

**CoinFlip 2021 Funky Crypto Giveaway
Terms and Conditions**

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS PROMOTION. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

EACH WINNER WILL BE REQUIRED TO RESPOND TO WINNER NOTIFICATION AND OTHER COMMUNICATIONS FROM SPONSOR (DEFINED BELOW) WITHIN FORTY-EIGHT (48) HOURS ACCORDING TO THE NOTICE(S) FROM SPONSOR OR PRIZE MAY BE FORFEITED (IN SPONSOR'S SOLE DISCRETION).

THIS GIVEAWAY IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INC. ("FACEBOOK"), INSTAGRAM, INC. ("INSTAGRAM"), GOOGLE LLC ("GOOGLE" or "YOUTUBE"), OR TWITTER, INC. ("TWITTER") OR ANY PRIZE MANUFACTURER.

BY ENTERING THIS PROMOTION, YOU AGREE TO THESE TERMS AND CONDITIONS, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU, A LIMITATION OF YOUR RIGHTS AND REMEDIES, BINDING ARBITRATION OF CLAIMS, WAIVER OF CLASS-ACTION CLAIMS, AND WAIVER OF THE RIGHT TO TRIAL BY JURY.

OVERVIEW: The CoinFlip 2021 Funky Crypto Giveaway ("**Promotion**") is sponsored by GPD Holdings LLC d/b/a CoinFlip ("**Sponsor**").

The Promotion begins at **12:00 pm CST on September 28, 2021**, and ends at **11:59 pm CST on September 28, 2021** ("**Promotion Period**"). Entries for the Promotion must be received during that Promotion Period.

If you satisfy the eligibility requirements (described below), you may enter the Promotion by following the steps as described in the "How to Enter" section below. Following the conclusion of the Promotion Period, Sponsor will select one (1) winner through a random drawing from among all eligible entries received during that Promotion Period, for a total of one (1) winner during the Promotions Period. Participation in this Promotion constitutes entrant's full and unconditional agreement to and acceptance of these Terms and Conditions and the decisions of Sponsor. Facebook, Instagram, Google, YouTube, and Twitter are referred to collectively in these Terms and Conditions as the "**Social-Media Platforms**."

ELIGIBILITY: This Promotion is open only to legal residents of any one (1) of the fifty United States or the District of Columbia ("**Territory**") who are at least eighteen (18) years old and the age of majority in their primary jurisdiction of residence as of the date of entry. Corporate entities are not eligible and have no right to claim any prize won by their employees. Employees, officers, directors, members, managers, agents, and representatives of Sponsor, its advertising and promotion agencies, and any other entities participating in the

design, promotion, marketing, administration or fulfillment of this Promotion, as well as each of their respective parent corporations, subsidiaries and affiliated companies (collectively, with Facebook, Instagram, Google, and Twitter, the “**Released Parties**”) and members of the immediate families (defined for these purposes as including any spouse, partner, parent, legal guardian, child, legal ward, sibling, grandparent, or grandchild and each of their respective spouses) and individuals living in the same household as such persons (whether or not related) are not eligible. This Promotion is void outside of the Territory and where prohibited by law.

HOW TO ENTER: During the Promotion Period, eligible participants must (1) listen to the Funky Crypto Podcast Episode 91 live on Tuesday, September 28, 2021, at 12:00pm CST. The podcast will be live on Twitter and can be accessed at <https://twitter.com/Benaskren> (2) visit the Sponsor’s Twitter page at <https://twitter.com/CoinFlipATM> and follow the account (3) Comment about the podcast’s topic on Sponsor’s Tweet announcing the Promotion. You may be required to log in with your email address or through your Social Media Platform account(s) to earn an entry into the Promotion and to allow us to communicate with you about the Promotion. You will earn one (1) entry into the Promotion by completing all three (3) steps set forth above. for each. Limit one entry per person.

