitation bounty. Prizes will be allocated based on an assessment of each report. If, at the end of the competition the prize is not completely awarded, any remainder will be distributed as part of the trading competition.
- **Sponsor prize** : the methodology for the allocation of each sponsor prize is solely at the discretion of each sponsor and not covered by these terms and conditions.

#### ● Prize Eligibility

In order to qualify for a prize a participant must complete the following during the competition:

Execute swaps in at least three different liquidity pools

Deposit funds in at least three different liquidity pools

#### ● The Competition

- Each entrants' will be sent 40,000 USD equivalent amount of testnet tokens, comprising  
10,000 USD equivalent of testnet ATOMs  
  
10,000 USD equivalent each of three randomly chosen whitelisted tokens (from a list comprising the ten sponsor tokens and ten Ethereum-based tokens)
- Entrants will then use the Gravity DEX to deposit tokens in pools to earn rewards and swap tokens using the DEX in order to increase the USD value of their holdings.
- Performance will be based on the scoring rules outlined below.
- A leaderboard based on the Scoring Rules will run through the competition to allow entrants to assess their performance

#### ● Scoring Rules

- Entrants' performance will be assessed based on their **Total Score** at the end of the Competition based on activity and increase in USD equivalent value of their testnet holdings. The **Total Score** is calculated by a weighted combination of **Total Action Score** and **Trading Score**

$$\text{Total score} = (\text{Total Action Score} * 0.1) + (\text{Trading Score} * 0.9)$$

- **Total Action Score** =  $(\text{sum}(\text{daily\_swap\_score} + \text{daily\_deposit\_score}) / 42) * 100$  where

$$\text{daily\_swap\_score} = \min(3, \text{number of pools swap in})$$

$$\text{daily\_deposit\_score} = \min(3, \text{number of pools deposit into})$$

- **Trading Score** =  $((\text{final USD value} - 40,000) / 40,000) * 100$

where the **Final USD Value** will be calculated based on coinmarketcap price at the end of the competition.

Where a coinmarketcap price is not available, a suitable alternative will be used based on the

judge's discretion.

Note that the **Trading Score** can be positive or negative; and exceed 100

- **Judging**

- The Company has complete decision making authority with regard to running of competition, including, but not limited to

Assessment of bounty prize submissions

Exclusion of prize winners who seem to have utilized unfair methodologies to win the trading competition. This might include

- Utilizing multiple registered addresses
- Executing swap message with unreasonably high slippage cost
- Submitting too many transactions to pass over assets to another specific address

- **Termination.**

- *Termination.*

The Company may suspend or terminate your participation in the Competition at any time, for any reason, in our sole discretion, and without prior notice, including for any breach of the terms of this Agreement. The Company will not have any liability whatsoever to you for any suspension or termination of your rights under this Agreement, including for termination of your Competition entry.

- *Effect of Termination.*

Upon termination of this Agreement, any provisions that by their nature should survive termination shall remain in full force and effect.

- **Privacy Policy**

For information about how the Company collects, uses, and shares your information, please review our [Privacy Policy](#). You agree that by using the Services you consent to the collection, use, and sharing (as set forth in the Privacy Policy) of such information.

- **No Warranty.**

THE Competition AND RELATED SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS. ENTRY IN THE Competition AND USE OF THE RELATED SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.

THE SERVICES WOULD NOT BE PROVIDED WITHOUT THESE LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU

FROM US THROUGH THE SERVICES SHALL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

- **Limitation of Liability.**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATES, OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO ENTRY THE COMPETITION OR USE THE RELATED SERVICES, ANY THIRD-PARTY LINK, OR ANY CONTENT ON THE SERVICES OR SUCH THIRD-PARTY LINK, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, REVENUE, OR PROFIT, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF GOODWILL, OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE COMPETITION IS TO WITHDRAWAL FROM THE COMPETITION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

- **Indemnification.**

You agree to indemnify, defend, and hold harmless the Company and its affiliates and their respective officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, “*Indemnified Party*”) from and against any and all losses, claims, actions, suits, complaints, damages, liabilities, penalties, interest, judgments, settlements, deficiencies, disbursements, awards, fines, costs, fees, or expenses of whatever kind, including reasonable attorneys’ fees, fees and other costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or relating to your breach of this Agreement. The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to assist and cooperate with our defense or settlement of these claims.

- **Disputes.**

- *Governing Law.*

All matters relating to this Agreement, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to any conflict of law principles.

○ *Dispute Resolution.*

Any action or proceeding arising out of or related to this Agreement or the Services shall be brought only in a state or federal court located in the State of California, San Francisco, although we retain the right to bring any suit, action, or proceeding against you for breach of this Agreement in your country of residence or any other relevant country. You hereby irrevocably submit to the jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venues.

At the Company's sole discretion, it may require any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, to be submitted to and decided by a single arbitrator by binding arbitration under the rules of the American Arbitration Association in San Francisco, California. The decision of the arbitrator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party. The prevailing party in the arbitration proceedings shall be awarded reasonable attorneys' fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrator shall for good cause determine otherwise.

All arbitrations shall proceed on an individual basis. You agree that you may bring claims against the Company in arbitration only in your individual capacities and in so doing you hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named-plaintiff or class member), and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. Notwithstanding anything to the contrary under the rules of the American Arbitration Association, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

○ *Limitation to Time to File Claims.*

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY WAIVED AND BARRED.

● **Miscellaneous.**

○ *Waiver.*

Except as otherwise set forth in this Agreement, no failure of the Company to exercise, or delay by the Company in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

○ *Severability.*

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

○ *Entire Agreement.*

This Agreement, together with all documents referenced herein, constitutes the entire agreement between you and the Company with respect to the subject matter contained herein. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter hereof.

○ *Headings.*

Headings and titles of sections, clauses, and parts in this Agreement are for convenience only. Such headings and titles shall not affect the meaning of any provisions of the Agreement.

○ *No Agency, Partnership or Joint Venture.*

No agency, partnership, or joint venture has been created between you and the Company as a result of this Agreement. You do not have any authority of any kind to bind the Company in any respect whatsoever.