

TERMS OF USE

Date of Last Update: 10 October 2022

IMPORTANT LEGAL NOTICE REGARDING TERMS OF USE OF SOLANA VEGAS TOUR NFTS, GAMES AND EVENTS

USER AGREEMENT

Solana Vegas Tour owns and operates the Website and the Discord server that links to these Terms of Use ("Solana Vegas Tour" or the "Company"). We are pleased to offer you access to our Website and our Discord server and the ability to participate in our games, events and other services (collectively the "Services") that we may provide from our Website and Discord server, subject to these Terms of Use (the "Terms of Use", or "Terms"), and any current or future terms of use or other policies set out by our partners and affiliates.

CONSIDERATION

You agree to these Terms of Use by accessing or using the Website and/or the Discord server, registering to participate in any games or events organized by Solana Vegas Tour ("Games"), registering for Services offered on the Website and/or Discord server, or by accepting, uploading or downloading any information or content from or to the Website or Discord server. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE, DO NOT PARTICIPATE IN OUR GAMES OR SERVICES, OR USE THE WEBSITE OR DISCORD SERVER. These Terms of Use constitute a legal agreement between you and Solana Vegas Tour, and shall apply to your use of the Website, Discord server and the Services even after termination.

ELIGIBILITY

You must reside in a location that allows online gambling and be at least twenty-one (21) years of age. You must adhere to all local legal requirements for eligibility in order to participate in our Services or to win prizes offered by Solana Vegas Tour.

In the event Solana Vegas Tour discovers that you have deliberately violated local or national laws in order to participate in any offered Services, in addition to any other rights that Solana Vegas Tour may have, Solana Vegas Tour reserves the right to suspend or terminate your access to our Services provided and withhold or revoke the awarding of any winnings and prizes. You are responsible for maintaining the confidentiality of your Discord names and passwords, and you accept responsibility for all activities, charges, and damages that occur. It shall be a violation of these Terms of Use to allow any other person to participate in any Game using your credentials. Solana Vegas Tour will not be responsible for any loss or damage resulting from your failure to secure your personal information. If we request registration information from you, you must provide us with accurate and complete information and must update the information when it changes.

"Authorized Account Holder" is defined as a participant of our Games who complies with the requirements set out in the Eligibility section. By inputting a payment method to participate in the Games, the Authorized Account Holder hereby affirms that the Authorized Account Holder is the lawful owner of the payment method account. It shall be a violation of these Terms of Use for any Authorized Account Holder to submit payment using any payment method that is not owned by the Authorized Account Holder.

GAME ENTRY

Our NFTs are the only tickets for entry into our Games. To participate in our Games, you must purchase a Season Pass NFT or a Game Pass NFT and exchange (burn) the NFT for the applicable game / event tokens on the Sol City Poker Club platform. For more information, please refer to our Discord server.

REFUND POLICY

All payments are final. No refunds will be issued. In the event of a dispute regarding the identity of the person participating in the Games, the participant will be deemed to be the owner of the account participating.

CONDITIONS OF PARTICIPATION

By entering a Game, entrants agree to be bound by these Terms of Use, the decisions of Solana Vegas Tour and the decisions of any relevant partners or affiliates, which shall be final and binding in all respects. The Company, at its sole discretion, may disqualify any entrant from a Game, refuse to award benefits or prizes and require the return of any prizes, if the entrant engages in conduct or otherwise utilizes any information the Company deems to be improper, unfair or otherwise adverse to the operation of the Game or is in any way detrimental to other entrants. These Terms prohibit entering a Game if the entrant is prohibited from participating pursuant to local legal requirements or court order.

In addition, conduct that would be deemed improper also includes, but is not limited to:

- Falsifying personal information required to enter a Game or claim a prize;
- Engaging in any type of financial fraud including unauthorized use of credit instruments to enter a Game or claim a prize;
- Colluding with any other individual(s) or engaging in any type of syndicate play;
- Any violation of the Terms of Use;
- Using automated means (including but not limited to harvesting bots, robots, parser, spiders or screen scrapers) to obtain, collect or access any information on the Website or Discord server or of any participant for any purpose;
- Any type of bonus abuse, abuse of the Ambassador Program (more details in the Discord server), or abuse of any other offers or promotions;
- Tampering with the administration of a Game or trying to in any way tamper with the computer programs or any security measure associated with a Game;
- Obtaining other entrants information and spamming other entrants; or
- Abusing the Website or Discord server in any way.

