



NEAR COMMUNITY EVENTS

TERMS AND CONDITIONS

These NEAR Community Events Terms and Conditions (which incorporate any other terms and conditions imposed by the Foundation from time to time in respect of the Event (as defined below)) (the “**Terms**”) describe the terms and conditions on which NEAR Stiftung (NEAR Foundation) (“**Foundation**”, “**we**”, “**us**” or “**our**”) offers you (“**you**” or “**Participant**”) the opportunity to participate in a NEAR-related (as defined below) community event hosted by the Foundation (either solely or jointly with a third party) such as (without limitation) a quiz, “ask me anything” (AMA), contest, competition, conference call, or Twitter Space, further details of which may be communicated by the Foundation from time to time (the “**Event**”).

The Terms govern your participation in the Event, grants certain rights to us and constitutes a legally binding agreement between you and the Foundation. By participating in the Event, you agree (i) to be unconditionally bound by the Terms and (ii) that all decisions related to the Event that are made pursuant to these Terms are final and binding, and that all such decisions are at the sole discretion of the Foundation. If you don’t agree to be bound by the Terms, you may not participate in the Event.

BACKGROUND

NEAR is a sharded, developer-friendly, proof-of-stake, layer one blockchain (“**NEAR Protocol**”), and a “blockchain operating system” that is a common layer for browsing and interacting with the “open web” (compatible with any blockchain) (together, “**NEAR**”). The Foundation aims to support the development, use and growth of NEAR and the NEAR Ecosystem (as defined below), and the Foundation is holding the Event to progress these goals. The Terms apply to your participation in the Event.

TERMS AND CONDITIONS

1. Definitions

In the Terms, the following definitions shall apply:

“**Affiliate**” means, in relation to the Foundation, any entity that directly or indirectly controls, is controlled by, or is under common control with the Foundation from time to time;

“**Code of Conduct**” means the code of conduct that you must observe in relation to the Event, as set out in Clause 16, and including any other code of conduct requirements that the Foundation may notify you of from time to time;

“**Confidential Information**” means: (i) any information, materials or knowledge regarding the Foundation and its business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to you or to which you have access in connection with participating in the Event and (iii) the terms and conditions of the Terms. Confidential Information will not include any information that: (a) is or becomes part of the public domain through no fault of you; (b) was rightfully in your possession at the time of

disclosure, without restriction as to use or disclosure; or (c) you rightfully receive from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure;

“Event Rules” means any rules that the Foundation may impose in respect of the Event from time to time (including, without limitation, regarding the availability and determination of rewards in accordance with Clause 4);

“Foundation Materials” means any materials, information or content provided by the Foundation to you in connection with the Event;

“Intellectual Property Rights” means patent rights (including patent applications and disclosures), copyrights, trademarks, trade secret rights, and any other intangible property rights recognized in any country or jurisdiction in the world;

“NEAR Ecosystem” means NEAR’s ecosystem, comprised of the projects and applications that have been or are being developed and/or built on, or are running on, NEAR and their respective communities, contributors and developers;

“NEAR Token” means the native utility token of the NEAR Protocol;

“Participant Materials” means any materials, information or content:

- a) provided by you to the Foundation in connection with the Event;
- b) shared or published by you in connection with the Event (including, without limitation, on social media);
- c) provided by you to the Foundation in connection with any Reward Agreement (including, without limitation, as part of any agreed deliverables); and
- d) delivered or presented by you at the Event (including, without limitation, the content of any of your speech at the Event, along with any accompanying materials such as text, hand-outs, images, infographics, and powerpoint slides);

“Privacy Policy” means the Foundation’s privacy policy, located at <https://near.org/> and as may be updated from time to time; and

“Reward Agreement” has the meaning given to it in Clause 4.2.