Any text, photos or other content you provide, post, create or submit in connection with the completion of an action is referred to collectively in these Terms and Conditions as your “**Entrant Content.**” All Entrant Content must comply with these Terms and Conditions (including, without limitation, the Submission Requirements section below) and any terms and guidelines applicable to your use the applicable Social-Media Platform, including each Social-Media Platform’s Terms of Service. Your completion of the required steps will not be deemed an entry into the Promotion until Sponsor verifies that it meets all requirements of these Terms and Conditions. For an entry to be valid, all Entrant Content must comply with these Terms and Conditions, but the substantive content of any Entrant Content will not otherwise affect your chances of winning.

Entries must be completed and received by Sponsor during the Promotion Period or they will be void. Entries are “received” when the entry is posted to Sponsor’s Twitter account. Other proof of submitting an entry (such as a printed or copied screenshot) does not constitute actual receipt of the entry for purposes of this Promotion. Sponsor’s clock will be the official timekeeper for this Promotion. Each entrant must be the rightful owner of the email account or any Social-Media Platform account utilized for entry.

Any attempt by entrants to obtain more than the permitted number of entries by any method or means are void and persons engaging in such conduct may, in Sponsor’s sole discretion, be disqualified. Normal Internet access and usage charges imposed by your Internet Service Provider may apply. Those who do not follow all of the instructions or abide by these Terms and Conditions will be disqualified and any associated entry void. Purported entries that are incomplete, lost, late, misdirected, illegitimate, forged, altered, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. The use of any device or process to automate the entry process is prohibited. Entries will not

be acknowledged. Entries made on your behalf by another, made by you on behalf of any other individual, or made by any entity, and/or originating at or using any web site or online service, including, without limitation, commercial promotion subscription, notification, and/or entering services, will be declared invalid and disqualified from this Promotion. As a condition of entering the Promotion, without limiting any other provision in these Terms and Conditions, each entrant gives consent for Sponsor and its agents to obtain and deliver his or her name, address, and other information and content to third parties for the purpose of administering this Promotion and complying with applicable laws, regulations, and rules.

SUBMISSION REQUIREMENTS: Your Entrant Content must meet all of the requirements in these Terms and Conditions, including the following, or the associated entry will be disqualified:

- If your Entrant Content mentions or depicts any identifiable person other than you, you agree that (a) such person is 18 years old or older and the age of majority in his or her state of residence and you have that person's approval to include her or his name (and, if applicable, likeness or image) in the Entrant Content and submit it in this Promotion and can provide Sponsor proof of that approval in writing upon Sponsor's request and within the timeframe requested or (b) such person is your own minor child or ward and you are capable of granting such approval on behalf of her or him.
- All aspects of the Entrant Content must be originally created by and solely owned by you (or be in the public domain). Except for materials in the public domain, all third-party content and content unoriginal to you is prohibited.
- Entrant Content must not create or imply any association between Sponsor and any individual or entity or his, her, or its products or services.
- Entrant Content must not contain any commercial or corporate advertising (including, without limitation, corporate logos, brand names, and slogans), recognizable branded products, or commercial artwork other than those of Sponsor.
- Entrant Content must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright (including moral rights), trademark, trade secret, or rights of privacy or publicity.
- Entrant Content must not include information or content that is false, fraudulent, deceptive, misleading, defamatory (include trade libel), disparaging, unlawfully harassing, threatening, profane, obscene, pornographic, hateful, indecent, inappropriate, or injurious to any Released Party or any other party. Entrant Content must not contain or describe any harmful or illegal activity or content or in any way violate any federal, state, or local laws, rules, or regulations.
- Entrant Content must be suitable for presentation in a public forum.
- Entrant Content must not suggest, depict, or describe any inappropriate, unlawful, or dangerous behavior or use of Sponsor's or any other products or services.
- **You agree that your participation in the Promotion and agreement to these Terms and Conditions and any Released Party's display and use of the Entrant Content permitted under these Terms and Conditions will not violate any agreement to which you are a signatory or party.**

- **To the fullest extent permitted by applicable law, you agree to indemnify the Released Parties against any and all claims from any third party for any use or reuse by any Released Party of the Entrant Content permitted under these Terms and Conditions.**

Sponsor reserves the right in its sole discretion to disqualify from the Promotion any entrant whose Entrant Content refers, depicts, or in any way reflects negatively upon a Released Party, the Promotion, or any other person or entity or does not comply with any provision of these Terms and Conditions (including the above Submission Requirements), all as determined by Sponsor in its sole discretion.

