

Scroll Airdrop Terms and Conditions

Last updated: Oct 9, 2024

These Scroll Airdrop Terms and Conditions (“**Airdrop Terms**”) govern your participation in and receipt of tokens (“**SCR**” or “**Tokens**”) through the airdrop program (the “**Airdrop**”) organized by Scroll Foundation, a Cayman Islands foundation company, and its subsidiaries and affiliates, as the case may be, from time to time (collectively referred to as “**Scroll**”, “**we**”, or “**us**”). These Airdrop Terms are supplemental to, and incorporate by reference, our general Terms of Service available at <https://scroll.io/terms-of-service> (“**Terms of Services**”). Defined terms used but not defined herein have the meaning set forth in the Terms of Services. The Airdrop, and your participation in it, is a Service as defined under the Terms of Services.

These Airdrop Terms govern your ability to use our Services in order to participate in the Airdrop (“**you**” or “**Participant**”). By participating in the Airdrop, you are agreeing to these Airdrop Terms and the Terms of Services. If you do not understand or agree to these Airdrop Terms and the Terms of Services, you should not participate in the Airdrop.

BY PARTICIPATING IN THE AIRDROP, INCLUDING BUT NOT LIMITED TO BY ENTERING A WALLET (AS DEFINED BELOW) PURSUANT TO THE TERMS AND PROCESSES DESCRIBED HEREIN, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THESE AIRDROP TERMS IN THEIR ENTIRETY. YOU ARE RESPONSIBLE FOR MAKING YOUR OWN DECISION REGARDING PARTICIPATION IN THE AIRDROP AND ANY RECEIPT OF TOKENS. ANY PARTICIPATION IN THE AIRDROP IS SOLELY AT YOUR OWN RISK AND IT IS YOUR SOLE RESPONSIBILITY TO SEEK APPROPRIATE PROFESSIONAL, LEGAL, TAX, AND OTHER ADVICE IN RESPECT OF THE AIRDROP AND ANY RECEIPT OF THE TOKENS PRIOR TO PARTICIPATING IN THE AIRDROP AND PRIOR TO RECEIVING ANY TOKENS.

BY PARTICIPATING IN THE AIRDROP, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME ALL RISKS RELATED THERETO, INCLUDING (WITHOUT LIMITATION) THE RISKS SET OUT BELOW. IN NO EVENT SHALL SCROLL OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, CONTRACTORS OR AGENTS BE HELD LIABLE IN CONNECTION WITH OR FOR ANY CLAIMS, LOSSES, DAMAGES, OR OTHER LIABILITIES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE AIRDROP OR THE RECEIPT OF ANY TOKENS.

SCROLL DOES NOT TAKE ANY RESPONSIBILITY FOR THE PARTICIPATION BY ANY PARTICIPANT IN THE AIRDROP. SCROLL DOES NOT PROVIDE ANY RECOMMENDATION OR ADVICE IN RESPECT OF THE AIRDROP OR THE TOKENS. EACH PARTICIPANT PARTICIPATES IN THE AIRDROP AT ITS OWN RISK AND RECEIVES TOKENS AT ITS OWN RISK.

1. Eligibility

- a. Scroll, in its sole discretion, shall determine the eligibility criteria for participation in the Airdrop, including the amount of SCR to be distributed to eligible Participants that satisfy certain criteria. Different eligible Participants may receive different amounts of SCR in any particular Airdrop, depending on the criteria set by Scroll for such Airdrop. Scroll has no obligation to notify actual or potential Airdrop participants of the eligibility criteria for any Airdrop prior to, during, or after the claims are opened for such Airdrop.
- b. By qualifying for one or more eligibility criteria for participation in the Airdrop is not intended to and does not create a legal entitlement or claim to an Airdrop. All decisions related to Airdrop allocations are made at the sole discretion of Scroll.
- c. Scroll reserves the sole and absolute right to disqualify any person, Participant or potential Participant it deems ineligible for an Airdrop under these Airdrop Terms or based on Scroll's determination that such person engaged in any conduct that Scroll considers harmful, unlawful, inappropriate, or unacceptable.
- d. Participant must have full legal capacity and authority to bind and agree to the Airdrop Terms. Participant must be at least 18 years of age or is of legal age to form a binding contract under applicable laws. If a Participant is acting as an employee or agent of a legal entity, and enters into the Airdrop Terms on behalf of the entity, such Participant represents and warrants that he/she has all necessary rights and authorizations to do so.

