The PokerGO_® & Switch Reward Card_® Sweepstakes

Brought to you by SWITCH REWARD CARD

You could WIN a Dream Seat at the 2023 PGT Championship in Las Vegas

Sweepstakes Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR REGULATION.

BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH FORM A CONTRACT. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITY OBLIGATIONS ON THE PART OF ENTRANT AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES.

ELIGIBILITY: This Sweepstakes is open to legal residents of the 50 United States and the District of Columbia who are at least twenty-one (21) years of age or older at the time of entry (the "Entrant"). Persons in any of the following categories are NOT eligible to win a Prize: (a) employees or agents of Sponsor, Administrator, PokerGO, and each of its companies, subsidiaries, advertising and promotion agencies, ("Promotion Entities") (b) individuals engaged in the development, production or distribution of materials for the Sweepstakes; and (c) persons who are in the immediate family of any person in any of the preceding categories (including mother, father, sister, brother, daughter, son, spouse, grandmother, grandfather, children or grandchildren), regardless of where they live; or persons who reside in the same household, whether related or not, as any person in any of the preceding categories. All eligibility is subject to all federal, state and local laws and regulations. All entries submitted are the property of the Sponsor. The Sponsor's designated database clock will be the timekeeper for this Sweepstakes.

<u>SWEEPSTAKES TIMING</u>: The PokerGO & Switch Reward Card Sweepstakes (the "Sweepstakes") begins Tuesday, September 19, 2023, at 12:00:01 a.m. (midnight) Mountain Time ("MT") and ends Sunday, December 17, 2023, at 11:59:59 p.m. MT ("Sweepstakes Period"). The Sweepstakes will consist of one (1) drawing to award one (1) Prize.

Potential winner will be randomly selected by the Administrator, from all eligible entries received during the Sweepstakes Period on or about Wednesday, December 20, 2023.

Only entries that include a fully compliant entry (completion of all required fields on the entry form) will be eligible for the Sweepstakes. Entry in the Sweepstakes does not constitute entry into any other promotion, contest, or sweepstakes. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Switch Reward Card DAO LLC, 2000 Ashton Blvd, Suite 200, Lehi, UT 84043 (the "Sponsor") and/or Cohen-Friedberg Associates, LLC, Falmouth, MA 02536 www.cfapromo.com (the "Administrator") whose decisions shall be final and legally binding in all respects and not subject to further review in any forum.

HOW TO ENTER:

Opt-in Required:

Prior to any sweepstakes participation, it is mandatory for all participants to complete the opt-in form located at winwithswitch.com. Failure to do so will render the entry invalid and ineligible for the Sweepstakes.

Entry Method #1:

Enter with a transaction hash from a \$25 purchase of SWITCH ERC 20 token:

1. How to Participate:

Acquire SWITCH tokens valued at \$25 or more from an exchange. After the
acquisition is complete, participants will obtain a transaction hash – an
exclusive digital signature for the transaction.

2. Entry Submission Protocol:

- o Access the official Sweepstakes portal at WinWithSwitch.com.
- Complete the entry form by inputting both the transaction hash and your wallet address.

3. Acknowledgment of Participation:

- Upon successful verification of the details provided, entrants will be dispatched a unique NFT* as a receipt of their entry.
- This PokerGO Playing Card Utility NFT* will be directed to the digital wallet address submitted during the registration process.

*For clarity, a non-fungible token ("**NFT**") is a unique digital identifier that cannot be copied, substituted, or subdivided, that is recorded on a blockchain and that is used to certify authenticity and ownership (as of a specific digital asset and specific rights relating to it).

Entry Method #2:

Enter by purchasing a \$25 NFT

1. How to Participate:

- Visit the official PokerGO NFT sales website at WinWithSwitch.com.
- Procure the PokerGO Playing Card Utility NFT at a set price of \$25.

2. Payment:

- o Entry purchases can be settled using either credit or debit card.
- A convenience charge that covers Gas fees may be charged.

3. Acknowledgment of Participation:

- Following a successful transaction and subsequent verification, entrants will be granted a distinct NFT, serving as a formal receipt for their participation.
- In addition to the NFT, participants will receive SWITCH tokens equivalent to \$25.
- Both the NFT and the SWITCH tokens will be digitally dispatched to the wallet address the participant designated during their PokerGO Playing Card Utility NFT acquisition.

Entry Method #3:

To enter without a purchase

1. How to Participate:

• Submission details: Legibly handwrite, using ink, your full name, residential address, email, age, and phone number on a postcard.

2. Mailing Address:

• Dispatch the postcard to: PokerGO & Switch Reward Card Sweepstakes Entry, 2000 Ashton Blvd, Suite 200, Lehi, UT 84043.

