

## **Aptos Connect - Early Adopter Commemorative NFT Giveaway Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

Overview: Aptos Labs, the developer of Aptos Connect, is offering current eligible users of Aptos Connect with the opportunity to mint a free NFT to commemorate their early adoption of Aptos Connect (the “Promotion”). The NFT is not intended to have any value and will come at no cost to eligible Aptos Connect users.

Promotion Period. The Promotion begins at 12:00 a.m Eastern Time on August 14, 2024, and ends at 12:00 a.m. Eastern Time on December 31, 2026 (the “Promotion Period”).

Eligibility. Promotion is available only to those who are 18 or older (or of legal age in their home jurisdiction) at the time of entry. In order to receive a prize, a Participant must have an Aptos blockchain account created via the Aptos Connect service and register for the Promotion using Aptos Connect. “Restricted Persons” are ineligible to participate in the Promotion. Restricted Persons are those who are subject to sanctions administered or enforced by any country or government or otherwise designated on any list of prohibited or restricted parties (including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government, the European Union or its Member States, or other applicable government authority) or a citizen or organization or resident in a country or territory that is the subject of country-wide or territory-wide sanctions (including, without limitation, Cuba, Democratic People’s Republic of Korea, the Crimea, Donetsk, and Luhansk regions, Iran, or Syria). For clarity, if you are a Restricted Person, you are prohibited from registering for the Promotion. Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live, and persons living in the same household, whether related or not) of Sponsor, its affiliates, and any other entities directly associated with the operation of this Promotion are not eligible to participate or win. Winning a prize is contingent upon compliance with these Official Rules and fulfilling all requirements set forth below. Void where prohibited by law.

How to Participate. To mint the commemorative NFT, during the Promotion Period, users must navigate to <https://mint.aptosconnect.app>, login to Aptos Connect, click on the “mint NFT button,” and then sign the transaction. Users are limited to one (1) Prize per Aptos Connect Account.

Prizes. The Prize is a commemorative non-fungible token celebrating current users of the Aptos Connect service as well as associated network gas fees. The commemorative NFT is not intended to have any monetary value and the estimated gas fees per transaction are de minimis (less than \$0.01). Commemorative NFTs are available to all eligible Aptos Connect users.

Drawing; Odds. All eligible Aptos Connect users can receive the Prize . There is no limit to the amount of Aptos Connect users who can receive the Prize during the Promotion Period.

Binding Terms and Conditions. By participating in the Promotion, you agree to be bound by these specific terms and conditions for this Promotion as well as Sponsor's General Terms for Promotions.

Sponsor. Aptos Labs

### **Contests, Sweepstakes and Other Promotions - General Terms**

1. Applicability. These General Promotion Terms apply to all contests, sweepstakes, giveaways, and other promotions (each, a **"Promotion"**) offered by Aptos Labs unless modified or superseded by the terms and conditions or the rules written for a specific Promotion (the **"Specific Promotion Terms"**). In the event that any provision of the Specific Promotion Terms conflicts with any provision of the General Promotion Terms, the provision of the Specific Promotion Terms shall control. The [Aptos Labs Terms of Use](#) ("Terms") are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. In the event that any provision of the Specific Promotion Terms or these General Promotion Terms conflict with any provision of the Terms, the provision of the Specific or the General Promotion Terms shall control. The General Promotion Terms and the Specific Promotion Terms, and the [Terms](#) for Aptos Labs (to the extent applicable), are collectively referred to as the **"Official Rules."**
2. Decisions of Judges. The decisions of the judges for the Promotion shall be final and binding upon all participants in the Promotion (**"Participants"**), including but not limited to eligibility to participate. Sponsor reserves the right, in its sole discretion, to modify, extend, suspend, cancel, and/or terminate the Promotion, or any part of it, at any time if, for any reason this Promotion is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, programming errors, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion; in such circumstances, Sponsor will, to the extent reasonably possible, attempt to award the advertised prize(s) in a fair and equitable manner based on the nature of the problem. Sponsor further reserves the right to correct typographical errors and to modify the Official Rules to reflect non-material updates to the Promotion.
3. Entries and Request Forms. Entries and request forms (**"entries"**) will not be acknowledged or returned. No late, illegible, incomplete, or altered entries will be accepted. Proof of submission of an entry does not constitute proof of receipt. Any person who attempts to participate under multiple identities, or uses any scheme, device or artifice to submit multiple entries in violation of any limitation will be disqualified. In case of dispute, an on-line entry will be deemed made by the authorized account holder of the email account used to submit entry or otherwise associated with the online or social media account used to submit the entry. The **"authorized account holder"** is the natural person who is assigned to either (a) an Aptos blockchain account associated with entry into a Promotion; or (b) where applicable, an e-mail address by an Internet access provider, on-line service provider, or other organization that is responsible for assigning