ODDS AND WINNER SELECTION/NOTIFICATION: One (1) winner will be selected in a random drawing from among all eligible entries received during the Promotion Period. The drawing will take place within approximately one (1) business day of the close of the Promotion Period. Odds of winning a prize depends on the number of eligible entries received for the Promotion Period.

Within approximately one (1) business day of the prize selection, Sponsor will attempt to contact the potential winner by direct message to the Twitter account that created the entry. Potential winners who enter by logging into one of their Social Media Platform accounts are responsible for ensuring the privacy settings permit Sponsor to contact them and are responsible for checking any “other” or similar message boxes. The potential winner will be required to respond to Sponsor as instructed within forty-eight (48) hours of Sponsor attempting to contact the potential winner as described above, or as otherwise specified. Entrants are encouraged to monitor their junk mail folder for correspondence from Sponsor.

If any prize, prize notification, or Promotion-related communication is rejected, faulty, or returned as undeliverable or if the potential winner does not respond according to the notification’s or Sponsor’s instructions or otherwise fails to comply with these Terms and Conditions, the prize may, in Sponsor’s sole discretion, be forfeited and an alternate winner may be selected (time permitting). Upon prize forfeiture, no compensation will be given and Sponsor will have no responsibility or liability to that participant. To claim a prize, each potential winner must follow the directions in his or her notification. Sponsor reserves the right to modify the notification procedures in connection with the selection of an alternate potential winner, if any.

Any potential winner may, in Sponsor’s sole discretion, be required to complete, sign, have notarized (if applicable) and return a Declaration of Eligibility and Liability/Publicity Release (unless prohibited by law) and tax documents, if applicable (collectively, “**Prize Winner Documents**”) within the time frame specified and in the form provided by Sponsor, without revision, or prize may be forfeited. The Prize Winner Documents, if applicable, must be received by Sponsor within three (3) days of Sponsor sending the documents to the potential winner or other time frame as stated in the Prize Winner Documents, or prize may be forfeited and an alternate winner may be selected. The prize claim and Prize Winner Documents are subject to verification by Sponsor. The prizes, if legitimately claimed, will be

awarded. Sponsor will not be obligated to pursue more than three (3) alternate winners (time permitting) for any prize for any reason, in which case that prize may go unawarded.

PRIZES & APPROXIMATE RETAIL VALUE (“ARV”): The winner of the promotion will win a cryptocurrency of winner’s choice chosen from the cryptocurrencies offered by Sponsor. The amount of cryptocurrency will be equal to \$1,000 USD based on the cryptocurrency’s market value at the moment the prize is sent to winner. (ARV equals \$1,000).

Only one prize per person or household will be awarded. All prize details not specifically stated in these Terms and Conditions will be determined by Sponsor in its sole discretion. ARV is as of the date of printing of these Terms and Conditions. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded. All taxes (federal, state, and local), as well as any expenses associated with prize acceptance and use and not specified in these Terms and Conditions as being provided as part of the prize, are the sole responsibility of the winner. Sponsor is not responsible for and will not replace any lost, mutilated, or stolen prize or prize component, or any prize/prize component that is undeliverable or does not reach a winner because of incorrect or changed contact information. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. Sponsor is not responsible for any inability of any winner to accept or use any prize (or portion thereof) for any reason. Winner is strictly prohibited from selling, auctioning, trading or otherwise transferring any part of a prize, except with Sponsor’s permission, which may be granted or withheld for any reason in its sole discretion. No transfers, prize substitutions or cash redemptions will be made, except at Sponsor’s sole discretion. Sponsor reserves the right to substitute any stated prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, prize unavailability. No more than the stated prize will be awarded. Entrants waive the right to assert, as a cost of winning any prize, any and all costs of verification and redemption or travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim said prize.