2. Participation Requirements

You shall at all times in respect of the Event:

- 2.1. act in good faith and in accordance with:
 - 2.1.1. any Event Rules;
 - 2.1.2. the Code of Conduct;
 - 2.1.3. all applicable laws, statutes and regulations; and
 - 2.1.4. any instructions or requests issued by the Foundation;
- 2.2. prepare, provide, share, publish, deliver and/or present any Participant Materials, and generally conduct yourself, with reasonable care and skill;
- 2.3. not do, say, provide, share, publish, deliver and/or present anything (including any Participant Materials) that:
 - 2.3.1. is prejudicial to the image or reputation of the Foundation, NEAR, or the NEAR ecosystem, or that the Foundation would in good faith consider to be offensive or otherwise inappropriate; or
 - 2.3.2. relates to the price or value of the NEAR Token, or otherwise advocates for or refers to the NEAR Token as an investment; and
- 2.4. ensure that you share, publish, deliver and/or present any Participant Materials for educational purposes only and that nothing in any Participant Materials shall be construed or relied upon as investment or financial advice.

3. Content Standards

These content standards apply to any and all Participant Materials in connection with the Event. Participant Materials must not:

- 3.1. contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- 3.2. promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- 3.3. infringe any Intellectual Property Rights or any other rights of any other person;
- 3.4. violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and the Privacy Policy;
- 3.5. be likely to deceive any person;
- 3.6. promote any illegal activity, or advocate, promote, or assist any unlawful act;

- 3.7. cause annoyance, inconvenience, or needless anxiety to, or be likely to upset, embarrass, alarm, or annoy, any other person;
- 3.8. impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- 3.9. involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising; or
- 3.10. give the impression that they emanate from or are endorsed by the Foundation or any of its Affiliates, or any other person or entity, if this is not the case.

4. Rewards

- 4.1. The Foundation may, at its own unfettered and sole discretion, decide to make available rewards, benefits, or perks to participants of the Event in respect of their participation in the Event ("**Rewards**"). Rewards can come in many forms and may include (without limitation) the grant of any cryptographical coin, token or currency (including, without limitation, NEAR Tokens and non-fungible tokens (NFTs)) (together, "**Tokens**"), and the creation of a cryptocurrency wallet for Event participants (for example, to receive any Tokens as part of the Event, such as a NFT raffle ticket).
- 4.2. The Foundation has sole, unfettered discretion to determine the basis and scope of any Rewards, including (without limitation) the eligibility criteria, the value and form of the Rewards, the selection of recipients of the Rewards, and the process for claiming Rewards. The Foundation may issue Event Rules setting out (in whole or in part) the basis for issuing any Rewards, which shall be indicative only and not binding on the Foundation. The Foundation may also require you to enter into an additional agreement with the Foundation governing your receipt of any Reward, in which case such agreement shall form part of these Terms ("**Reward Agreement**").
- 4.3. If the Foundation preliminarily selects you to receive a Reward, the Foundation reserves the right to conduct due diligence in respect of you as it sees fit (including, without limitation, conducting "Know Your Client" (KYC), "Know Your Business" (KYB), anti-money laundering (AML), and/or sanctions, checks) ("**Due Diligence**") and to make your receipt of a Reward subject to the Due Diligence being completed to the Foundation's satisfaction. You agree to cooperate with the Foundation in respect of any the Due Diligence.
- 4.4. If you receive a Reward, you agree, warrant and represent that:
 - 4.4.1. neither you nor any immediate family member is employed by the Foundation or any of its Affiliates;
 - 4.4.2. payment to you, or receipt by you, of the Reward shall not violate any applicable laws; and
 - 4.4.3. you are solely responsible to report and pay any income or other taxes that apply to your receipt of a Reward.
- 4.5. If any Reward (in whole or in part) you receive is comprised of any Tokens, the Foundation gives no representation, warranty or assurance as to:
 - 4.5.1. the accuracy or completeness of the information set out in any white paper or similar documentation regarding the NEAR Protocol;
 - 4.5.2. the liabilities and obligations that holders of Tokens may incur as a result of holding Tokens;
 - 4.5.3. the value, utility and/or fungibility of the Tokens;
 - 4.5.4. whether the Tokens constitute any proprietary right;