3. Entry Mechanism:

- **Deadline**: Ensure your entries are postmarked no later than 12/17/23 and received by 12/20/23.
- **Constraint**: Limit to a maximum of one (1) entry daily per individual or residential address.

No photocopies, facsimiles or mechanical reproductions will be accepted. Sponsor is not responsible for lost, late, mutilated, misdirected, illegible, incomplete, inaccurate, stolen, or postage due entries or mail. Personal information collected in connection with the Sweepstakes will be used in accordance with the Sponsor's online privacy policy.

Collectible NFT Random Distribution Details:

- Rare Mythical Jokers Less than 0.000001% of total
- Mythical Aces 2% of total
- Rare: Kings, Queens 8% of total
- Uncommon: Jacks, Tens, Nines, Eights 30% of total
- Common: Numbered 2 through 7 60% of total

<u>Save your Collectible NFTs for future announced promotions!</u> PokerGo Playing Card Utility NFTs are typically dispatched to the designated wallet address associated with each purchase within a 24-hour period. While participants can acquire multiple NFTs within a single 24-hour period, it's crucial to understand that only one sweepstakes entry is allowed per person, per day, per household, regardless of the number of NFTs purchased.

Any NFTs (Non-Fungible Tokens) that are not distributed as part of this sweepstakes shall remain the exclusive property of PokerGo & Switch Reward Card. PokerGo & Switch Reward Card reserve the right to utilize these undistributed NFTs for subsequent promotions or any other lawful purposes at their sole discretion.

Entry Notes: Any attempted form of entry other than as described herein is void. Sponsor will determine, at its sole discretion, what constitutes a valid entry and reserves the right to reject any Entry that it deems, in its sole discretion, to violate any of Sponsor's policies, standards, or practices. All materials submitted become the property of the Sponsor and will not be returned or acknowledged.

Sponsor reserves the right to cancel or modify the Sweepstakes for any reason including fraud or technical failures impair the integrity of the Sweepstakes as determined by the Sponsor, at its sole discretion, and to award the Prizes based on eligible entries received prior to the cancellation.

If you opt to access the Sweepstakes via your wireless mobile device, data rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

Use of Personal Data. The sponsor and Administrator will be collecting personal data about Entrants online, in accordance with their privacy policies. Please review Sponsor's privacy policies at https://switchrewardcard.com/privacy-policy_and Administrator's privacy policy at https://www.cfapromo.com/privacy/. By participating in the Sweepstakes, Entrants hereby agree to Sponsor's and Administrator's collection and usage of their personal information and acknowledge that they have read and accepted the Sponsor's and Administrator's privacy policies. You are supplying information to the Sponsor.

Entry Notes: Entries made on another's behalf by any individuals or other entities, including but not limited to, commercial sweepstakes/contest subscription notification and/or entering services, will be declared invalid and disqualified for this Sweepstakes. Tampering with the Entry process or the operation of the Sweepstakes is prohibited, and any Entries deemed by Sponsor, at its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected Entry will be deemed ineligible.

Sponsor is not responsible for problems downloading or uploading any Sweepstakes-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Sweepstakes.

<u>SWEEPSTAKES DRAWING</u>: Random drawing will be conducted by the Administrator on or about Wednesday, December 20, 2023 from all eligible entries received during the Sweepstakes Period.

PRIZE/APPROXIMATE RETAIL VALUE ("ARV"): Only the Prize listed below will be awarded in this Sweepstakes.

One (1) Grand Prize:

One (1) Free Roll Entry to play in the 2023 PGT Championship being conducted at the PokerGO Studio, at the Aria Resort & Casino in Las Vegas, NV currently anticipated to be held Janary 14, 2023 – January 16, 2024 ("**PGT Championship**"). The Free Roll Entry will entitle the prize winner to participate in person in the PGT Championship at the lowest starting chip count for all participants (currently anticipated to be 100 big blinds).

Prize includes four (4) nights' (double occupancy) accommodations for two (2) at the Aria Resort & Casino (or its partnering hotels) during the 2023 PGT Championship.

Sponsor to determine hotel and dates, at its absolute sole discretion. Prize does not include flights or other expenses that the winner and his/her guest might incur. Winner must have proper travel identification and a valid major credit card to check into the hotel and or claim their seat at the PGT Championship.

The approximate retail value of this prize package is \$20,000.

TRAVEL NOTES:

Travel dates are subject to Sponsor approval, which Sponsor may give or withhold in its sole discretion. Hotel reservations are subject to availability. If Grand Prize Winner elects to partake in any or all portions of his/her Grand Prize with fewer than the allotted number of guests or no guest, the Grand Prize will be awarded to Grand Prize Winner and his/her guest must be twenty-one (21) years of age or older at the time of travel. Grand Prize consists only of the elements expressly set forth above; no other elements or expenses (including, without limitation, insurance, meals, unspecified ground transportation, phone calls, baggage, gratuities, incidentals, souvenirs, gasoline, etc.) are included in the Grand Prize and all such expenses are the sole responsibility of Grand Prize Winner. Grand Prize Winner and their guest are responsible for obtaining, at their own expense, any necessary travel documentation (i.e., valid photo identification, visas, passports, etc.) prior to travel.

