

# Competition Terms

Last revised: 5 December 2022

These terms and conditions ("Competition Terms ") apply to the competitions that Drift Protocol ("Drift ", "we ", "us " and "our ") offers (together, "Competitions " and each, a "Competition "). A Competition may have additional terms and conditions or rules (the "Rules ") that will be posted or otherwise provided to you along with the details of that Competition. The Competition Terms and Rules for each Competition will govern such Competition and your participation in that Competition. In the event of a conflict between the Competition's Terms and the Rules, the Rules will take precedence. Please read these Competition Terms and accompanying Rules carefully before you participate in a Competition.

By participating in a Competition, you represent and agree to be bound by the Competition Terms and the Rules. In order to participate in a Competition offered within the Services (as defined in the Terms of Use available at [https://app.drift.trade/terms\(opens in a new tab\)](https://app.drift.trade/terms(opens in a new tab)) ("Terms of Use ")), you must agree with the Terms of Use and Privacy Policy (available at [https://docs.drift.trade/privacy-policy\(opens in a new tab\)](https://docs.drift.trade/privacy-policy(opens in a new tab))) ("Privacy Policy "). If you do not agree with the Terms of Use and Privacy Policy, then you should immediately stop using or accessing the Services.

## 1. ELIGIBILITY

To be eligible to participate in the Competition (at the relevant time and date of entry):

- if you are participating in the Competition as an individual, you must be of legal age in the jurisdiction in which you reside and you must have the legal capacity to enter into these Competition Terms and be bound by them;
- if you are participating in the Competition as an entity, you must have the legal authority to accept this Competition on that entity's behalf, in which case "you" (except as used in this paragraph) will mean that entity;
- you must not be a resident, national, or agent of Crimea and Sevastopol, Cuba, Iran, North Korea, Sudan, Syria, or any other country to which the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions (collectively, the "Restricted Territories
- ");
- you must not be a member of any sanctions list or equivalent maintained by the United States government, the United Kingdom government, the European Union, or the United Nations (collectively, the "Sanctions Lists Persons
- "); and
- you must meet all additional eligibility requirements set forth in the Rules of the Competition.

Other local rules and regulations may apply to you, so please check your local laws to ensure that you are eligible to participate in the Competition.

Further, Drift reserves the right to limit or refuse your eligibility to participate as well as the right to award prizes in any Competition for any reason in its sole discretion, including where your participation is prohibited by any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, directive, requirement, or guideline that is published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order judgement, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over Drift, you, the Site (as defined in the Terms of Use) or the Services, or as otherwise duly enacted, enforceable by law, the common law or equity (collectively, "Applicable Laws "). If Drift becomes aware of any violation of these Competition Terms, the Rules, or the Terms of Use, Drift may elect to, among other things, (i) prohibit you from using the Services; or (ii) withhold, amend, or cancel the benefits and/or rewards of any Competition.

## 1. COMPETITION START AND END TIMES AND CONDITIONS

Each Competition will start and end as described in the Rules applicable to such Competition ("Competition Period "). It is your responsibility to check the Competition Rules to stay informed of any changes. Engaging in any activity before or after the Competition Period will not result in receiving any benefits and/or rewards from the Competition. Drift determines in its sole discretion when a Competition Period is deemed to have started and ended.

## 1. HOW TO PARTICIPATE

To participate in a Competition, during the Competition Period, subject to eligibility, you must follow the instructions in the Rules. Drift reserves the right to limit participants based on IP addresses, Solana network addresses, email addresses, or other factors Drift decides at its sole discretion.

## 1. COMPETITION ADMINISTRATION

Drift hereby reserves the right to amend, suspend, or terminate any Competition at any time with or without prior notice or consent. Drift further reserves the right to amend, withhold, or cancel any Competition rewards and/or benefits granted if Drift becomes aware of any violation of these Competition Terms, the Rules and/or Terms of Use. Administration of the Competition, including determination of the winner of the Competition, is at the sole discretion of Drift. Any questions relating to the eligibility of these Competition Terms, the Rules or the Competition will be resolved at Drift's sole discretion and, its decision will be final and binding with respect thereof. If it is discovered by Drift that any person or entity has or has

attempted to violate these Competition Terms, the Rules and/or Terms of Use, then Drift may disqualify you from the Competition in its sole discretion.

If you provide any false information relating to the Competition concerning your identity, residency, mailing address, telephone number, email address, ownership of right, or information required for entering the Competition, you may be immediately disqualified from the Competition.