Users further acknowledge that the forfeiture and/or return of any prize shall in no way prevent Solana Vegas Tour from pursuing criminal or civil proceedings in connection with such conduct.

By entering into a Game or accepting any prize, entrants, including but not limited to the winner(s), agree to indemnify, release and to hold harmless Solana Vegas Tour, its parents, subsidiaries, affiliates and agents, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities (collectively, the "Released Parties"), its parents, subsidiaries, affiliates and divisions, and their respective directors, officers, employees, agents and representatives from any and all liability, claims or actions of any kind whatsoever, including but not limited to injuries, damages, or losses to persons and property which may be sustained in connection with participation in our

Services, the receipt, ownership, use or misuse of any prize or while preparing for, participating in and/or travelling to or from any prize related activity, as well as any claims based on publicity rights, defamation, or invasion of privacy. Solana Vegas Tour may, in its sole and absolute discretion, require an Authorized Account Holder to execute a separate release of claims similar to the one listed above in this Paragraph as a condition of being awarded any prize or receiving any payout.

Solana Vegas Tour is not responsible for: any incorrect, invalid or inaccurate entry information; human errors; postal delays/postage due mail; technical malfunctions; failures, including public utility, telephone or the Solana blockchain network outages; omissions, interruptions, deletions or defects of any telephone system or network, computer online systems, data, computer equipment, servers, providers, or software (including, but not limited to software and operating systems that do not permit an entrant to participate in a Game), including without limitation any injury or damage to any entrant's or any other person's computer or video equipment relating to or resulting from participation in a Game; inability to access the Website, the Discord server, or any web pages that are part of or related to the Website or the Discord server; theft, tampering, destruction, or unauthorized access to, or alteration of, entries and/or images of any kind; data that is processed late or incorrectly or is incomplete or lost due to telephone, postal issues, computer or electronic malfunction or traffic congestion on telephone lines or transmission systems, or the Internet, or the Solana blockchain network, or any service provider's facilities, or any phone site or website or for any other reason whatsoever; typographical, printing or other errors, or any combination thereof.

Solana Vegas Tour is not responsible for incomplete, illegible, misdirected or stolen entries. If for any reason a Game is not capable of running as originally planned, or if a Game, computer application, or website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper entry to a Game in accordance with the Terms of Use or applicable rules of the Game, or if infection by a computer (or similar) virus, bug, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind, in the sole opinion of Solana Vegas Tour corrupts or affects the administration, security, fairness, integrity, or proper conduct of a Game, the Company reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, extend, modify or suspend the Game, and select the winner(s) from all eligible entries received. If such cancellation, termination, modification or suspension occurs, notification will be posted on the Website or the Discord server.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR THE DISCORD SERVER, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY GAME IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SOLANA VEGAS TOUR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

To be eligible to enter any Game or receive any prize, the Authorized Account Holder may be required to provide Solana Vegas Tour with additional documentation and/or information to verify the identity of the Authorized Account Holder, and to provide proof that all eligibility requirements are met. In the event of a dispute as to the identity or eligibility of an Authorized Account Holder, Solana Vegas Tour will, in its sole and absolute discretion, utilize certain information collected by Solana Vegas Tour to assist in verifying the identity and/or eligibility of such Authorized Account Holder.

Participation in each Game must be made only as specified in the Terms of Use. Failure to comply with these Terms of Use will result in disqualification and, if applicable, prize forfeiture.

GAME PRIZES AND PROMOTIONS

Prizes will only be awarded if a Game is run. We reserve the right to cancel Games at any time. In the event of a cancellation, alternative arrangements will be made. Please refer to the announcements in the Discord server for the latest information.

