NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THESE RULES GOVERN ALL ASPECTS OF PARTICIPATION AND PRIZE AWARD. MANY WILL ENTER FEW WILL WIN

- Promotion. Welcome to the "Snowsgiving Playstation Giveaway" (the "Sweepstakes"). No purchase necessary to enter or win, and no deposit, entry fee, payment, or proof of purchase is needed to participate in this Sweepstakes.
- 2. **Sponsor**. This Sweepstakes is sponsored by Discord, Inc. (the **"Sponsor"** or "**Discord"**), who may be contacted by email at support@discordapp.com, or by mail at 444 De Haro Street #200, San Francisco, California 94107.
- 3. Sweepstakes Period and Description of Sweepstakes. The Sweepstakes shall commence on December 10, 2020, 11:30 AM PST (the "Start Date") and end on December 11, 2020, 11:30 AM PST (the "End Date"). The period from the Start Date to the End Date shall be known as the "Sweepstakes Period."
- 4. **Sweepstakes Announcement**. Discord shall announce the Sweepstakes via a post on December 11, 2020, 11:30 AM PST in Discord's Snowsgiving Server ("Sweepstakes Post").
- 5. Acceptance of Rules and Terms. By commenting on the Sweepstakes Post, each Participant agrees that he or she has reviewed and accepts these rules and the Sponsor's Privacy Policy and Terms of Service. Each Participant agrees to abide by these Rules and the Sponsor's decisions, which are final and binding in all respects. If you under 18 years old at the time of the sweepstakes entry, you must have the permission of your parent or legal guardian prior to entry and such entry shall be deemed submitted by the parent/legal guardian and shall be treated as if the parent/legal guardian had made such entry and if chosen as a winner, the prize will be awarded in the name of your parent/legal guardian.
- 6. Eligibility. All eligible participants ("Participants") entering the Sweepstakes must comply with all terms and conditions of these Rules. During the Sweepstakes Period, Participants may enter by commenting on the Sweepstakes Post. 1. The Sweepstakes is open to U.S. residents who, on the date of entry, are at least 13 years of age or older (or the minimum age to enter sweepstakes under applicable law). 2. The officers, directors and employees of the Sponsor, its subsidiaries and affiliated companies, advertising, promotional and judging agencies, persons engaged in the

- development, production or distribution of materials for these Sweepstakes, and the immediate family members (grandparent, parent, child, sibling, and spouse of each) or persons living in the same household as such individuals (whether related or not) are not eligible to participate in the Sweepstakes.
- 7. How to Enter. Participants will be entered in the Sweepstakes when the Participant publicly reacts to a post in the Discord Snowsgiving Server. Alternatively, Participants can enter by mailing in a postcard to Discord, Inc., 444 De Haro Street #200, San Francisco, California 94107, Attn: Snowsgiving Giveaway 2020, Please include your contact information. 1. Participants who post comments with wording, depiction or images that Discord considers, in its sole discretion, to be vulgar, profane, offensive, or otherwise inappropriate shall not be eligible for the Sweepstakes. 2. Sponsor will not be liable for any problems that occur during the entry process, including without limitation, late, incomplete, delayed, undelivered, or misdirected entries, and shall not have any obligation to advise an entrant of an incomplete, invalid, or undeliverable submission. No illegible, incomplete, forged, or altered entries will be accepted. 3. Limit One (1) entry per person during the Sweepstakes Period
- 8. **Selection of Winners**. Winners selected at the end of the Sweepstakes Period (collectively, the "Winners" and each, a "Winner"). Prizes are listed in the table below. Winners are selected at random drawing from all eligible entries received from participants after the Sweepstakes Period. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winners will be declared the official Winners of the Sweepstakes. Odds of winning depend on the total number of eligible entries received. The purchase of any goods or services will not increase any Participant's chances of winning. All decisions of the Sponsor regarding the Sweepstakes and the application of these Rules are final and binding. 1. Winners will be notified by social media and/or email in order to claim the Prize (as described below). 2. Any failure of a Winner to notify and communicate acceptance will result in forfeiture of the Prize. In the event that a potential winner forfeits or is disqualified for any reason, an alternate potential winner will be selected in a random drawing from among all remaining eligible entries. 3. Each Winner is solely responsible for all federal, state, and local taxes and other fees associated with his or her receipt and use of a Prize. No substitution, assignment or transfer of Prize is permitted, except by the Sponsor, who reserves the right to substitute the Prize with another prize of greater or equal value if Prize cannot be awarded as stated. The Sponsor will withhold and/or report taxes as required by the applicable law of the Sponsor's jurisdiction. 4. Taxes and fees, if any, are the sole responsibility of the prize winner(s). Sponsor is responsible only for prize

