

KOI MEME COMPETITION

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

OPEN ONLY TO INDIVIDUALS WHO ARE OVER THE AGE OF MAJORITY IN THEIR RESIDENT JURISDICTION AS OF THE DATE OF SUBMISSION. NOT OPEN TO RESIDENTS OF THE UNITED STATES. BY ENTERING THIS CONTEST, YOU REPRESENT THAT YOU SATISFY ALL OF THE ELIGIBILITY REQUIREMENTS IN RULE 2 BELOW AND YOU ARE DEEMED TO HAVE READ AND TO AGREE TO BE BOUND UNCONDITIONALLY BY THESE OFFICIAL RULES. VOID WHERE PROHIBITED BY LAW.

*This Contest is sponsored by Koi Labs Inc., a corporation organized under the federal laws of Canada (the “**Sponsor**”) and is open to any Entrant (as defined below) who has entered a Submission. Any violation of these Rules may, at Sponsor’s discretion, result in disqualification. All decisions of the Sponsor or judges regarding this Contest are final and binding in all respects.*

1. **PROMOTION PERIOD.** Promotion begins 12:00p [Eastern Time] on Friday June the 7th 2021 and ends at 3pm [Eastern Time] on Friday June the 11th 2021 , when all entries must be received (the “**Promotion Period**”). To enter:
 1. register an image on koi.rocks;
 2. tweet the URL of the image on your Twitter account, and include the tag @open_koi in the tweet;

Not all entries will be acknowledged.

2. **ELIGIBILITY.** You are ineligible to participate in this Promotion if you fall into one of the following categories:

- a. anyone below the age of 18 at the date of entry
 - b. officers, directors, members, and employees and immediate family members of the Sponsor, the judging organization (if applicable), or any other party associated with the development or administration of this Promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals;
 - c. residents of the United States;
4. an entry with an account that is not following @open_koi on twitter at the Selection Date as defined below;
 5. individuals who are not connected to “**The Koi Pond Official**” Telegram group found at https://t.me/joinchat/OEHs_8T9-8ZhZmU5 or the “**Koi Discord**” discord server accessible at <https://discord.gg/KZKH83vz>.
 6. anyone who fails to comply with these Official Rules or otherwise tampers with the entry process (eg. signing up twice under different names or aliases to increase chances of being selected).

At any time, Sponsor will have the right to request from any individual who has participated in this Promotion by submitting an entry (each an “**Entrant**”) proof of identity and/or eligibility to participate. Failure to provide proof within a reasonable time or the provision of false or misleading information could result in the Entrant’s disqualification. Sponsor reserves the right to disqualify any Entrants who, in Sponsor’s sole discretion, do not comply with these Official Rules or who otherwise tamper with the entry process.

3. **WINNER SELECTION AND NOTIFICATION.** Winner selection will be conducted in two rounds. The first round consists of a judge selected by the Sponsor choosing the top three entrants from all eligible entries on or about June 11th 2021 (the “**Selection Date**”). The second round will be decided based on popular vote by polling The Koi Pond Official and the Koi Discord community members, with a potential winner being determined by who gets the most votes. Any potential winner will be notified by Telegram to the address provided on the entry. If a potential winner: (i) cannot be contacted; (ii) does not respond within five (5) days from the date the Sponsor first tries to notify them; (iii) fails to return the Release as specified in Rule 5; (iv) refuses the Prize (as defined in Rule 4); and/or (v) the Prize or prize notification is returned as undelivered, such potential winner forfeits all rights to win the Promotion or receive the Prize, and an alternate potential winner may be selected. Sponsor is not responsible for any change in an Entrant’s Telegram address or for any failure whatsoever of Entrant to receive Sponsor’s notification or for Sponsor to receive a selected Entrant’s response. Upon contacting a potential winner and

determining that he/she has met all eligibility requirements of the Promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared the “winner” of the Promotion.

For Canadian Residents Only:

<i>Before being declared the winner, a selected Entrant must first correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill testing question to be administered by Sponsor or its representative by phone.</i>

4. **PRIZES.** There will be one (1) winner per Promotion. The prize is 100 digital cryptographic tokens usable on the Sponsor’s test-net only (“**KOI**”), which will be transferred to a digital wallet address (“**Wallet**”) of the winner’s choice (“**Prize**”). The Sponsor makes no representations or guarantees as to the fiat currency value, if any, of the Prize. In the event of a public offering by the Sponsor or any affiliated entity of KOI, or the transfer of test-net KOI to a live exchange (a “**Token Generation Event**”), the Sponsor will convert the testnet KOI into tokens operating on the protocol launched in the Token Generation Event. The Entrants acknowledge that the KOI may at no point have value in fiat or crypto currencies, and that a Token Generation Event may never occur. No Prize or any portion thereof is transferable or redeemable for cash. No substitutions may be made for the Prize except by Sponsor, in which case a prize, of equal or greater value in the sole opinion of the Sponsor, will be substituted. All federal, provincial, state or other taxes that may apply due to the receipt of a prize are the sole responsibility of the individual who receives that prize. The Prize will be delivered to the winner by a transfer to the Wallet provided by the winner; the specific delivery method will be determined by Sponsor in its sole discretion. Sponsor shall not be responsible for any failure by the winner in facilitating the transfer to their Wallet or for any damage to the Prize after it is given to such service or if factors beyond Sponsor’s reasonable control prevent the Prize from being fulfilled/awarded.