2. Restrictions

- a. You are not eligible to participate in the Airdrop if:
 - i. you are a Prohibited Person (as defined in the Terms of Service) or directly or indirectly owned or controlled by, or acting for or on behalf of, a Prohibited Person;
 - ii. you are a U.S. person (as defined below); or
 - iii. you reside in a jurisdiction where airdrop or distribution of crypto-tokens are prohibited, restricted or unauthorized in any form or manner, whether in full or in part, under the laws, regulatory requirements or rules in the jurisdiction in which you are located.
- b. In these Terms, a "U.S. person" shall mean the following:
 - i. Any natural person resident in the United States;
 - ii. Any partnership or corporation organized or incorporated under the laws of the United States;
 - iii. Any estate of which any executor or administrator is a U.S. person;
 - iv. Any trust of which any trustee is a U.S. person;
 - v. Any agency or branch of a foreign entity located in the United States;
 - vi. Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
 - vii. Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and

- viii. Any partnership or corporation if (A) organized or incorporated under the laws of any foreign jurisdiction and (B) formed by a U.S. person principally for the purpose of participating in the Airdrop or otherwise attempting to receive or claim eligibility for Tokens in contravention of these Airdrop Terms.
- c. By using the Service and participating in the Airdrop, you agree and acknowledge that:
 - i. Scroll may exclude IP Addresses from the Airdrop if it is detected by geo-location controls that persons participating or attempting to participate in the Airdrop may be located in (a) Sanctioned Jurisdiction (as defined in the Terms of Services) or a jurisdiction subject to heightened sanctions risks identified or enforced by certain countries, governments, or international authorities; (b) United States; or (c) any other jurisdiction where airdrop or distribution of crypto-tokens are prohibited, restricted or unauthorized in any form of manner, whether in full or in part, under the laws, regulatory requirements or rules in that jurisdiction (collectively, “**Prohibited Jurisdictions**”). You agree and understand that the Prohibited Jurisdictions are subject to change at Scroll’s sole discretion without notice.
 - ii. Scroll may take additional measures to ensure the restrictions set out in the Airdrop Terms and/or compliance with applicable law and regulations, including implementing additional geo-location, proxy detection or screening control to prevent access to the Airdrop by persons that may be Prohibited Persons or located in Prohibited Jurisdictions or restricting the use of any technology by participants that may circumvent or attempt to circumvent the restrictions specified in the Airdrop Terms.
 - iii. Scroll reserves the right, at any time, in our sole discretion, to block a Participant’s access to the Airdrop and to disqualify from the Airdrop any person or Participant we believe to be in actual or potential breach of the Airdrop Terms.

3. General Agreement and Acknowledgement

- a. You represent and warrant that all information provided during the Airdrop process is true, accurate, and complete.
- b. You agree and acknowledge that (a) you are solely responsible and liable for all taxes due in connection with your participation in the Airdrop; and (b) you should consult a tax advisor with respect to the tax treatment of the Airdrop in your jurisdiction.
- c. You agree and acknowledge that you are responsible for complying with all applicable laws of the jurisdiction in which you reside or in which you are participating in the Airdrop and claiming SCR Tokens.
- d. You represent and warrant that you are not (i) a Prohibited Person (as defined in the Terms of Services); (ii) directly or indirectly owned or controlled by, or acting for or on behalf of, a Prohibited Person; or (iii) located, organized, operating, or residing in, or accessing the Services from, a Prohibited Jurisdiction (as defined above).
- e. You represent, warrant, and covenant that your participation in the Airdrop does not and will not violate, or cause Scroll to violate, any applicable laws, including without limitation, any Export Controls and Sanctions Laws (as defined in the Terms of Services).