OTHER LEGAL RESTRICTIONS

GAME RESULTS

All Games will be hosted on Sol City Poker Club and will be subject to Sol City Poker Club's terms and conditions, including Game results. Solana Vegas Tour reserves the right, in its sole and absolute discretion, to deny any customer or participant the ability to participate in Games for any reason whatsoever.

PRIZES

Before making any payment, Solana Vegas Tour may require that an entrant complete and execute an affidavit of eligibility in which, among other things, the entrant is required to represent and warrant that the entrant is eligible to participate in a Game, is otherwise in compliance with this Agreement and, potentially, is required to provide documentation or proof of eligibility and compliance. If Solana Vegas Tour requests that an entrant completes and executes such an affidavit and the entrant fails to do so within seven (7) days, or Solana Vegas Tour otherwise determines that the entrant does not meet the eligibility requirements or is not in compliance with these Terms, Solana Vegas Tour reserves the right to terminate the entrant's account and withhold or revoke the awarding of any prizes associated with such account. In such a situation, Solana Vegas Tour may pay out any withheld or revoked prizes to the other entrants in the relevant Game in a manner consistent with the rules of the Game.

All taxes associated with the receipt of any prize are the sole responsibility of the winner.

In the event that the awarding of any prizes to winners of Games is challenged by any legal authority, Solana Vegas Tour reserves the right in its sole discretion to determine whether or not to award such prizes.

Solana Vegas Tour reserves the right to substitute a prize of equal value or greater if the advertised prize is unavailable. All prizes are awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability for a particular purpose).

DISCLAIMER OF WARRANTIES

THE WEBSITE AND THE DISCORD SERVER, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, SOFTWARE, AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE WEBSITE AND THE DISCORD SERVER, ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER (EXPRESS OR IMPLIED) ABOUT: (A) THE WEBSITE OR THE DISCORD SERVER; (B) THE CONTENT AND SOFTWARE ON AND PROVIDED THROUGH THE WEBSITE OR THE DISCORD SERVER; (C) THE FUNCTIONS MADE ACCESSIBLE ON OR ACCESSED THROUGH THE WEBSITE OR THE DISCORD SERVER; (D) THE MESSAGES AND INFORMATION SENT FROM THE WEBSITE OR THE DISCORD SERVER BY USERS; (E) ANY PRODUCTS OR SERVICES OFFERED VIA THE WEBSITE OR THE DISCORD SERVER OR HYPERTEXT LINKS TO THIRD PARTIES; AND/OR (F) SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEBSITE OR THE DISCORD SERVER OR

ANY LINKED SITE. THE COMPANY DOES NOT WARRANT THAT THE WEBSITE OR THE DISCORD SERVER, ANY OF THE WEBSITE'S OR THE DISCORD SERVER'S FUNCTIONS OR ANY CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE WEBSITES OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE COMPANY DOES NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE WEBSITE OR THE DISCORD SERVER IS LAWFUL IN ANY PARTICULAR JURISDICTION AND, IN ANY EVENT, THE COMPANY SPECIFICALLY DISCLAIMS SUCH WARRANTIES. YOU UNDERSTAND THAT BY USING ANY OF THE FEATURES OF THE WEBSITE OR THE DISCORD SERVER, YOU ACT AT YOUR OWN RISK, AND YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE WEBSITE OR THE DISCORD SERVER OR THE CONTENT. FURTHER, THE COMPANY AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

THE COMPANY, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER REPRESENTATIVES OF EACH OF THEM, SHALL NOT BE LIABLE FOR THE USE OF THE WEBSITE OR THE DISCORD SERVER INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THIS AGREEMENT.

LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT THE COMPANY LIMITS ITS LIABILITY IN CONNECTION WITH YOUR USE OF THE WEBSITE OR THE DISCORD SERVER AS SET FORTH BELOW: UNDER NO CIRCUMSTANCES SHALL THE COMPANY, ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF EACH OF THEM (COLLECTIVELY, THE "COMPANY ENTITIES AND INDIVIDUALS"), BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR CONSEQUENTIAL DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO (1) THE WEBSITE, THE DISCORD SERVER, THE CONTENT, OR YOUR UPLOAD INFORMATION; (2) THE USE OF, INABILITY TO USE, OR PERFORMANCE OF THE WEBSITE OR THE DISCORD SERVER; (3) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE COMPANY OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE WEBSITE, THE DISCORD SERVER OR CONTENT; (4) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OWNERS; OR (5) ANY ERRORS OR OMISSIONS IN THE WEBSITE'S TECHNICAL OPERATION, EVEN IF FORESEEABLE OR EVEN IF THE COMPANY ENTITIES AND INDIVIDUALS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE WEBSITE OR THE DISCORD SERVER). IN NO EVENT WILL THE COMPANY ENTITIES AND INDIVIDUALS BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE COMPANY ENTITIES' AND INDIVIDUALS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100). THE COMPANY ENTITIES AND INDIVIDUALS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO ANY USER'S COMPUTER, HARDWARE, COMPUTER SOFTWARE, DIGITAL ASSETS, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS,

BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION. YOUR ACCESS TO AND USE OF THIS WEBSITE OR THE DISCORD SERVER IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE WEBSITE, THE DISCORD SERVER OR ANY OF THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE WEBSITE, THE DISCORD SERVER OR THE CONTENT. YOU RECOGNIZE AND CONFIRM THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF THE COMPANY'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE, DISCORD SERVER OR OTHER PROPERTY OWNED OR CONTROLLED BY THE COMPANY AND/OR ITS PARENTS, SUBSIDIARIES, AND/OR AFFILIATES OR YOUR UPLOAD INFORMATION, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY COMPANY WEBSITE, DISCORD SERVER OR OTHER PROPERTY OR YOUR UPLOAD INFORMATION OR ANY AND ALL ACTIVITIES OR ACTIONS RELATED THERETO. BY ACCESSING THE WEBSITE OR DISCORD SERVER, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS.

INTELLECTUAL PROPERTY RIGHTS

The content on the Website and the Discord server, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like and the trademarks, service marks and logos contained therein (the "Intellectual Property"), are owned by or licensed to Solana Vegas Tour, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website and the Discord server is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Solana Vegas Tour reserves all rights not expressly granted in and to the Website, the Discord server and the Intellectual Property. You agree to not engage in the use, copying, or distribution of any of the Intellectual Property other than expressly permitted herein. If you download or print a copy of the Intellectual Property for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website, the Discord server or features that prevent or restrict use or copying of any Intellectual Property or enforce limitations on use of the Website, the Discord server or the Intellectual Property therein.

MISCELLANEOUS

The Website may contain links to third party websites that are not owned or controlled by Solana Vegas Tour. Solana Vegas Tour has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Solana Vegas Tour will not and cannot censor or edit the content of any third party site. By using the Website or the Discord server, you expressly relieve Solana Vegas Tour from any and all liability arising from your use of any third party website. Accordingly, Solana Vegas Tour encourages you to be aware when you leave the Website or the Discord server and to read the terms and conditions and privacy policy of each other website that you visit.

Nothing in these Terms of Use shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between you and Solana Vegas Tour.

No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Solana Vegas Tour's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Solana Vegas Tour reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. If you continue to use the Services after the Company amends these Terms of Use, you accept all changes. The failure of Solana Vegas Tour to comply with any provision of these Terms of Use due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Company (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms of Use.

SOLANA VEGAS TOUR AND OTHER TRADEMARKS CONTAINED ON THE WEBSITE AND THE DISCORD SERVER ARE TRADEMARKS OR REGISTERED TRADEMARKS OF SOLANA VEGAS TOUR IN THE UNITED STATES AND/OR OTHER COUNTRIES. THIRD PARTY TRADEMARKS, TRADE NAMES, PRODUCT NAMES AND LOGOS MAY BE THE TRADEMARKS OR REGISTERED TRADEMARKS OF THEIR RESPECTIVE OWNERS. YOU MAY NOT REMOVE OR ALTER ANY TRADEMARK, TRADE NAMES, PRODUCT NAMES, LOGO, COPYRIGHT OR OTHER PROPRIETARY NOTICES, LEGENDS, SYMBOLS OR LABELS ON THE WEBSITE OR THE DISCORD SERVER.