

OFFICIAL RULES FOR DISCORD 7th BIRTHDAY SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

VOID WHERE PROHIBITED. UNLESS YOU ARE A RESIDENT OF GREAT BRITAIN, THESE OFFICIAL RULES CONTAIN A CLASS ACTION WAIVER.

PLEASE SEE OUR PRIVACY NOTICE [HERE]

1. Eligibility. Subject to the additional restrictions below, you may enter the Discord Seventh Birthday Sweepstakes (“*Sweepstakes*”) if you are a legal resident of Canada (excluding Quebec), Great Britain, or the US, and are eighteen (18) years of age or older as of the date of entry. Employees or agents of Discord Inc. (“*Discord*”) and its affiliates or business partners involved in the provision of the Sweepstakes (collectively, “*Discord Parties*”), and the members of their immediate families (i.e. parents, children, siblings or spouse) or those persons living in the same household of such individuals, are ineligible to enter or win. Your participation in the Sweepstakes constitutes your agreement to these Official Rules.

2. Sponsor: Discord Inc., 444 De Haro Street, Suite 200, San Francisco, CA 94107, giveaways@discordapp.com, EIN 45-4908598

3. Sweepstakes Term. The Sweepstakes begins on May 13th, 2022 10:00am Pacific Time (PT) Zone and ends on May 13th, 2022 4 P.M Pacific Time (PT) Zone (the “*Sweepstakes Term*”)

4. How To Enter. You may enter the Sweepstakes by reacting to the message in the Townhall Discord Server. ALL ENTRIES MUST COMPLY WITH THESE OFFICIAL RULES, AND BE SUBMITTED DURING THE SWEEPSTAKES TERM, OR THEY WILL BE DISQUALIFIED. YOU MAY ONLY SUBMIT ONE (1) ENTRY PER DAY DURING THE SWEEPSTAKES TERM.

You may also enter the Sweepstakes without reacting to the message in the Townhall Discord Server by emailing giveaways@discordapp.com with an email that includes the phrase “Enter me into Discord’s 7th Birthday sweepstakes.” If you submit more than one entry in a day using the same account, only the first entry for that day will be considered, and all subsequent entries for that day will be disqualified. Your entry must not: (i) violate any applicable law or regulation; (ii) violate any third-party rights, including copyrights, trademark rights, moral rights, or rights of privacy and publicity; (iii) contain disparaging or defamatory statements; (iv) include threats to any person, place, business, or group; (v) be obscene, offensive, or indecent; (vi) depict any risky behavior; (vii) contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and/or (viii) contain unauthorized third-party trademarks or logos (collectively, the “*Content Restrictions*”). Your Submission must comply with the Discord terms of use.

All of your entries will be disqualified if: (i) any of your entries violates any of the Content Restrictions; (ii) you attempt to use more than one Discord account to submit entries to the Sweepstakes; or (iii) you attempt to cheat, tamper with the systems or services used to operate the Sweepstakes, or otherwise interfere with or undermine the legitimate operation of the Sweepstakes. If Discord does not receive your entry for any reason outside of Discord’s control, your entry will be disqualified. **You must obtain the consent of any individual other than yourself whose personal information you include in any submission you post.**

5. Prizes & Approximate Retail Value. A total of five-hundred prizes will be awarded to winners selected at random, with a total approximate retail value (“*ARV*”) of US\$5,000 as described below. Each entrant may win one (1) prize only, so if there are not enough eligible entries, not all prizes will be awarded.

