

## Polymer NFT Game Eligibility Requirements

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

**ENTRY PERIOD.** This Polymer NFT Game (the “Game”) begins on April 24, 2024 at or around 12:00 p.m. ET and ends on April 30, 2024 at 7:59 p.m. ET (the "Game Period"). Any participation before or after the Game Period may not be eligible.

**DESCRIPTION OF THE GAME.** The Game is being held to showcase a dApp developed by a Polymer community member during [phase 1](#) and to enable end-users to participate in the Polymer testnet and receive potential rewards.

**ELIGIBILITY.** The Game is open to natural persons who are legal residents of the 50 United States and District of Columbia (“USA”), who are at least eighteen (18) years of age at the time of entry. Void outside the USA, in Puerto Rico, the US Virgin Islands, other United States territories and possessions. Employees and directors of Polymer Labs, Inc. (the “Sponsor”), its subsidiaries, and affiliates (together with the “Sponsor”, collectively referred to hereinafter as "Polymer"), its advertising and promotion agencies, and their immediate family and/or household members and/or any other persons involved in the administration or promotion of the Game are not eligible to participate in this Game, other than for testing purposes. The Game is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or limited by law or where registration, bonding, or other localization is required. In order to play the Game, a participant must have (a) internet access, (b) be a member of the Polymer discord and (c) have a dApp compatible wallet.

**AGREEMENT TO TERMS.** By participating in this Game, you hereby accept and unconditionally agree to be bound by these Official Rules (the "Terms") and you hereby represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Polymer, as final and binding as it relates to the Terms, the Game and the content herein.

**HOW TO PLAY THE GAME.** Participants may play the Game at any time during the Game Period by joining the Polymer discord channel and visiting the link provided therein. Participants will be asked to connect their wallet in order to participate in the Game. The objective of the Game is to collect all 4 of the non-fungible tokens (“NFTs”) by spinning the wheel to use the faucet to accrue the necessary number of rewards to claim one of the four NFTs which will be selected at random based on each spin. Participants will be able to spin the wheel once every 5 minutes to try to collect all 4 of the randomized NFTs. Only 4 NFTs in total may be collected or held at one time by a participant. A participant may burn one of their NFTs to receive additional points. Participants who engage in other such actions set forth in the Discord instructions may be eligible to receive additional points. Participants who collect all 4 unique random NFTs will receive a bonus of 2,000 points. Participants will be able to view their earned points (based on a shortened version of their public wallet address) on the leadership board of the Game website. Participants who do not adhere to these Terms and/or the other rules or specifications set forth herein or on the Game website, may be disqualified at the sole discretion of Polymer.

**OTHER ENTRY TERMS.** By playing the Game, the participant represents and warrants that their participation does not and will not violate any rights of any person or entity, including without limitation, any copyright, trademark, patent or other intellectual property rights, or violate any applicable national, federal, state, or local laws, regulations, or policies. The participant further represents and warrants that participant is the legal owner of any and all wallets used by participant to connect to the Game website and/or play the Game.

Polymer reserves the right to make modifications to Game participation and/or the Game Period as deemed appropriate by Polymer in its sole discretion. Polymer reserves the right to modify or supplement these Terms and to communicate such modifications or supplements to participants, as and by any means Polymer deems reasonable.

Any questions regarding the eligibility or appropriateness of any participation in the Game shall be resolved by Polymer in its sole discretion. Polymer reserves the right to disqualify participation by participants who Polymer determines to be tampering with or abusing any aspect of the Game. Polymer reserves the right to disqualify participants who fail to meet applicable requirements.

Participant's ability to receive rewards may be contingent upon legal and regulatory considerations, which may vary depending on the residency of the participant and may be subject to additional requirements or limitations, at Polymer's sole discretion, including but not limited to, provision of a valid wallet address.

The NFTs, rewards, and/or points used in, claimed during or distributed to participants as part of the Game have no current or future monetary value. Points and NFTs are non-transferable. All federal, state and local taxes, if any, on the foregoing are the sole responsibility of the participant.

Polymer shall have no liability for a participant's failure to participate or receive points if participant does not provide a compatible wallet address.

By participating in the Game participant agrees that Polymer may use and publish participant's public wallet address and accrued points on the Game website and/or make announcements related to the leadership board in its Discord channel and/or on X.

**GENERAL CONDITIONS.** By participating in the Game, you release and agree to hold harmless Polymer, its affiliates, subsidiaries, advertising, and promotion agencies and their respective directors, officers, employees, representatives, and agents from any and all liability for any injuries, loss, or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use, or misuse of the points, NFTs or rewards, participation in any Game related activity, and/or participation in this Game. Polymer reserves the right, in its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the operation of the Game; to be in violation of the Terms of Use of its website and/or any rules set forth in the Discord channel, to be acting in violation of the Terms; or to be acting in a non-sportsmanlike or disruptive manner. If for any reason this Game is not capable of running as planned, Polymer reserves the right to cancel, terminate, modify, or suspend the Game. Any and all changes and amendments to these Terms will become binding upon all participants immediately. Neither participation in the Game nor anything in these Terms entitle you to any rights, compensation or other benefit.

**WARNING.** ANY ATTEMPT TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE ANY WEBSITE OR MOBILE APPLICATION OR RELATED SOCIAL NETWORKING SITE, THE PARTICIPATION PROCESS, OR OTHERWISE INTERFERE WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE GAME IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, POLYMER RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

**LIMITATIONS OF LIABILITY.** The Game or any of its features may be unavailable, inaccurate, or interrupted from time to time for any number of reasons. Polymer is not responsible for any

unavailability, interruptions, or errors of the Game. Polymer is not responsible for unauthorized use of or loss of rewards, points, or NFTs. Polymer makes no representations or warranties of any kind, express or implied, regarding the Game or any rewards, points or NFTs, including but not limited to any warranty of merchantability or fitness for a particular purpose. Polymer will not be responsible for any costs, damages, accident, delay, injury, loss, expense, or inconvenience that may arise in connection with (i) the use of or defect in any rewards, points or NFT or (ii) your participation in the Game.

**DISPUTES.** This Game is governed by the laws of New York without respect to conflict of law doctrines. Except where prohibited, as a condition of participating in this Game, participant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with the Game, or rewards, points or NFTs, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participants actual out-of-pocket expenses (i.e., costs associated with entering this Game) and participant further waives all rights to have damages multiplied or increased.

**SPONSOR.** The Sponsor of the Game is Polymer Labs, Inc. a Delaware Corporation.

**NO THIRD-PARTY AFFILIATION.** This Game is in no way sponsored, endorsed or administered by or associated with any third party, including without limitation, Facebook, Twitter, LinkedIn, Instagram, Telegram, Discord or Google. You understand that you are providing your information to the Sponsor of this Game.