

# BRYSON DECHAMBEAU MATCH V.I.P. SWEEPSTAKES

## SPONSORED BY NFT GENIUS INC.

### OFFICIAL RULES

**TO ENTER THIS SWEEPSTAKES, YOU MUST BE AT LEAST 18 YEARS OF AGE, A RESIDENT OF THE U.S.A., AND EITHER PURCHASE A LIMITED BRYSON DECHAMBEAU NON-FUNGIBLE TOKEN (“NFT”) OR FILL OUT AN ONLINE APPLICATION. NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. THE COMPLETE OFFICIAL RULES FOR ENTERING THIS SWEEPSTAKES ARE STATED AS FOLLOWS:**

1. **Eligibility:** This Bryson DeChambeau VIP Match Sweepstakes (the “Sweepstakes”) is open only to legal residents of the United States of America, including the District of Columbia, who are at least eighteen (18) years of age as of the date of entry and also abide by these official rules (“Official Rules”). However, the following persons are NOT ELIGIBLE to enter or win (and any entry they may attempt to submit shall be deemed null and void ab initio): (a) Children and minors under 18 years of age are not eligible to participate. (b) Employees and their immediate family members (parents, siblings, children and spouse, and persons residing in the same household whether related or not) of NFT Genius Inc. (“Sponsor”) and its respective parent and affiliated companies, subsidiaries, and advertising and promotion agencies, and all other companies associated with this Sweepstakes, and their respective agents, officers, and directors, and all individuals, including, but not limited to, consultants, independent contractors, so-called “temporary employees,” former employees and interns (and their immediate family members) who have, within the past six months, performed services for Sponsor; (c) persons who do not enter or abide by these Official Rules; and (d) persons who reside in locations where this Sweepstakes is likely to be prohibited by law. The offer to enter into this Sweepstakes is void in localities where prohibited by applicable law.

2. **Sweepstakes Period:** This Sweepstakes begins on November 19, 2021 at 10:00 a.m. Pacific Time (PT) and ends on November 22, 2021 at 10:00 a.m. PT (the “Sweepstakes Period”). Sponsor or Sponsor’s designee shall be the sole determiner of all Sweepstakes-related time periods.

3. **How to Enter:** During the Sweepstakes Period, eligible persons may enter by either (1) purchasing one or more limited-edition non-fungible token (“NFT”) from Sponsor or (2) for free by filling out an online application form that is available by clicking this link – [https://docs.google.com/forms/u/2/d/e/1FAIpQLSdWD8axz\\_sdZDr4P8rekTFYdyk56g-Q8nggggPr27X8L4IBCA/viewform](https://docs.google.com/forms/u/2/d/e/1FAIpQLSdWD8axz_sdZDr4P8rekTFYdyk56g-Q8nggggPr27X8L4IBCA/viewform) - and following its instructions on how to submit an entry in this Sweepstakes. Entrants will be required to provide basic contact information such as first and last name, mailing address, email address, phone number, and date of birth in order to participate in the Sweepstakes. Internet access is required to enter this Sweepstakes. **Limit: One entry per person regardless of purchase and regardless of the number of purchases (if any).** Late and/or incomplete entries are null and void. Sponsor (including its employees and representatives) are not responsible for late, unsubmitted, lost, damaged, misdirected, or misappropriated entries and any other entries Sponsor does not receive by the end of the Sweepstakes Period.

4. **How to Win:** On the drawing date of November 22, 2021, one (1) potential winner will be selected by random drawing from among all eligible entries received during the Sweepstakes Period. The potential winner will be notified by email and/or by telephone within twenty-four (24) hours following the drawing. Due to the nature of this Sweepstakes, a prompt reply from the potential winner is an essential element in winning the prize. Therefore, following notification, the potential winner MUST REPLY to Sponsor or Sponsor’s authorized representative within forty-eight (48) hours after being notified, or Sponsor will award the prize by selecting another eligible entrant by random drawing.

5. **Prize:** The winner will receive the following prize: **Two (2) VIP Event Tickets to a one-on-one golf game between Bryson DeChambeau and Brooks Koepka on Friday November 26, 2021 at the Wynn Golf Club in Las Vegas, Nevada (“The Match”), along with a \$2,000 prepaid travel voucher which may be used for standard transportation and lodging to and from The Match.** NO OTHER TRAVEL, TRANSPORTATION, ACCOMMODATIONS, MEALS, OR OTHER EXPENSES ARE INCLUDED WITH THE PRIZE. The Prize will be presented to the winner by electronic delivery to the winner’s email address (as provided in winner’s entry application), and winner’s name may also be included on the VIP List at The Match event entrance. The maximum approximate retail value (“ARV”) for the prize awarded is Seven Thousand Dollars (\$7,000). **Odds of winning depend on the number of eligible entries received during the Sweepstakes Period.** Standard rules, terms, and conditions of Wynn Resorts, Wynn Golf Club, and VIP Event Tickets will apply to the redemption and use of the prize. See additional requirements below.