- 4.5.5. whether the Tokens are the subject of or protected by any Intellectual Property Rights or as to the ownership of any Intellectual Property Rights that do subsist in the Tokens;
 - 4.5.6. the fitness of the Tokens or of the NEAR Protocol for a particular purpose;
 - 4.5.7. whether the Tokens are or are not securities or other regulated investments in any jurisdiction;
 - 4.5.8. whether the provision of Tokens to you is allowed under applicable securities and other laws; or
 - 4.5.9. the success of the NEAR Protocol.
- 4.6. If any Reward (in whole or in part) you receive is comprised of Tokens, you expressly acknowledge that:
- 4.6.1. the Foundation is not liable for any loss of funds or any other loss or damage arising out of or in connection with:
 - 4.6.1.1. events outside of its control and/or
 - 4.6.1.2. the provision of incorrect information by you (including, without limitation, an incorrect address for the NEAR Wallet (as defined below)); and
 - 4.6.2. you understand the risks involved in the development of the NEAR Protocol, including, without limitation that:
 - 4.6.2.1. the technology associated with the NEAR Protocol may not function as intended;
 - 4.6.2.2. the NEAR Protocol may be defective;
 - 4.6.2.3. the NEAR Protocol may fail to attract sufficient interest from users;
 - 4.6.2.4. the Foundation may be subject to investigation and punitive actions;
 - 4.6.2.5. the NEAR Protocol and the Foundation are subject to significant legal and regulatory requirements; and
 - 4.6.2.6. there may be risks that are not anticipated.
- 4.7. If any Reward (in whole or in part) you receive is comprised of Tokens, you warrant that you shall receive such Tokens:
- 4.7.1. solely for your own benefit and account;
 - 4.7.2. for the purposes of personal use and utilization on the NEAR Protocol;
 - 4.7.3. not for any speculative purpose;
 - 4.7.4. not with an expectation of profit, and

- 4.7.5. not with a view to or to resale or otherwise distribute such Tokens, whether in exchange for any digital asset, currency, security or otherwise.
- 4.8. In relation to any financial element of a Reward (for example, any reward of fiat currency or Tokens), unless notified otherwise, the Foundation will require you to issue an invoice in respect of that element of the Reward in accordance with the Foundation's instructions (to be provided at the relevant time) before the Reward can be paid out ("**Invoice**").
- 4.9. Within 180 days of being informed by the Foundation (either privately or publicly) that you have been preliminarily selected to receive a Reward, you must in respect of that Reward: (i) enter into a Reward Agreement; (ii) complete the Due Diligence; and (iii) issue the Invoice (in each case, if and as required by these Terms). If you fail to comply with this Clause 4.9, you will permanently lose any claim to the Reward, unless the Foundation decides otherwise at its absolute discretion. This Clause 4.9 is included to ensure that Rewards are processed in a timely manner.
- 4.10. If a Reward (in whole or in part) is subject to currency conversion, unless determined otherwise by the Foundation, the Foundation shall use reasonable efforts to calculate the conversion based on the closing spot exchange rate for the relevant currency pair as made available on CoinMarketCap (<https://coinmarketcap.com>) or any similar price-tracking website applicable on:
- 4.10.1. the date of the invoice for the Reward, if the invoice is submitted within 30 days of you complying with Clause 4.9 ("**Relevant Date**"); or
- 4.10.2. the 30th day after the Relevant Date, if the invoice is submitted 30 days after the Relevant Date,
- subject to (where applicable) any discount or premium agreed by the Parties in writing in exchange for the lock-up of NEAR Tokens.
- 4.11. The Tokens component of any Reward you receive shall be allocated to the NEAR Wallet address provided to the Foundation by you in writing for the purposes of accessing the allocation of the Tokens (the "**NEAR Address**"). You acknowledge that the NEAR Address must be accessible through a private key that only you hold. This implies that:
- 4.11.1. the NEAR Address may not be an address related to a hosted wallet such as a wallet related to an exchange account; and
- 4.11.2. if the NEAR Address is not accessible through a private key or if the private key to the NEAR Addresses is lost or shared, this will lead to loss of a Reward. You understand that it is not possible to amend the NEAR Address once the NEAR Protocol transaction has been initiated by the Foundation, and therefore, waives the Foundation of any responsibilities regarding a loss of a Reward if you provide a NEAR Address that does not meet the above requirements or is a defective address.
- 4.12. If, as part of the Event, or otherwise as a Reward, a cryptocurrency wallet is created by you or on your behalf ("**Relevant Wallet**"), you acknowledge and agree that:

- 4.12.1. the Foundation does not provide any wallet-creation service and, as such, the Relevant Wallet is created using a third-party service which is not owned, operated, or controlled by the Foundation (“**Wallet Service**”);
- 4.12.2. creating a cryptocurrency wallet involves certain inherent risks, including (but not limited to) the risk of loss of access to cryptocurrency holdings, potential security breaches, and the risk of unauthorized access to the wallet. You are solely responsible for safeguarding the security credentials, recovery phrases, and any other information related to the Relevant Wallet;
- 4.12.3. the Foundation shall have no liability whatsoever, howsoever arising, for any liability issues, losses, or damages related to the Relevant Wallet or the Wallet Service or use of the same; and
- 4.12.4. the Foundation makes no warranties or representations whatsoever in respect of the Relevant Wallet or the Wallet Service (including, without limitation, regarding reliability, security, or availability).

5. Marketing and Promotion

- 5.1. If you issue any press release or similar public announcement in connection with the Event (including, without limitation, details of the Event and the Terms), such press release or public announcement shall comply with the content requirements set out in Clause 3.
- 5.2. The Foundation may, but is not required to, make public your participation in the Event and/or receipt of a Reward, including (without limitation) for advertising or promotional purposes. Upon request by the Foundation, you shall provide to the Foundation any information or content reasonably requested by the Foundation for inclusion in such publications. You may elect to no longer participate in or publish contribution information by giving written notice to the Foundation, in which case the Foundation will cease use of your name and attribution information in new publicity, but will not be required to recall or revise past press releases or other materials.

6. Representations and Warranties

- 6.1. You represent and warrant that at all relevant times:
 - 6.1.1. you have authority to enter into the Terms, participate in the Event and (if applicable) receive a Reward (including, without limitation, that you are of legal age in your jurisdiction to enter into the Terms and participate in the Event);
 - 6.1.2. the information submitted to the Foundation in connection with your participation in the Event is accurate, complete, true and not misleading or deceptive; and
 - 6.1.3. the Participant Materials do not:
 - 6.1.3.1. infringe upon, violate or misappropriate any right of any third party (including, without limitation, any Intellectual Property Right, right of privacy or publicity, or any other proprietary right);

- 6.1.3.2. contain any illegal or defamatory materials or otherwise violate the content standards set out in Clause 3; or
 - 6.1.3.3. violate any law or regulation.
- 6.2. THE FOUNDATION DOES NOT PROVIDE ANY WARRANTY OR REPRESENTATION (WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE) OF ANY KIND IN RESPECT OF THE EVENT, NEAR, THE NEAR ECOSYSTEM, THE FOUNDATION MATERIALS (WHICH ARE PROVIDED ON AS “AS-IS” AND “AS AVAILABLE” BASIS), OR OTHERWISE UNDER OR IN CONNECTION WITH THE TERMS OR THE EVENT.
- 6.3. Representations and Warranties by Participants from the People's Republic of China, excluding Hong Kong Special Administrative Region (SAR), Macau SAR, and Taiwan (“**Mainland China**”):
 - 6.3.1. Participants from Mainland China hereby undertake to fully understand and adhere to any and all applicable laws, regulations, rules, orders, and other regulatory documents within Mainland China concerning cryptocurrencies (referred to in specific documents as virtual currency, electronic currency, etc., including but not limited to Bitcoin, USDT), as well as activities associated with cryptocurrencies. The aforementioned laws, regulations, rules, orders, and other regulatory documents include, but are not limited to, the Notice on the Prevention of Bitcoin Risks issued on December 3, 2013, the Announcement on the Prevention of Risks Associated with Token Issuance and Financing issued on September 4, 2017, the notice issued by the National Development and Reform Commission on September 3, 2021, regarding the regulation of virtual currency mining activities, and the notice issued on September 15, 2021, regarding the further prevention and disposal of risks associated with virtual currency trading speculation. Participants pledge not to contravene the aforementioned laws, regulations, rules, orders, and other regulatory documents during the Event or in any action related to the Event. This includes, but is not limited to, ensuring that Participant Materials do not encompass or reflect activities prohibited by applicable laws, such as token financing, token-to-token exchanges, token-to-fiat or fiat-to-token exchanges, token pricing, cryptocurrency (virtual currency) mining, and gambling.
 - 6.3.2. For the purpose of this Clause, “Participants from Mainland China” shall include, without limitation, any individuals who are either residents, citizens, or otherwise located within Mainland China; entities incorporated, registered, or effectively managed from within Mainland China; and any participant whose activities, irrespective of their geographical location, fall under the regulatory purview of Mainland China laws. This encompasses participants contributing to, accessing, or using NEAR's services and platforms from within Mainland China, and extends to those whose actions, intentionally or unintentionally, involve or affect Mainland China's legal domain.
 - 6.3.3. The provision of Rewards shall not be construed as the Foundation aiding, abetting, or assisting Participants in any activities that may be seen as illegal under the Mainland China laws whether before, during or after the Event. In the