LIMITATION OF LIABILITY:

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE ACCEPTANCE, USE, MISUSE, OR AWARDED OF THE PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY PRIZE OR PROMOTION-RELATED ACTIVITY INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, LOSS, DEATH OR ACCIDENT TO/OF PERSON OR PROPERTY. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE THE RELEASED PARTIES’ LIABILITY FOR PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGE CAUSED BY THE RELEASED PARTIES, OR FOR THE RELEASED PARTIES’ GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL, WILLFUL, MALICIOUS, OR RECKLESS MISCONDUCT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers' terms therefore, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

ADDITIONAL DISCLAIMERS:

Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the entrant, or by human error: entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of any stated limit; any lost, late, incomplete, illegible, unintelligible, garbled, mutilated, or misdirected entries, email, social media direct message, mail, or Promotion-related correspondence or materials or postage-due mail; any error, omission, interruption, defect or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos, or misprints in these Terms and Conditions, in any Promotion-related advertisements, or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications. The Released Parties are not responsible for electronic communications that are undeliverable or otherwise not received or noticed by entrant as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or voicemail inbox to receive email or voicemail messages. Released Parties are not responsible, and may disqualify you, if your email address, Facebook, Instagram, Google, or Twitter account, or other contact information does not work or is changed without prior written notice to Sponsor. Without limiting any other provision in these Terms and Conditions, Released Parties are not responsible or liable to any entrant or winner (or any person claiming through such entrant or winner) for failure to supply a prize or any part thereof in the event that any of the Promotion activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the

applicable Released Party (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

GENERAL RULES:

By entering the Promotion (except where prohibited by law), each entrant grants the Released Parties the irrevocable, sublicensable, absolute right and permission to use, publish, post or display her or his name, photograph, likeness, voice, prize information, biographical information, any quotes attributable to her or him, other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) and Entrant Content for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to her or him, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), worldwide, without any limitation of time, and without notice, review, or approval and each entrant releases all Released Parties from any and all liability related thereto. Nothing contained in these Terms and Conditions obligates Sponsor to make use of any of the rights granted herein and entrant waives any right to inspect or approve any such use.

Sponsor's decisions will be final in all matters relating to this Promotion, including interpretation of these Terms and Conditions, acceptance or rejection of purported entries, determination of the winner, and awarding of the prize. All participants, as a condition of entry, agree to be bound by these Terms and Conditions and the decisions of Sponsor. Failure to comply with these Terms and Conditions may result in disqualification from this Promotion. Participants further agree to not damage or cause interruption of the Promotion and/or prevent others from participating in the Promotion. Sponsor reserves the right to restrict or void online entries or participation from any Social-Media Platform account or other identifiable source if any suspicious entry and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void entries of any entrants who Sponsor believes have attempted to tamper with or impair the administration, security, fairness, or proper play of this Promotion. Sponsor's failure to or decision not to enforce any provision in these Terms and Conditions will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Promotion-related materials and/or these Terms and Conditions (including any alleged discrepancy or inconsistency within these Terms and Conditions), it will be resolved by Sponsor in its sole discretion. Entrants waive any right to claim ambiguity in the Promotion structure or these Terms and Conditions. If Sponsor determines, at any time and in its sole discretion, that a winner or potential winner is disqualified, ineligible, in violation of these Terms and Conditions, or engaging in behavior

