

KOII CHEEKY LIL' CONTEST COMPETITION OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

OPEN ONLY TO INDIVIDUALS WHO ARE OVER THE AGE OF MAJORITY IN THEIR RESIDENT JURISDICTION AS OF THE DATE OF SUBMISSION. NOT OPEN TO RESIDENTS OF THE UNITED STATES, GIBRALTAR, AND QUEBEC. BY ENTERING THIS CONTEST, YOU REPRESENT THAT YOU SATISFY ALL OF THE ELIGIBILITY REQUIREMENTS IN RULE 2 BELOW AND YOU ARE DEEMED TO HAVE READ AND TO AGREE TO BE BOUND UNCONDITIONALLY BY THESE OFFICIAL RULES (THE "RULES"). VOID WHERE PROHIBITED BY LAW.

The **Koii Cheeky lil' contest** (the "**Promotion**") is sponsored by Koi Labs Inc., a corporation organized under the federal laws of Canada (the "**Sponsor**") and is open to any Entrant (as defined below) who has entered an entry. Any violation of these Rules may, at Sponsor's discretion, result in disqualification. All decisions of the Sponsor or judges regarding this Promotion are final and binding in all respects.

1. **PROMOTION PERIOD.** The Promotion begin July 20th 2021 and ends on August 2nd 2021, when all entries must be received (the "**Promotion Period**"). To enter:
 - a. Share contest tweet on Twitter and tag 3 friends
 - b. Add string of identifying characters within your Koii digital wallet (your "Koii ID") to Twitter bio
 - c. Follow @KoiiNetwork on Twitter and be in the Koii community Telegram and Discord Channels

Not all entries will be acknowledged by the Sponsor or its representatives. All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of these Rules may be disqualified. The Sponsor is not responsible for any lost, delayed, illegible, incomplete or misdirected entries.

2. **ELIGIBILITY.** You are **ineligible** to participate in this Promotion if you fall into one of the following categories:
 - a. anyone below the age of 18 at the date of entry
 - b. officers, directors, members, and employees and immediate family members of the Sponsor, the judging organization (if applicable), or any other party associated with the development or administration of this Promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals;
 - c. residents of the United States, Gibraltar, Quebec and any other jurisdiction where the Promotion is prohibited or requires regulatory approval;
 - d. an entry with an account that is not following @KoiiNetwork on Twitter on the Selection Date (as defined below);

- e. individuals who are not connected to “The Koi Pond Official” Telegram group found at https://t.me/joinchat/OEHs_8T9-8ZhZmU5 or the “Koi Discord” discord server accessible at <https://discord.gg/KZKH83vz>.
- f. Any account deemed by the Koi team as a “bot” is not eligible to win
- g. anyone who fails to comply with these Official Rules or otherwise tampers with the entry process (e.g. signing up twice under different names or aliases to increase chances of being selected).

At any time, the Sponsor will have the right to request from any individual who has participated in this Promotion by submitting an entry (each an “**Entrant**”) proof of identity and/or eligibility to participate. Failure to provide proof within a reasonable time or the provision of false or misleading information could result in the Entrant’s disqualification. The Sponsor reserves the right to disqualify any Entrants who, in Sponsor’s sole discretion, do not comply with these Official Rules or who otherwise tamper with the entry process.

3. **WINNER SELECTION AND NOTIFICATION.** Winner selection will be conducted in two rounds. The first round consists of a judge selected by the Sponsor choosing the top three entrants from all eligible entries received by the Sponsor during the Promotion Period on or about August 2nd 2021 (the “**Selection Date**”). The second round will be decided based on popular vote by polling The Koi Pond Official and the Koi Discord community members, with a potential winner being determined by who gets the most votes. Any potential winner will be notified by email to the email address provided on the contact form. Before being declared the winner, a selected Entrant must first correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill testing question to be administered by Sponsor or its representative by phone. If a potential winner: (i) cannot be contacted; (ii) does not respond within 24 hours from the date the Sponsor first tries to notify them; (iii) fails to correctly answer the skill testing question, (iv) fails to return the Release (as defined in Rule 5); (v) refuses the Prize (as defined in Rule 4); and/or (vi) the Prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the Prize, and the Entrant with the next most number of votes received from The Koi Pond Official and the Koi Discord community members will be selected as an alternate potential winner. Sponsor is not responsible for any change in an Entrant's email address or for any failure whatsoever of Entrant to receive Sponsor’s notification or for Sponsor to receive a selected Entrant’s response. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion, including without limitation the execution of the Release, such individual will be declared the “winner” of the Promotion.
4. **PRIZES.** There will be one (1) prize available to be won, \$1000 USDT, which will be transferred to a digital wallet address (“**Wallet**”) of the winner’s choice (the “**Prize**”) by the Sponsor using such delivery method as determined by the Sponsor in its sole discretion. The Sponsor makes no representations or guarantees as to the fiat currency value, if any, of the Prize. No Prize or any portion thereof is transferable or redeemable for cash. No substitutions may be made for the Prize except by the Sponsor, in which case a prize, of equal or greater value in the sole opinion of the Sponsor, will be substituted. All federal, provincial, state or other taxes that may apply due to the receipt of a prize are the sole responsibility of the individual who receives that prize. The Sponsor shall not be responsible for any failure by the winner in facilitating the transfer of the Prize to their Wallet or for any damage to the Prize after it is

sent to the Wallet or if factors beyond the Sponsor's reasonable control prevent the Prize from being fulfilled/awarded.