## 1. PRIVACY

By participating in a Competition, you acknowledge and agree that any personal information that you provide will be maintained in accordance with the Privacy Policy. By participating in a Competition, you (a) grant to Drift, the right to use your name, country of residence, email address or any other information you have provided to Drift ("Personal information ") for the purpose of administering the Competition; (b) grant to Drift the right to use your Personal Information for publicity, promotional, marketing and advertising purposes relating to the Competition, in any and all media now known or hereafter devised, without further compensation unless prohibited by Applicable Law; and (c) acknowledge that Drift may disclose your Personal Information to its third-party agents and service providers in connection with any of the activities listed in clause (b) above. Drift will use your Personal Information for the purposes identified above and as contemplated in the Privacy Policy.

## 1. INTELLECTUAL PROPERTY

Drift shall own all rights, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, sui generis database rights and all other intellectual property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by you, for you, or on your behalf during the term of the Competition that relates to the subject matter of, or arises out of, or in connection with the Competition (collectively, "Inventions "). By participating in a Competition you hereby make all assignments necessary to accomplish the foregoing ownership. You shall assist Drift, at Drift's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. You hereby irrevocably designate and appoint Drift as your agent and attorney-in-fact, coupled with an interest, to act for and on your behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by you and all other creators or owners of the applicable Invention.

To the extent allowed by law, the foregoing and any license granted to Drift hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like. Furthermore, you agree that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, and without any further compensation, Drift may and is hereby authorised to (and to allow others to) use your name in connection with promotion of its business, products or services. To the extent any of the foregoing is ineffective under Applicable Law, you hereby provide any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible. You will confirm any such ratifications and consents from time to time as requested by Drift. If any other person is in any way involved in assisting with your submissions in any Competition, you will obtain the foregoing ratifications, consents and authorisations from such person for Drift's exclusive benefit.

If any part of the Inventions is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating technology or intellectual property rights owned by or licensed to you (or any person involved in the Competition) and not assigned hereunder, you hereby grant Drift and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sub-licensable right and licence to exploit and exercise all such technology and intellectual property rights in support of Drift's exercise or exploitation of the Inventions, other work or information performed or provided with respect to any Competition, or any assigned rights (including any modifications, improvements and derivatives of any of them)

## 1. WARRANTY

You warrant that your submission is your own original work and, as such, you are the sole and exclusive owner and rights holder of the submission, and you have the right to make the submission and grant all required licenses. You agree not to make any submission that: (i) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations, or defames any person; or (ii) otherwise violates any Applicable Law.

To the maximum extent permitted by law, you indemnify and agree to keep indemnified Drift and any affiliated entities as determined by Drift ("Affiliates ") at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any of your acts, defaults or omissions and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Drift and Drift Affiliates from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from: (a) your submission or other material uploaded or otherwise provided by you that infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations, or defames any person; (b) any misrepresentation made by you in connection with the Competition; (c) any non-compliance by you with these Competition Terms, Rules or any Applicable Law

(d) claims brought by persons or entities other than the parties to these Terms arising from or related to your involvement with the Competition; and (e) your acceptance, possession, misuse or use of any prize, or your participation in the Competition and any Competition-related activity.

You hereby release Drift and Drift Affiliates from any liability associated with: (a) any malfunction or other problem with the Competition or the relevant Competition platform; (b) any error in the collection, processing, or retention of any submission; or (c) any typographical or other error in the printing, offering or announcement of any prize or winners.

#### 1. RELEASE AND PUBLICITY

YOU AGREE TO RELEASE AND HOLD HARMLESS DRIFT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AFFILIATED COMPANIES, SUBSIDIARIES, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN A COMPETITION. YOU AGREE THAT NEITHER DRIFT NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AFFILIATED COMPANIES, SUBSIDIARIES, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES, AGENTS, SUCCESSORS AND ASSIGNS ARE LIABLE FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING FROM PARTICIPATION IN A COMPETITION AND ACCEPTANCE, POSSESSION AND USE OF THE BENEFITS AND/OR REWARD OF A COMPETITION. DRIFT IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PUBLICATION OF THE OFFER OR ADMINISTRATION OF THE COMPETITION OR IN THE ANNOUNCEMENT THEREOF.

#### 1. TAXES

You will be solely responsible for all income tax liabilities that arise from or in any way relate to any benefit and/or reward that Drift conveys to you, including income taxes, sales, personal property, use, VAT, excise, withholding, and self-employment taxes. Drift shall have the right to withhold any amounts payable to you including such foreign, federal, state, or local taxes as may be required to be withheld under any Applicable Law. You must report the value of the benefit and/or reward you receive from Drift and complete any required tax forms that Drift requests must be completed prior to receiving your benefit and/or reward.

#### 1. GENERAL

Sections 6 through to 10 of the Terms of Use are incorporated herein by reference, and you shall be equally subject to those provisions with respect to these Competition Terms and each Competition and its applicable Rules.

[Privacy Policy Glossary](#)