e-mail addresses for the domain associated with the submitted e-mail address or administering accounts on behalf of such provider.

4. Submissions. If the Promotion allows or requires you to submit computer code, a photo, video, essay, or other creative material (each a “**Submission**”), your submission must comply in all respects with the following guidelines, and must not constitute any of the Prohibited Activities specified in our [\*Terms of Use\*](#), or your Submission may be disqualified or taken down.
  - a. The Submission must be Participant’s own original work, executed solely by Participant(s). Modifying, enhancing or altering a third party’s pre-existing work does not qualify as Participant’s own work.
  - b. The Submission must not contain material that violates or infringes the rights of another person or entity including, but not limited to, privacy rights, rights of publicity, copyright, trademark, or other intellectual property rights.
  - c. The Submission must not refer to or display the trademarks, brand names, or product names of anyone other than Sponsor.
  - d. You must have written permission from any person that appears in your Submission granting the right to make the Submission and to grant the rights granted in the Official Rules.
  - e. The Submission must not include the names or other indicia identifying any person, living or dead, (other than historical or public persons) without permission.
  - f. The Submission must not reveal any personal information about another individual, including another person’s address, phone number, e-mail address, or any other information that may be used to contact or impersonate that individual.
  - g. The Submission must not: (i) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group; (ii) promote violence, bigotry, racism, hatred or harm against any group or individual; or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; (iii) promote illegal gambling, alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iv) be indecent, obscene, profane or pornographic; or (v) suggest or be in violation of any law.

By submitting a Submission, Participant represents and warrants that the Submission complies with the requirements set forth in the Official Rules and has not been previously published. Sponsor reserves the right to take down or not otherwise use any Submission.

Participant agrees that Sponsor is free to post, disclose or otherwise publicize the Submission and the ideas contained therein without any compensation to the Participant or any third party. Participant hereby grants Sponsor, its licensees, and sublicensees an irrevocable, unlimited, worldwide, license and right to publicize the Submission in any way, in any

and all media, now known or created in the future, for advertising, marketing, public relations, and promotional purposes, without any right to review or approve any use or changes, and without consideration to the Participant or any third party. You will maintain all right, title, and interest in any intellectual property you develop during the Promotion, to the extent permitted by applicable law.

SUBMISSIONS ARE THE VIEWS OR OPINIONS OF THE PARTICIPANT AND DO NOT NECESSARILY REFLECT THE VIEWS OF SPONSOR. Any Submission will be deemed made at the direction of the Participant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

5. Prizes or Promotional Items. All prizes or promotional items are provided “AS IS” without any warranty of any kind from Sponsor. All prizes and promotional items are subject to availability and other restrictions. Prizes and promotional items are non-transferable and no cash redemption or substitution allowed, except at Sponsor’s sole and absolute discretion. Sponsor reserves the right at any time to substitute any prize or promotional item or a component thereof with an item of equal or greater value, including, without limitation, at the Sponsor’s sole discretion, a cash award, if the advertised item has become unavailable. If gift cards or event tickets are included, they are subject to the terms and conditions associated with the gift cards or tickets. In no event will more than the stated number of prizes or promotional items be awarded. If for any reason, more prize or promotional award notices are sent, or prizes or promotional items are claimed, than are intended to be awarded in a chance-based Promotion, Sponsor reserves the right to award the actual number of prizes or promotional items through a random drawing from among all verified and validated claims received.
6. Prize Notifications. Sponsor will attempt to notify the potential winners of any prizes as set forth in the Specific Terms but is not responsible for any failure to notify a winner beyond Sponsor’s reasonable control. Each prize will only be awarded to a verified winner. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.
7. Taxes. To the extent allowed by applicable law, all taxes imposed on the awarding and/or acceptance of a prize or promotional item are solely the responsibility of each recipient. Sponsor may be required by law to collect or withhold taxes from any winner.
8. Mobile Devices. If you participate via a smartphone or other mobile device, message and data rates may apply. Not all cellular service providers offer the service necessary to participate in this Promotion through a mobile device. Please check with your provider for specific capabilities and pricing.
9. Communication Failures. Sponsor is not responsible for any incomplete, lost, stolen, late, misaddressed, misdirected, or undelivered entries, prize notifications, or other mail, emails or messages, including without limitation e-mails or messages that are not received because of a winner’s privacy or spam filter settings which may block or divert such notifications to a spam or junk folder.