5. **RELEASE.** Before being declared the winner, the selected Entrant will be required to sign a declaration of eligibility and release form (the "**Release**") indicating that the selected Entrant: (a) has complied and agrees to comply with these Rules; (b) accepts the Prize as offered; (c) will keep their winning notification confidential until notified by the Sponsor; (d) releases the Sponsor, its affiliates and their respective officers, directors, shareholders, agents, employees, contractors, advisors, representatives and any other parties to be added to the Release in the Sponsor's sole discretion (the "**Released Parties**") from any and all liability arising from their participation in the Promotion or their acceptance, use, misuse or awarding of the Prize; (e) indemnifies the Released Parties from any and all losses that the Released Parties may incur arising out of any act or omission by the Entrant in connection with the Promotion or the Prize; and (f) except where prohibited by law, acknowledges and consents to the Sponsor's and its authorized representatives' right to use, publish and/or broadcast the winner's name, address, image and/or statements without further compensation other than the Prize offered, worldwide and in perpetuity, in any and all forms of media now known or hereafter devised, including the Internet, in any publicity carried out by the Sponsor. The wording of the Release will be determined by the Sponsor, in its sole discretion. The Sponsor may also add such other terms and conditions to the Release as the Sponsor, in its sole discretion, may deem necessary. The selected Entrant must return the Release by the date indicated on the document. If the Release is not returned on time or is returned as non-deliverable, or if the selected Entrant fails to answer the skill-testing question correctly or is disqualified for any other reason, in the Sponsor's sole discretion, the Prize will be forfeited by such Entrant and another Entrant will be selected from the remaining eligible entries in accordance with Rule 3 until the Prize is successfully awarded.
6. **DISCLAIMERS.** The Released Parties assume no responsibility for and under no circumstances will any of the Released Parties be liable to any person or business entity for any direct, indirect, special, incidental, consequential or other damages based on any Entrant's participation in the Promotion, including for: (i) entries which are incomplete, unintelligible, lost, late or misdirected; (ii) technical failures of any kind, including but not limited to failure of the Internet during the Promotion Period, any problems, failure or technical malfunction of any telephone network or lines, online or electronic systems, servers, access providers, computer hardware or software, incomplete, garbled or delayed Internet/e-mail computer transmissions on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof or other failures related to hardware, software or virus; (iii) unauthorized human intervention in any part of the entry process or the Promotion; (iv) technical or human error related to the administration of the Promotion or the processing of entries; (v) any injury, loss or damage of any kind which may be caused, directly or indirectly, in whole or in part, from participation in the Promotion by any Entrant, use or misuse of the Prize or any part thereof; (vi) any use of the Sponsor's website (the "**Website**") or any other website to which the Website is linked (including without limitation any injury or damage to an Entrant's or any other person's computer relating to or resulting from participation or downloading any materials in this Promotion); or (vii) any Entrant's failure to abide by the Rules. The limitations of liability set out in this Rule 6 apply, without limitation, to any lost profits, and will apply even if the Released Party has been specifically advised of the possibility of such damages.
7. **GOVERNING LAW.** By participating in this Promotion, you agree to be bound by these Rules. All decisions of the Sponsor with respect to any aspect of the Promotion and these Rules, including, without limitation, the eligibility of entries and the winners are final and binding on all entrants. The laws of the Province of Ontario, excluding its provisions on conflict of laws, shall govern this Promotion. All disputes arising out of or connected with

this Promotion will be resolved individually, and without resort to class action, exclusively by a court located in Toronto, Ontario Canada with respect to any matter arising hereunder or related hereto. These Official Rules state all of the terms and conditions governing the Promotion.

8. **PRIVACY AND PERMISSION:** The Sponsor may collect personal data about Entrants for the purpose of administering the Promotion. By entering the Promotion, each Entrant consents to the collection, use and distribution of his/her personal information by the Sponsor solely for the purposes of implementing, administering and fulfilling the Promotion. The Sponsor will not otherwise use personal information obtained from the Promotion without such Entrant's express permission.
9. **CHANGES AND CANCELLATIONS.** The Sponsor reserves the right in its sole discretion and without prior notice to cancel, terminate, modify or suspend the Promotion if, for any reason, the Promotion is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of the Promotion is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond its control. In the event of an early cancellation of the Promotion, Sponsor may randomly select a winning entry from all eligible entries received prior to such cancellation. The Sponsor reserves the right to amend the Rules without prior notice if any factor interferes with the proper conduct of the Promotion as contemplated by these 1 Rules. Should multiple users of the same e-mail account enter the Promotion and a dispute thereafter arise regarding the identity of the Entrant, the authorized account holder of said e-mail account at the time of entry will be considered the Entrant. "**Authorized account holder**" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.
10. **GENERAL.** By entering the Promotion, Entrants agree to abide by these Rules and further agree that the decisions of the Sponsor are final.
11. **OFFICIAL RULES AND WINNERS LIST**
For a copy of these Official Rules or for the name of the declared winner, send a request via electronic mail to anna@koi.network