5. **RELEASE.** Before being declared the winner, the selected Entrant will be required to sign a declaration of eligibility and release form (the “**Release**”) indicating that the selected Entrant: (a) has complied and agrees to comply with these Official Rules; (b) accepts the Prize as offered; (c) will keep their winning notification confidential until notified by Sponsor; (d) releases Sponsor, its agents, employees, contractors and any other parties to be added to the Release in Sponsor’s sole discretion (the “**Released Parties**”) from any and all liability arising from their participation in the Promotion or their acceptance, use, misuse or awarding of the Prize; (e) indemnifies the Released Parties

from any and all losses that Sponsor may incur arising out of any act or omission by him/her in connection with the Promotion or the Prize; and (f) except where prohibited by law, acknowledges Sponsor's and its authorized representatives' right to publish and/or broadcast the winner's name and/or statements without further compensation other than the Prize offered. The wording of the Release will be determined by Sponsor, in its sole discretion. Sponsor may also add such other terms and conditions to the Release as Sponsor, in its sole discretion, may deem necessary. The selected Entrant must return the Release by the date indicated on the document. If the Release is not returned on time or is returned as non-deliverable, or if the selected Entrant is Canadian and fails to answer the skill-testing question correctly or is disqualified for any other reason, the Prize will be forfeited and another Entrant will be randomly selected from the remaining eligible entries until the Prize is successfully awarded.

6. **DISCLAIMERS.** Sponsor assumes no responsibility for and under no circumstances will Sponsor, its agents, employees, contractors and assigns be liable to any person or business entity for any direct, indirect, special, incidental, consequential or other damages based on any Entrant's participation in the Promotion, including for: (i) entries which are incomplete, unintelligible, lost, late or misdirected; (ii) technical failures of any kind, including but not limited to failure of the Internet during the Promotion Period, any problems, failure or technical malfunction of any telephone network or lines, online or electronic systems, servers, access providers, computer hardware or software, incomplete, garbled or delayed Internet/e-mail computer transmissions on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof or other failures related to hardware, software or virus; (iii) unauthorized human intervention in any part of the entry process or the Promotion; (iv) technical or human error related to the administration of the Promotion or the processing of entries; (v) any injury, loss or damage of any kind which may be caused, directly or indirectly, in whole or in part, from participation in the Promotion by any Entrant, use or misuse of the Prize or any part thereof; (vi) any use of the Website or any other website to which the Website is linked (including without limitation any injury or damage to an Entrant's or any other person's computer relating to or resulting from participation or downloading any materials in this Promotion); or (vii) any Entrant's failure to abide by the Official Rules. The limitations of liability set out in this Rule 6 apply, without limitation, to any lost profits, and will apply even if Sponsor has been specifically advised of the possibility of such damages.
7. **GOVERNING LAW.** By participating in this Promotion, you agree to be bound by these Official Rules. All decisions of the Sponsor with respect to any aspect of the Promotion and these Official Rules, including, without limitation, the eligibility of entries and the winners are final and binding on all entrants. The laws of the Province of Ontario, excluding its provisions on conflict of laws, shall govern this Promotion. All disputes

arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a court located in Toronto, Ontario Canada with respect to any matter arising hereunder or related hereto. These Official Rules state all of the terms and conditions governing the Promotion.

8. **CHANGES AND CANCELLATIONS.** Sponsor reserves the right without prior notice, to cancel, terminate, modify or suspend the Promotion if, for any reason, the Promotion is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of the Promotion is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond its control. In the event of cancellation of the electronic portion of the Promotion, Sponsor may randomly select a winning entry from all eligible Entries received prior to cancellation. Sponsor reserves the right to amend the Official Rules without prior notice if any factor interferes with the proper conduct of the Promotion as contemplated by these Official Rules. Should multiple users of the same Telegram account enter the Promotion and a dispute thereafter arise regarding the identity of the Entrant, the authorized account holder of said Telegram account at the time of entry will be considered the Entrant. **“Authorized account holder”** is defined as the natural person who is assigned a Telegram address by an Internet access provider, on-line service provider or other organization which is responsible for assigning Telegram addresses or the domain associated with the submitted Telegram address.

9. **OFFICIAL RULES AND WINNERS LIST**

For a copy of the official rules or a name of the declared winner, send a request via electronic mail to anna@openkoi.com