case of Participants found to engage in illegal activities by any jurisdiction, the Foundation reserves the right to remove you from the Event in accordance with Clause 14.2 of NEAR COMMUNITY EVENTS TERMS AND CONDITIONS. Further, the Foundation hereby clarifies that Rewards are not to be construed as investments, fundraising opportunities, or mechanisms supporting cryptocurrency transactions that may contravene the laws of Mainland China, or any other jurisdiction. Participants acknowledge that their engagement with NEAR Community Events and any associated rewards are in full compliance with the legal standards and regulations of their respective jurisdictions, particularly avoiding any activities that could be interpreted as financial transactions or investments under Mainland China's legal framework. The Foundation emphasizes the non-financial, community-building nature of these rewards.

- 6.3.4. If, in accordance with applicable laws, regulations, rules, orders, and other regulatory documents, Participants from Mainland China are not allowed to participate in the Event, the Foundation reserve the right to remove you from the Event in accordance with Clause 14.2 of NEAR COMMUNITY EVENTS TERMS AND CONDITIONS.
- 6.3.5. Participants shall understand that cryptocurrencies (virtual currencies) do not hold legal tender status in China. In cases where any Tokens are provided as rewards, Participants shall not anticipate them possessing fungible, store of value, or other currency-like properties.
- 6.3.6. Without prejudice to Clause 8.1 of NEAR COMMUNITY EVENTS TERMS AND CONDITIONS, Rewards do not constitute any consideration for the grant of intellectual property rights under Clause 8.1. Participants must unconditionally comply with Clause 8.1 of NEAR COMMUNITY EVENTS TERMS AND CONDITIONS.
- 6.3.7. If any of the services provided by Foundation are restricted by the applicable law, Foundation will not guarantee to offer you such services.

7. Other

- 7.1. The Terms do not create an agent and principal or an employer and employee partnership, joint venture, or any other relationship except that of independent contractors between you and the Foundation.
- 7.2. You are obliged, neither to offer directly or indirectly advantages of any kind to third parties, nor to accept directly or indirectly gifts or other advantages in connection with the Event, which could be interpreted as bribery or as illegal practice.
- 7.3. The Foundation makes no representation or warranty that you shall profit in any way or derive any benefit from participating in the Event.

8. Intellectual Property

- 8.1. You grant to the Foundation and its Affiliates a non-exclusive, worldwide, perpetual, royalty-free, irrevocable, sublicensable right and license to use, reproduce, distribute, adapt, sell, create derivative works from, display, record, live-stream, publish and/or

transmit your name, likeness, voice, image and/or the Participant Materials solely in connection with the Event and the Foundation's and its Affiliates' business including, without limitation, for advertisement and promotion of NEAR events, products and services, NEAR and/or the NEAR Ecosystem, in any media formats, through any media channels or otherwise.

- 8.2. The Foundation grants to you a non-exclusive, worldwide, royalty-free, non-sublicensable right and license to use the Foundation Materials solely in connection with the Event.
- 8.3. You acknowledge that the Foundation owns or has under license all rights, title and interest in and to NEAR products and services, the Foundation Materials, and the trademarks, trade names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations owned or used under license by the Foundation, including (without limitation) all associated Intellectual Property Rights.
- 8.4. You own all rights, title and interest in and to the Participant Materials, including all associated Intellectual Property Rights.

9. Confidentiality

At all times, during the term of the Event and thereafter, and to the fullest extent permitted by law, you agree to hold all Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except for the purposes of the Event, and not to disclose it to others. You also agree to take all actions reasonably necessary to protect the confidentiality of all Confidential Information.