In connection with any travel destination, please be advised that CDC guidelines, and the recommendations of health officials should be followed. In addition, guests should be aware of and comply with government guidelines regarding travel restrictions and mandatory quarantines before visiting any destination. Please note that any public location where people are present provides an inherent risk of exposure to COVID-19, and Sponsor cannot guarantee that any person will not be exposed during a visit. Check the https://www.cdc.gov/or additional information and https://wwwnc.cdc.gov/travel/page/traveler-information-center.

Any and all warranties on any Prize (if any) are subject to the respective PGT Championship (the "**Event**") terms and conditions of participation, and winner agrees to look solely to such Event for any such warranty. Prize is non-transferable. Sponsor reserves the right to substitute a Prize (or portion thereof) of equal or greater value if the advertised Prize (or portion thereof) becomes unavailable. All ARV's are subject to change based on, among other things, normal price fluctuations associated with the marketplace.

<u>DISCLAIMER</u>: WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

Prize winner is responsible for any and all applicable fees, service charges, surcharges all insurance, federal, state, and local taxes, and any other unspecified expenses associated with acceptance or use of the Prize.

If the Prize or the Prize notification is returned as undeliverable or any non-compliance with the Official Rules or failure to respond within the applicable time period, it will result in forfeiture of the

Prize and will be awarded to an alternate winner via a random drawing from all remaining eligible entries.

Prize will be awarded only if the Prize winner fully complies with these Official Rules.

<u>WINNER NOTIFICATION</u>: Prize winner will be notified via email or phone based on the information when registering in this Sweepstakes. Prize winner will be notified within three (3) business days of the drawing. Once eligibility has been verified and the Sponsor receives the Prize winner's requested information, the Sponsor will arrange to award the Prize. Prize winner must reply with all required information in order to receive their Prize.

Winning a Prize valued at \$600 or more will be required to provide proof of identity, verification of eligibility and compliance with these Official Rules, and, unless prohibited by law, a complete written Affidavit of Eligibility/Release of Liability Form, W-9 tax payer request for identification form and where legal, Publicity Release ("Affidavits") as well as any other documents required by Sponsor, all of which must be received by the Administrator fully-executed within three (3) business days of receipt or such potential prize winner may be disqualified and an alternate potential prize winner may be selected.

LIMITATION OF LIABILITY: Neither Sponsor, Administrator, the Promotion Entities, Prize suppliers, nor any of their respective parent, subsidiary or affiliated entities or any of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns (the "**Released Parties**") shall be held responsible for, and Entrant hereby releases the Released Parties from any claims arising from or in any way relating to: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (v) any injury, death or damage to persons or property, including but not limited to Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes (vi) use of any Prize and (vii) the drawing process including the outcome of the Sweepstakes.

GENERAL CONDITIONS: The Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled or damaged entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website or who are in violation of these Official Rules, as solely determined by the Sponsor, will be disqualified and all associated entries will be void.

CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. If for any reason the Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor, which corrupts or affects the administration or proper conduct of this Sweepstakes, the Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Sweepstakes or any element thereof. In the event of cancellation. Sponsor will award the Prize from among all eligible, non-suspect entries received prior to cancellation by random drawing. The use of any automated launching or entry software or any other mechanical or electronic means that permits the Entrant to automatically enter repeatedly is prohibited. Any entries found or suspected to be submitted in this manner will be deemed 'void' by the Sponsor or Administrator. Entrants, by participating, agree that Sponsor and its respective parents, affiliates, subsidiaries and advertising and Sweepstakes agencies and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and shall be held harmless by Entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any Prize or participation in this Sweepstakes.

<u>DISPUTES</u>: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the State of Utah or the appropriate Court located in the State of Utah; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) unless otherwise prohibited, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Utah, without giving effect to any choice of law or conflict of law rules (whether of the State of Utah or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Utah.

<u>WINNER'S NAME</u>: To obtain the name of the winner (available after 12/20/23), Send a self-addressed stamped envelope to PokerGO & Switch Sweepstakes Winner, C/O, Switch Reward Card, 2000 Ashton Blvd, Suite 200, Lehi, UT 84043. All such requests must be received by 11/30/23.

The use of any Prize Supplier, name or trademark in connection with any of the Prizes is solely for the purpose of describing such Prize and is not intended to suggest any affiliation or sponsorship.

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