10. Technology Failures. Sponsor is not responsible for failures or malfunctions of phones, tablets, computers or other hardware or devices (each a “**Device**”); problems associated with phone lines, cellular systems or telephone or data transmission systems; interrupted or unavailable networks, servers or other connections; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet; or any technical problem, including but not limited to any injury or damage to any person's Device related to or resulting from participation in the Promotion.
11. Social Media. This Promotion is in no way sponsored, endorsed or administered by or associated with Facebook, Instagram, YouTube, Pinterest, Snapchat, Twitter, or other social media channel (collectively, “**Social Media Channels**”). All entry information is being provided to the Sponsor and not to any Social Media Channel. Social Media Channels are completely released of all liability by each Participant in the Promotion. Any questions, comments or complaints regarding the Promotion must be directed to the Sponsor and not the applicable Social Media Channel.
12. Release and Indemnification. By participating in a Promotion, Participants agree, to the extent allowed by applicable law, to release, discharge, indemnify and hold harmless Aptos Labs and, if different, the Sponsor, any Promotion administrator, prize or promotional item providers, Social Media Channels, and their respective parents, subsidiaries and affiliated companies, contractors, advertising and promotion agencies, and any other entities directly associated with this Promotion, and each of their respective officers, directors, employees, representatives and agents (collectively, the “**Released Parties**”) from and against any claims made by Participants related in any way to the operation of this Promotion, as well as any other claims, damages, charges, fines or liability due to any injuries, damages or losses to any person (including death) or property of any kind, or any claims of violation of rights of publicity or privacy, defamation or portrayal in a false light, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a prize or promotional item or participation in this Promotion or in any Promotion-related activity. Notwithstanding the foregoing, nothing herein waives any liability for personal injury or death caused by a party's negligence. The Released Parties shall have no liability for any problems or errors of any kind whether computer, network, mechanical, human, electronic, typographical, printing, or otherwise relating to or in connection with the Promotion. Sponsor reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which Participant is required to indemnify a Released Party, and Participant agrees to cooperate with Sponsor's defense of such claims.
13. Publicity Release. Each prize winner consents to the use of their name, likeness, biographical information, and voice (as applicable) for promotional purposes and in advertising worldwide without approval rights or additional compensation, except where prohibited by law.
14. Privacy Notice. To the extent allowed by applicable law, personal information collected during the Promotion may be used or disclosed by Sponsor and its affiliates and their representatives as stated in these Official Rules, for purposes of Promotion administration, winner identification, qualification, notification, awarding of prizes, use

on the Winners List, and otherwise as expressly agreed by the Participant or as required by applicable law. Subject to the foregoing, all personal information submitted when entering a Promotion otherwise is subject to our privacy policy, currently available at <https://aptoslabs.com/privacy>.

15. **Winner List:** Information about the winner(s) of any Promotion can be requested by sending an email to [terms@aptoslabs.com](mailto:terms@aptoslabs.com). Be sure to include the exact name of the Promotion you are asking about. Requests must be received within 60 days after the end of the applicable Promotion. Winner information also may also be posted on a website designated in the Specific Terms promptly after the winner(s) has/have been selected and verified. If such information is posted, it will be available for at least 60 days from the last day of the Promotion Period stated in the Specific Terms.