that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person, Sponsor reserves the right to disqualify that winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. The Released Parties are not responsible and will have no liability for any purported Entry Materials or other content that is removed from a Social-Media Platform for any reason at any time, including removal by Facebook or Instagram or Google or Twitter of content that would otherwise qualify as an entry in response to such content being “flagged” or reported as inappropriate. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Released Parties are not responsible for any changes to or unavailability of a Social-Media Platform that may interfere with the Promotion (including any limitations, restrictions, or conditions placed upon Sponsor's ability to use such Social-Media Platform for the Promotion as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices or communicate with Sponsor, in which case Sponsor, in its sole discretion, may terminate or modify the Promotion. If the Promotion is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Promotion and award the prizes from eligible, non-suspect entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Terms and Conditions in an attempt to obtain any prize, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. In the event of a dispute concerning the identity of a participant, the participant will be declared to be the registered account holder of the email address or Social-Media Platform used for entry, but only if that person meets all other eligibility criteria, otherwise the entry may, in Sponsor's sole discretion, be disqualified and any potential prize won forfeited. A registered account holder is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Winner may be required to show proof of being the registered account holder. If a dispute cannot be resolved to Sponsor's satisfaction, in its sole discretion, the entry will be deemed ineligible. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY VIOLATE CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW/DISPUTES/ARBITRATION: YOU AGREE THAT THESE TERMS AND CONDITIONS AND YOUR PARTICIPATION IN THE PROMOTION ARE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS. BOTH YOU AND SPONSOR WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO BRING OR RESOLVE ANY DISPUTE AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE

ATTORNEY GENERAL ACTION. NOTWITHSTANDING ANY PROVISION IN THE JAMS (DEFINED BELOW) RULES TO THE CONTRARY, THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY OR ANY JURISDICTION TO HEAR THE ARBITRATION AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR TO CONSOLIDATE, JOIN, OR OTHERWISE COMBINE THE CLAIMS OF DIFFERENT PERSONS INTO ONE PROCEEDING.

THE PARTIES EACH AGREE TO FINALLY SETTLE ALL DISPUTES ONLY THROUGH ARBITRATION; PROVIDED, HOWEVER, THE SPONSOR SHALL BE ENTITLED TO SEEK INJUNCTIVE OR EQUITABLE RELIEF IN THE STATE AND FEDERAL COURTS LOCATED IN OR HAVING JURISDICTION OVER COOK COUNTY, ILLINOIS AND ANY OTHER COURT WITH JURISDICTION OVER THE PARTIES. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND REVIEW IS LIMITED. THE ARBITRATOR'S DECISION AND AWARD IS FINAL AND BINDING, WITH LIMITED EXCEPTIONS, AND JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT WITH JURISDICTION. THE PARTIES AGREE THAT, EXCEPT AS SET FORTH ABOVE, ANY CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PROMOTION WILL BE RESOLVED SOLELY BY BINDING ARBITRATION BEFORE A SOLE ARBITRATOR UNDER THE STREAMLINED ARBITRATION RULES & PROCEDURES OF JAMS INC. ("**JAMS**") OR ANY SUCCESSOR TO JAMS. IN THE EVENT JAMS IS UNWILLING OR UNABLE TO SET A HEARING DATE WITHIN FOURTEEN (14) DAYS OF THE FILING OF A "DEMAND FOR ARBITRATION," THEN EITHER PARTY CAN ELECT TO HAVE THE ARBITRATION ADMINISTERED BY ANOTHER MUTUALLY AGREEABLE ARBITRATION ADMINISTRATION SERVICE WHO WILL HEAR THE CASE. IF AN IN-PERSON HEARING IS REQUIRED, THEN IT WILL TAKE PLACE IN SAN FRANCISCO, CA, CHICAGO, IL, NEW YORK CITY, NY, LOS ANGELES, CA, ATLANTA, GA OR DALLAS, TX (WHICHEVER IS CLOSEST TO YOUR RESIDENCE). THE FEDERAL OR STATE LAW THAT APPLIES TO THESE TERMS AND CONDITIONS WILL ALSO APPLY DURING THE ARBITRATION. DISPUTES WILL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS AND WILL NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDINGS THAT INVOLVE ANY CLAIMS OR CONTROVERSY OF ANOTHER PARTY, INCLUDING ANY CLASS ACTIONS OR CLASS ARBITRATIONS; PROVIDED, HOWEVER, IF FOR ANY REASON ANY COURT OR ARBITRATOR HOLDS THAT THIS RESTRICTION IS UNCONSCIONABLE OR UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE DOES NOT APPLY AND THE DISPUTE MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN COOK COUNTY, ILLINOIS. SPONSOR AGREES TO PAY THE ADMINISTRATIVE AND ARBITRATOR'S FEES IN ORDER TO CONDUCT THE ARBITRATION (BUT SPECIFICALLY EXCLUDING ANY TRAVEL OR OTHER COSTS OF ENTRANT TO ATTEND THE ARBITRATION HEARING). EITHER PARTY MAY, NOTWITHSTANDING THIS PROVISION, BRING QUALIFYING CLAIMS IN SMALL CLAIMS COURT. IN NO EVENT WILL YOU SEEK OR BE ENTITLED TO RESCISSION, INJUNCTIVE OR OTHER EQUITABLE RELIEF OR TO ENJOIN OR RESTRAIN THE OPERATION OR EXPLOITATION OF THE PROMOTION.