- delivery and expressly disclaims responsibility for prize utility, quality, or otherwise.
- 9. Prizes and Odds. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. 1. Prize Description: Playstation 5 Digital Addition; GodFall PS5 Digital Code; and Assassin's Creed Valhalla Digital Code + Season Pass; 2. No One Winner 3. Approximate Retail Value: \$570USD. ALL PRIZES ARE AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 10. **Applicable Rules and Winner's List**. For any legally required winners' list, send a self-addressed stamped envelope (unless otherwise prohibited by local law) to Discord, Inc., 444 De Haro Street #200, San Francisco, California 94107, Attn: Snowsgiving Giveaway 2020 Giveaway. All such requests must be received within three (3) months after the end of the Sweepstakes.
- 11. **No Third Party Sponsor**. This Sweepstakes is in no way sponsored, endorsed, or administered by, or in association with any person or other entity, including any third party, other than Discord. All questions regarding the Sweepstakes must be directed to Sponsor,
- 12. Publicity. Prize winners agree that their names, location, social media posts, and/or photos and videos in comments to Discord's Sweepstakes Post may be used for marketing purposes. By participating in the Sweepstakes, the Winner agrees to refrain from any behavior or communication that would harm the image or reputation of Discord or the Discord user community. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING YOUR NAME ON A WINNER'S LIST.
- 13. Additional Terms and Conditions. The decisions made by Discord management regarding, but not limited to, eligibility, winners, scoring, travel arrangement, rules, prizes and compliance with Discord's standards of conduct are final. No correspondence will be entered into. Discord reserves the right to make reasonable changes to these terms, (a) to ensure the fairness of competition, and (b) in response to unanticipated developments (such as technical failures, errors, acts of God, natural disasters, terrorism, and changes in applicable law.
- 14. **Choice of Law and Disputes**. Disputes shall be subject to the provisions in Discord's Terms of Service, which are hereby incorporated by reference,

- including the binding arbitration clause and a class action waiver contained therein. YOU SHOULD REVIEW THESE TERMS CAREFULLY, AS THEY MAY AFFECT YOUR LEGAL RIGHTS.
- 15. Conditions of Participation and Limitations of Liability. By participating, entrants hereby release, hold harmless, covenant not to sue, and forever discharge Sponsor, its respective parent companies, affiliates, subsidiaries, retailers, divisions, dealers, advertising and promotion agencies, and all others associated with the development and execution of the sweepstakes or Sweepstakes, and each of its and their directors, employees, officers, and agents from and against any and all third-party claims, actions, damages, losses, liabilities, costs, expenses, injuries, or causes of action of any kind that in any way now or hereinafter may arise from or relate to the sweepstakes or Sweepstakes, including without limitation (i) the administration of the sweepstakes or Sweepstakes, such as typographical, printing, seeding, human or other errors relating to or in connection with the sweepstakes or Sweepstakes, the processing of entries, the announcement of the prize or any related materials, inaccurate, fraudulent, incomplete, illegible, late, lost, stolen, misdirected, undelivered, incomplete, or damaged entries, any delays in delivery or lack of availability of the prize or prize materials and/or (ii) entrants' participation in a sweepstakes or Sweepstakes offered by Sponsor or their acceptance or use or misuse of a prize, or participation in any prize related activities, including, without limitation, any travel related thereto, and death and bodily injury (including emotional distress), due in whole or in part, directly or indirectly, to participation in the sweepstakes or Sweepstakes or any sweepstakes or Sweepstakes-related activity and for any claims or causes of action based on publicity rights, defamation, or invasion of privacy. Sponsor reserves the right at its sole discretion to disqualify any individual who is found to be (i) acting in violation of these Rules or (ii) acting in an unsportsmanlike or disruptive manner, with the intent to disrupt or undermine the legitimate operation of the applicable sweepstakes or Sweepstakes, or with the intent to annoy, abuse, threaten or harass any other person. Without limiting the foregoing, in the event Sponsor is prevented from continuing with a sweepstakes or Sweepstakes as contemplated by any event beyond its control, including, without limitation, a force majeure, fire, flood, epidemic or other national health emergency, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared,) or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, public health crisis, or other cause not reasonably within its control, then Sponsor shall also have the right to modify, suspend, extend or

terminate the respective sweepstakes or Sweepstakes. In the event that a sweepstakes or Sweepstakes is terminated, cancelled, or postponed for any reason whatsoever, the ARV of the prize(s) will be awarded to the extent required by law. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S WEBSITE(S) OR UNDERMINE THE LEGITIMATE OPERATION OF A SWEEPSTAKES OFFERED BY SPONSOR IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.