10. Indemnification

YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE FOUNDATION (AND ITS DIRECTORS, OFFICERS, EMPLOYEES, PARENT, AFFILIATES, SUBSIDIARIES AND AGENTS) AGAINST ANY CLAIMS, ACTIONS PROCEEDINGS, LOSSES, DAMAGES, EXPENSES AND COSTS (INCLUDING WITHOUT LIMITATION COURT COSTS AND REASONABLE LEGAL FEES) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE EVENT, INCLUDING (WITHOUT LIMITATION): ANY CLAIM THAT THE PARTICIPANT MATERIALS INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; ANY CLAIM BY A THIRD PARTY WHICH ARISES OUT OF OR IN CONNECTION WITH ANYTHING THAT YOU DO, SAY, PROVIDE, SHARE, PUBLISH, DELIVER AND/OR PRESENT IN CONNECTION WITH THE EVENT; OR ANY BREACH BY YOU OF ANY PROVISION OF THE TERMS OR ANY EVENT RULES.

11. Liability

11.1. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE A PARTY'S LIABILITY:

- 11.1.1. FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS;
- 11.1.2. FOR FRAUD OR FRAUDULENT MISREPRESENTATION; OR

- 11.1.3. ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.
- 11.2. SUBJECT TO CLAUSE 11.1, YOU ACKNOWLEDGE AND AGREE THAT TO THE EXTENT PERMISSIBLE BY LAW THE FOUNDATION SHALL HAVE NO LIABILITY TO YOU OR ANYONE ELSE FOR ANY LIABILITY HOWSOEVER ARISING (WHETHER IN TORT (INCLUDING FOR NEGLIGENCE) CONTRACT, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE) IN RESPECT OF:
 - 11.2.1. THE EVENT;
 - 11.2.2. ANY ACTION OR OMISSION BY THE FOUNDATION PURSUANT TO THE TERMS OR IN CONNECTION WITH THE EVENT; AND
 - 11.2.3. ANY ACTION, OMISSION, ACTIVITY CONDUCTED, AND/OR REWARD PROVIDED, BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY THAT THE FOUNDATION IS CONDUCTING THE EVENT JOINTLY WITH) IN CONNECTION WITH THE EVENT (IN RESPECT OF WHICH YOU ACKNOWLEDGE THAT THE FOUNDATION HAS NO RESPONSIBILITY AND THAT YOU SHALL REFER TO ANY APPLICABLE TERMS, CONDITIONS AND/OR RULES THAT MAY BE IMPOSED BY SUCH PARTY).
- 11.3. YOUR LIABILITY UNDER THE TERMS IS UNRESTRICTED TO THE EXTENT PERMISSIBLE BY LAW.
- 11.4. The Foundation is not liable for transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of any Participant Materials, any Foundation Materials, any others materials in connection with the Event or the Terms, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by the Foundation on account of technical problems or traffic congestion on the internet or at any website or any combination thereof. The Foundation is also not liable for injury or damage to your computer or any others resulting from downloading any materials in connection with the Event.
- 11.5. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS CLAUSE 11 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF YOUR PARTICIPATION IN THE EVENT.

12. Termination

- 12.1. The term of the Terms commences on the date you begin the Event and continues until the earlier of: (i) the end of the Event or (ii) termination by the Foundation pursuant to Clause 12.2 or 14.2.
- 12.2. The Foundation may, without any liability, terminate the Terms and/or the Event (in whole or in part) at any time with immediate effect by written notice to you.

- 12.3. Upon any termination, discontinuation or cancellation of the Terms all provisions of the Terms which by their nature should survive will survive, including, without limitation: Clause 1 (Definitions), Clause 4 (Rewards), Clause 5 (Marketing and Promotion), Clause 6 (Other), Clause 8 (Intellectual Property), Clause 9 (Confidentiality), Clause 10 (Indemnification), Clause 11 (Liability), Clause 14 (General Conditions) and Clause 15 (Governing Law and Jurisdiction).

13. Personal Information

The personal information submitted by you in connection with your application to join the Event and what you provide to us in connection with your participation in the Event will be used for the purposes described in the Terms and will otherwise be handled in accordance with the Privacy Policy, and you acknowledge and agree to such use.