- f. You agree and acknowledge that your participation in the Airdrop and claim of SCR tokens does not require or involve any form of purchase, payment, or tangible consideration from or to us, nor otherwise require or involve any acceptance of value by us from you. You represent and warrant that you (a) lawfully may receive SCR tokens for free via the Airdrop (other than gas fees or applicable taxes, if any, that may be due), (b) were not promised the Tokens or any tokens (whether via the Airdrop or otherwise); and (c) took no action in anticipation of, or in reliance on, receiving the Tokens or any tokens, the occurrence of an Airdrop, or potential participation in any Airdrop.
- g. To participate in the Airdrop, you will need to enter an eligible airdrop address and/or connect a compatible third-party digital wallet (either, a “Wallet”). Failure to provide and connect an eligible Wallet may result in the forfeiture of Tokens. There may be technical limitations, delays, and/or transaction fees due or payable, such as gas fees, to receive and/or claim Tokens through your Wallet. You agree and acknowledge that if you are unable to claim the Airdrop due to technical bugs, smart contract issues, gas fees, wallet incompatibilities, loss of access to a wallet or the key thereto, or for any other reason, you will have no recourse or claim against Scroll.
- h. By using a Wallet, you represent and agree that you are using the Wallet in accordance with any terms and conditions of an applicable third-party provider of such Wallet. Wallets are not maintained or supported by, or associated or affiliated with, Scroll. When you interact with the Airdrop or other Services, as between Scroll and you, you retain control over your digital assets at all times. Scroll does not control digital assets in your Wallet, and we accept no responsibility or liability to you in connection with your use of a Wallet. We make no representations or warranties regarding how the Airdrop or other Services will operate with, or be compatible with, any specific Wallet. The private keys necessary to access and/or transfer the digital assets held in a Wallet are not known or held by Scroll. You are solely responsible for maintaining the confidentiality of your private key, and solely you are responsible for any transaction signed with your private key. Scroll is not responsible for any loss associated with the Participant’s private key, digital wallet, vault, or other storage mechanism.
- i. You represent and warrant that you understand the risks inherently associated with using cryptographic and blockchain-based systems and you have a working knowledge of the usage, storage, and intricacies of digital assets following an Ethereum token standard (ERC-20). You further represent that you understand that markets for digital assets are highly volatile due to various factors, including adoption, speculation, technology, security, and regulation. You acknowledge and accept the risk that your digital assets may have no value or lose some or all of their value during the Airdrop period or after. You acknowledge that Scroll is not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience, including losses while accessing or using the Airdrop or the Services.
- j. You agree and acknowledge that your participation in the Airdrop is at your own risk and you understand and agree to assume full responsibility for all of the risks of participating in the Airdrop.

4. Claims Site Disclaimer

THERE IS ONLY ONE WEBSITE FOR SCR TOKEN AIRDROP: <https://claim.scroll.io/> (the “CLAIMS SITE”).

- a. Your use of the Claims Site and participation in the Airdrop is at your own risk. The Claims Site and the Services are provided on an “as is” and “as available” basis. Scroll expressly disclaims all warranties of any kind, whether express, implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- b. You understand that there may be spoof or copycat websites that seek to impersonate Scroll and the Airdrop, with mechanisms that may steal your information or assets associated with your Wallet or other malicious actions. You also understand that anyone can create a token, including fake versions of existing tokens and tokens that falsely claim to represent SCR, Scroll or entities or people related to Scroll, and you acknowledge and accept the risk that you or others may mistakenly seek to claim or trade those or other tokens. Scroll is not responsible for losses incurred by you in any such case.
- c. Scroll makes no warranty that the Claims Site, the Airdrop or the Services will meet your requirements or be uninterrupted, timely, secure, or error-free. Scroll makes no warranty that the results that may be obtained from access to or the use of the Claims Site or the Airdrop will be accurate or reliable or that the quality of any products, services, applications, information, or other material obtained by you will meet your expectations.

5. Limitation of Liability and Indemnification

You have reviewed and you agree and accept the Indemnification; Release, Disclaimers, Limitation of Liability provisions in the Terms of Services.

6. Entire Agreement

These Airdrop Terms and the Terms of Services contain the entire agreement between you and Scroll regarding the Airdrop and supersede all prior and contemporaneous understandings between the parties regarding the Airdrop. We may modify these Airdrop Terms from time to time, in which case we will update the “Last Updated” date at the top of these Airdrop Terms. The updated Airdrop Terms will be effective as of the time of posting, or such later date as may be specified in the updated Airdrop Terms. Your continued access or participation in the Airdrop after the modifications have become effective will be deemed your acceptance of the modified Airdrop Terms.