Further, in any such dispute, under no circumstances will you be permitted or entitled to obtain awards for, and hereby waive all rights to claim, incidental or consequential damages.

The prior limitation on damages is not intended to limit the Released Parties' obligation (if any) to pay prevailing party costs or fees if recoverable pursuant to applicable law.

PRIVACY: As described elsewhere in these Terms and Conditions, Sponsor collects certain information from Entrants, including personal information of individual Entrants, for purposes of administering the Promotion and complying with applicable laws, regulations, and rules. By participating in the Promotion, Entrant gives consent for Sponsor and its agents to use and provide such personal information (e.g., name, Facebook/Instagram/Google/Twitter username, contact information), and other information and content provided by Entrant in connection with the Promotion, to third parties for purposes of administering the Promotion and complying with applicable laws, regulations and rules. Sponsor may keep Entrant and Promotion related information after completion of the Promotion for business management and record keeping purposes. In addition, certain information about each Entrant and each Entrant's Entrant Content, may be publicly visible on Facebook, Instagram, Google/YouTube, or Twitter and elsewhere as posted or made available by Sponsor, and Sponsor may use such information to communicate with Entrants about the Promotion status, or for advertising, trade, publicity, and promotional purposes according to the rights granted in these rules and other Promotion-related documents. By participating in the Promotion, each Applicant agrees to the CoinFlip Privacy Policy: <https://www.coinflip.tech/privacy-policy>.

Your participation may require you to log into third party Social Media Platform account(s). Doing so may allow us to collect (or the third party to share) information about you. The information collected and stored by the third party remains subject to the third party's privacy practices, including, without limitation, whether the third party continues to share information with us, the types of information shared, and your choices with regard to what is visible to others on that third-party website or service. CoinFlip is not responsible for the privacy or other practices employed by any third party.

WINNER'S LIST/TERMS AND CONDITIONS: A copy of these Terms and Conditions is available online during the Promotions Period by visiting <https://coinflip.tech/funky-crypto-pod-giveaway>. For information about who won, send an email to Info@Coinflip.tech with the subject line "CoinFlip 2021 Funky Crypto Giveaway Winner." Requests for winner information must be received no later than three (3) months after the end of the Promotions Period. For accessing a Winner List online, visit <https://twitter.com/CoinFlipATM>. The winner list will be posted after winner confirmation is complete.

SPONSOR: GPD Holdings LLC d/b/a CoinFlip, 4957 Oakton St. Suite 263, Skokie IL, 60077, Info@Coinflip.tech.