6. **Prize Conditions & Restrictions:** In the event a potential winner was ineligible to participate or unable to meet the requirements as stated in these Official Rules, Sponsor reserves the right, at its sole discretion, to select another eligible winner to receive the prize as

described above. No replacement, consolation, or substitute prize will be offered to any potential winner in the event he/she fails to adhere to these prize requirements and subsequently forfeits the prize. In addition, to receive the prize, entrant must be in compliance with these Official Rules, as well as the standard website terms of use and privacy policies of NFT Genius Inc. and Google Forms, as solely determined by Sponsor. This includes fulfillment of all necessary documentation provided or requested by Sponsor as a condition to receiving the prize. **ALL FEDERAL, STATE, AND LOCAL TAXES ARE SOLELY THE RESPONSIBILITY OF THE WINNER.** Any difference between the stated estimated value of the prize and its actual value will not be awarded. Winner agrees to accept prize "as is." Prize is nonrefundable and nontransferable. Sponsor is not required to (but may, at its sole discretion) offer substitutions, a cash redemption or alternative to the prize awarded under this Sweepstakes. Sponsor reserves the right to substitute a prize of equal or greater value in the event the prize is unavailable. The prize awarded is subject to the restrictions and limitations noted in these Official Rules, on the prize or included with the prize.

**7. General Entry Rules:** Any individual or entrant who attempts or otherwise encourages, directly or indirectly, entry under multiple identities or for a proxy individual, and/or uses multiple computers, multiple accounts, multiple Internet Protocol addresses, so-called "proxy servers," or any software program to manipulate or create multiple entries, or uses any other device, method, or artifice to enter or encourage, directly or indirectly, multiple or false entries, as determined by the Sponsor, will be disqualified and ineligible to win. Sponsor, at its sole discretion, reserves the right to review and investigate all entries and to take any and all measures it deems necessary to ensure a fair Sweepstakes. Mutilated, lost, illegible, corrupted, or incomplete entries that do not conform to these Official Rules will be deemed ineligible, disqualified, null, and void.

In the event of a dispute, entry information will be declared made by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned an email address by the Internet Service Provider, entity, or organization that is providing the email account/address.

Sponsor and each of its respective parent, subsidiaries, affiliates, successors, and assigns, advertising and promotion agencies, suppliers, printers, and distributors, and their respective officers, directors, employees, representatives and agents and any other person or entity related in any way to this Sweepstakes (collectively, the "Sweepstakes Promoters"), are not responsible for circumstances that may limit or otherwise restrict the ability to participate, including, but not limited to: (i) late, incomplete, garbled, or mutilated entries; technical, hardware, or miscellaneous software malfunctions; viruses; network or electronic malfunctions of any kind; (ii) any human error that may occur in winner notification or other Sweepstakes-related communications; (iii) or for any printing errors in these Official Rules. If a printing, electronic, or other error results in more prizes being claimed than the number stated in these Official Rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available. No more than the advertised number of prizes will be awarded.

If for any reason the Sweepstakes cannot be conducted as described in these Official Rules (including infection by computer virus, bugs, worms, tampering, hacking, unauthorized intervention, fraud, technical failures, or any other cause beyond the reasonable control of Sweepstakes Promoters that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes), then, in such an event, Sponsor shall have the right, at its sole discretion, to cancel, terminate, modify or suspend this Sweepstakes and select the winner from entries received prior to the action taken, or as otherwise deemed fair and appropriate by Sponsor. **SPONSOR RESERVES THE RIGHT TO PROSECUTE ANY FRAUDULENT ENTRIES TO THE FULLEST EXTENT OF THE LAW.** At Sponsor's sole discretion, entrants and/or winner(s) who do not comply with these Official Rules or otherwise attempt to interfere with this Sweepstakes in any way may be disqualified.