14. General Conditions

- 14.1. The Foundation reserves the right, in its sole discretion, to cancel, suspend and/or modify the Event (including, without limitation, its content and/or scope) and/or the issue of any Rewards, or any part of it, for any reason, without any liability.
- 14.2. The Foundation reserves the right to remove you from the Event if it finds you to be acting in a manner that is inappropriate, not in the best interests of the Event, or inconsistent with the mission, values and objectives of the Foundation, or to be in violation of the Terms, any Event Rules or any applicable law or regulation. This Agreement shall terminate immediately upon your removal from the Event by the Foundation pursuant to this Clause 14.2.
- 14.3. The terms and conditions are subject to change at any time, including the rights or obligations of the Participant or the Foundation. The Foundation will make the amended terms and conditions available online. To the fullest extent permitted by law, any amendment will become effective at the time that the amended terms and conditions are made available online.
- 14.4. The Terms (including, without limitation and if applicable, any Reward Agreement), any Event Rules, and any other policies of the Foundation referenced in the Terms, constitute the entire agreement between you and the Foundation in respect of the Event.
- 14.5. In the event that any provision in the Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent permitted by law and the remaining provisions will remain in full force and effect to the maximum extent permitted by law.
- 14.6. The Terms, any Event Rules, and the rules, restrictions and policies contained herein, and the Foundation's enforcement thereof, are not intended to confer and do not confer any rights or remedies upon any person other than you and the Foundation.
- 14.7. If you have any questions or comments, or wish to send us any notice regarding the Event, please email us at legal@near.foundation.

15. Links to other websites

- 15.1. The website, forum and/or any promotional material relating to the Event may contain links to other websites. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked website on the Event website does not imply approval or endorsement of the linked website by us. If you decide to leave the Event website and access these third-party sites, you do so at your own risk.

16. Code of Conduct

- 16.1. The Event aims to be an inclusive event for the NEAR community. We are dedicated to providing an accepting environment that provides space for making friends and earning knowledge regardless of gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, age, religion or lack thereof. Harassment of Event participants, hosts, speakers, sponsors and anyone else will not be tolerated in connection with the Event. Event participants violating the Code of Conduct may be sanctioned or excluded from the Event.
- 16.2. To maintain an accepting environment, the Foundation condemns the following behavior in connection with the Event as being wholly unacceptable (this list is not exhaustive):
- 16.2.1. offensive verbal comments related to gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, age and religion;
 - 16.2.2. sexual references/imagery in virtual or physical public spaces/forums;
 - 16.2.3. deliberate intimidation, stalking, or following (whether online or in-person);
 - 16.2.4. harassing photography or recording;
 - 16.2.5. sustained disruption of communications, talks or other events;
 - 16.2.6. where the Event has an in-person element, inappropriate physical contact or invasion of personal space;
 - 16.2.7. unwelcome sexual attention; or
 - 16.2.8. advocating for, or encouraging, any of the above behavior.
- 16.3. If you are subjected to unacceptable behavior, notice that someone else is being subject to unacceptable behavior, notice any other breach of the Code of Conduct, or have any other concerns, please follow these steps:
- 16.3.1. let the person know that what they did is unacceptable and ask them to stop;
 - 16.3.2. that person should immediately stop the behavior;
 - 16.3.3. if that person doesn't comply, please contact Event staff as soon as possible;

- 16.3.4. Event staff will ensure your safety and maintain desired privacy; and
- 16.3.5. Event staff members will take immediate actions against persons violating the Code of Conduct.

17. Governing Law and Jurisdiction

- 17.1. The Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Swiss law, excluding the Swiss conflict of law rules. The application of the United Nations Convention for Contracts for the International Sales of Goods is hereby expressly excluded.
- 17.2. Subject to the remainder of this clause, any dispute, controversy or claim arising out of or in connection with the Terms or the breach, termination, existence, legal competence or invalidity thereof, shall be exclusively settled by the courts of Zug, Switzerland. Nothing in this clause shall limit the right of the Foundation to take any proceedings (including, without limitation, court proceedings or arbitration) against you in any other court or tribunal of competent jurisdiction.

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