· GRAND PRIZE: Five Hundred (500) grand prizes will be awarded, consisting of a one month subscription to Discord Nitro each prize is valued at \$10.00USD . ·

The potential winners will be notified via the Discord email account they used to submit their entry on or about May 15th, 2022 and must respond to the notification attempt within three (3) days of when it was sent. To receive a prize, a potential winner must: (i) submit all information that Discord requires to deliver them their prize and comply with applicable laws; and (ii) acknowledge that Discord may disclose their name and country to third parties because certain laws require Discord to do so to demonstrate the fairness of these Sweepstakes. Canadian residents must answer a skill-testing question before a prize will be awarded. Unless Discord is satisfied that a potential winner is eligible to win a prize, every potential winner must sign and return to Discord an affidavit of eligibility. An affidavit of eligibility is a document in which the signatory legally declares that they are eligible to win the prize based on these Official Rules. If Discord asks a potential winner to sign and return to Discord an affidavit of eligibility, they must do so within thirty (30) days of the date the affidavit is sent to claim their prize. If a potential winner cannot be contacted or fails to return the affidavit of eligibility within the required time period, the potential winner forfeits the prize. Discord will cover the costs of shipping prizes to winners. In the event that a potential winner is disqualified because they failed to comply with these Official Rules, or declines a prize for any reason prior to award, Discord will award the applicable prize to an alternate winner by random drawing held by Discord from among all remaining eligible entries received during the Sweepstakes Term. Discord will conduct these alternative random drawings for each prize until the prize is claimed. Winners are solely responsible for any taxes or reporting obligations resulting from the prizes. Prizes are not transferable. No substitutions or exchanges of any prize (including for cash) will be permitted. Any difference between the stated ARV and actual value of a prize will not be awarded.

6. Odds. The odds of winning a prize is equal to the number of Sweepstakes prizes divided by the total number of entries to the Sweepstakes.

7. Limitation of Liability. This Section does not apply to you if you reside in Great Britain. You agree that Discord Parties, and their respective affiliates, suppliers, employees and agents (collectively, the “**Released Parties**”), shall not be responsible or liable for any losses, damages or injuries of any kind resulting from your participation in the Sweepstakes or any Sweepstakes-related activity, unless occasioned by their negligence or willful misconduct.

8. Indemnification. This Section does not apply to you if you reside in Great Britain. By participating in the Sweepstakes and/or accepting any prize that may be awarded, to the maximum extent permitted by law, you agree to fully indemnify each Released Party from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any breach by you of these Official Rules or any misrepresentation made by you in connection with the Sweepstakes.

9. Uncontrollable Events. In the event the operation or integrity of the Sweepstakes are compromised by an event beyond Discord’s reasonable control and which were unforeseeable before the Sweepstakes began, Discord may suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Discord may award prizes based on the entries received before the termination date.

10. Disputes. If you reside in Great Britain, the laws of the country you reside in will govern these Official Rules and any dispute, claim or cause of action (“**Claim**”) that arises between you and Discord, and you may initiate Claims before the courts of your country of residence. If you do not reside in Great Britain, the following clauses shall apply to you. The laws of the State of California, excluding its choice of law provisions, will govern these Official Rules and any Claim that arises between you and Discord.

11. Class Action Waiver. This Section does not apply to you if you reside in Great Britain. Any Claim must be brought in the respective party’s individual capacity, and not as a plaintiff or class member in any

purported class, collective, representative, multiple plaintiff, or similar proceeding (“***Class Action***”). The parties expressly waive any ability to maintain any Class Action in any forum. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction. If for any reason a Claim proceeds in court, you and Discord each waive any right to a jury trial.

12. Construction. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Discord’s failure to enforce any of these Official Rules shall not constitute a waiver of that provision.

13. Winner List. Discord takes commercially reasonable steps to comply with laws that apply to the Sweepstakes, including laws in Great Britain, the U.S. and elsewhere that require Discord to demonstrate the fairness of these Sweepstakes. As such, in accordance with applicable laws, Discord will make available to you a copy of the name and country of the winner(s) and/or a copy of these Official Rules, for one month after the Sweepstakes Term, if you send a self-addressed, stamped envelope to: Discord Inc., Attn: “Winner List/Official Rules” for Discord’s 7th Birthday Sweepstakes, 444 De Haro Street, Suite 200, San Francisco, CA 94107. (Residents of Vermont need not supply postage).