#### **ALL DECISIONS BY SPONSOR ARE FINAL.**

**8. Release and Indemnification:** By entering this Sweepstakes, you agree to be bound by these Official Rules and the decisions of Sponsor which shall be final for all purposes hereunder, and you also agree that: (i) Sponsor, its parent, subsidiaries, affiliates, successors and assigns, and advertising /promotion agencies may use, edit, and alter their names, likenesses, images, photographs, voices, cities/states of residence and biographical information and the prize, for advertising, trade and promotion in any media or format now or hereafter known, including on the Internet, including, but not limited to, social media applications, or via wireless application protocol, without further compensation, permission or notification, except where prohibited by law; (ii) you assume liability for, and all risks of, any and all injuries (including without limitation, personal injury or death) or damages caused, or claimed to be caused, by participating in the Sweepstakes or any prizes thereof, and that you, your heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns, hereby unconditionally and irrevocably release, indemnify, forever discharge and hold the Sweepstakes Promoters harmless from and against any and all claims, demands, liens, agreements, suits, costs, attorneys' fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, suspected or unsuspected, and whether or not concealed or hidden inclusive of any claims for damage to property, personal injury, illness, mental illness, or death, or claims based on defamation, rights of privacy, intellectual property rights, and rights of publicity in any way arising directly or indirectly out of the entrants' participation in the Sweepstakes and/or prizes.

Entrants hereby waive application of California Civil Code Section 1542 which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

Entrants expressly waive the provisions of Section 1542 of the California Civil Code as well as any other statutes, rules, laws, ordinances, or common law principles or other authority of similar effect of any jurisdiction, and further waive any right to invoke said provisions now or in the future with regard to the Sweepstakes. Entrants and the winner further acknowledge and agree that this waiver is an essential and material term of these Official Rules and the Sweepstakes.

Winner agrees to complete and sign an Affidavit of Eligibility and Publicity/Liability Release (to the extent allowed under applicable law) and other documents as determined by Sponsor in its sole discretion; and return the aforementioned materials to Sponsor or Sponsor’s representatives or prize may be forfeited and awarded to an alternate.

**9. GOVERNING LAW:** EXCEPT TO THE EXTENT PRE-EMPTED BY FEDERAL OR OTHER APPLICABLE STATE LAW, THE SWEEPSTAKES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISIONS THEREOF. **BY ENTERING, ENTRANTS VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL.** THE PREVAILING PARTY IN ANY LEGAL ACTION SHALL BE ENTITLED TO AN AWARD OF ITS REASONABLE ATTORNEYS’ FEES AND ACTUAL COSTS INCURRED IN SUCH ACTION. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL ENTRANTS BE PERMITTED TO OBTAIN AWARDS FOR, AND THEY HEREBY WAIVE, ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES (I.E. COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES), AND THEY FURTHER WAIVE ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

**10. Winner’s List and Official Rules:** You may request the name of the winner by sending a self-addressed, stamped envelope by February 1, 2022 to NFT Genius Inc., 22431 Antonio Parkway B160-458, Coto De Caza, CA 92679 Attn: Sweepstakes. During the Sweepstakes Period, Official Rules requests may be sent to the aforementioned address. Rules requests must include a self-addressed, stamped envelope.

**11. Use of Personal Information:** By participating in this Sweepstakes and supplying personally identifiable information to Sponsor, including your first and last name, email address, phone number, mailing address, and date of birth, you understand and agree that any personally identifiable information that you provide will be collected by Sponsor and used by Sponsor and its parent, affiliates, agents, successors, and assigns in accordance with Sponsor’s privacy policy (available at this link: <https://ongaia.com/privacy-policy>).

**12. Your Consent to Email and Electronic Communications:** By supplying Sponsor with your email address and other contact information for online entry into this Sweepstakes, you are initiating communication by electronic means and hereby consent to receive Sponsor’s emails and other electronic communications, notices, messages, and information about the Sweepstakes (if any). You also have the option to opt-in and agree to receive advertisement emails and electronic communications about related services and products from the Sponsor. You will have the opportunity to opt-out or unsubscribe from receiving emails and electronic communication from the Sponsor by following hyperlinked opt-out/unsubscribe instructions included in (usually at the bottom of) each communication.

**13. Sponsor & Promoter:** This Sweepstake’s sponsor and promoter is: NFT Genius Inc., 22431 Antonio Parkway B160-458, Coto De Caza, CA 92679. **DISCLAIMERS:** This Sweepstakes is NOT sponsored by Bryson DeChambeau, Wynn Resorts, Wynn Golf Club. Also, this Sweepstakes is not sponsored, promoted, endorsed, administered by or associated with any social media advertisement platform including Google, Facebook, Instagram, Twitter, Twitch, or any of their affiliates. By participating in this Sweepstakes, you hereby release and waiver any claims against Bryson DeChambeau, Wynn Resorts, Wynn Golf Club, Google, Facebook, Instagram, Twitter, and Twitch from any and all liability arising from this Sweepstakes or your participation in this Sweepstakes.

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