# **Treasure Hunt Terms and Conditions**

## 1. Acceptance

The present terms and conditions for the YouHodler Treasure Hunt ("**Treasure Hunt**"), organized by Naumard Ltd., whose address is at Arch Makariou III, 172, Melford Tower, 3027 Limassol, Cyprus ("**Company**", "we", "we", "us", or "our"), set out the rules and conditions for participation in the logic based Treasure Hunt.

These Terms and Conditions ("Game Terms") constitute a legally binding agreement between Company and each participant of the Treasure Hunt, whether they are a registered or unregistered end user (each, a "Participant", "you" or "your") of the YouHodler platform located at app.youhodler.com or such other URL as may be designated by Company from time to time for the YouHodler platform made available by Naumard Ltd., as well as any mobile apps or other related services or applications thereto (collectively, the "YouHodler Platform").

By accessing and participating in the Treasure Hunt, you are deemed to have read, accepted, executed and agreed to be bound by these Game Terms (including the YouHodler <u>Privacy Notice</u> and <u>AML Policy</u> as incorporated by reference herein).

## 2. Participation

The Treasure Hunt is open to individuals who are eighteen (18) years of age or older as of May 1st, 2022, and who have agreed to these Game Terms. Prize winners are subject to certain conditions, as described by Section 4 of these Game Terms.

Participants must use the Decentraland platform (<a href="https://decentraland.org/">https://decentraland.org/</a>) in order to have access to the Treasure Hunt. All participants warrant that they have agreed to the terms of use applicable to the Decentraland platform (available here: <a href="https://decentraland.org/terms/">https://decentraland.org/terms/</a>) prior to starting the Treasure Hunt.

## a) Conduct

The Participant understands and agrees that they are fully responsible and liable for any illegal or improper conduct throughout his/her participation during the Treasure Hunt. We do not control nor endorse improper conduct during the game. Improper conduct shall include, but is not limited to, behavior which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age), promotes illegal activities (such as gambling), contains profanity or similar.

We expressly deny and disclaim any liability towards you and deny any obligation to indemnify you for any losses which you may incur as a result of another Participant's behavior during and/or after the Treasure Hunt.

# b) Copyright

You retain all rights to the content you post, upload, submit, or otherwise made available through the Treasure Hunt, except for rights expressly granted herein. In order to broadcast the Treasure Hunt, we must obtain from you certain license rights in your content so that actions we take in recording the Treasure Hunt are not considered legal violations. Accordingly, by participating in the Treasure Hunt and making your content available, you grant the Company an irrevocable, royalty free and non-sublicensable license to access, use, host, cache, store, copy, reproduce, transmit, display, publish, distribute, your content in any and all media or distribution methods but solely in order to publicize the Treasure Hunt.

You agree that this license includes the right for us to distribute, promote or publicize your content made available when participating in the Treasure Hunt, on other media and services.. You agree that your content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

The Participant also agrees to have sole responsibility for all content on or linked to their social media or similar platforms and will ensure that all materials posted on their social media or otherwise used in mention or connection with the Company (i) are not illegal, (ii) do not infringe upon the intellectual property or personal rights of any third party and (iii) do not contain or link to any material which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age), promotes illegal activities (such as gambling), contains profanity or other similar. Not make any representations, warranties or other statements concerning the Company or any of their respective products or services, except as expressly authorized herein.

## c) Liability

The Participant will be liable for their behavior and conduct during the Treasure Hunt in case of any reputation loss towards the Company or any damage done to other Participants. The Company assumes no liability for any action regarding transmissions, communications, or content provided by any Participant.

In case a Participant joins the Treasure Hunt without agreeing to these Game Terms prior to participation, they are not entitled to any prize and participate at their own risk.

### 3. Game Rules

- 3.1. The instructions for the completion of the Treasure Hunt are strictly based on the technical knowledge of the Participant.
- 3.2. The instructions will be provided on the page indicated by the Company and within the in-game play of the Treasure Hunt.
- 3.3. You must follow all the instructions in order to complete the Treasure Hunt. Failure to complete the instructions provided during the Treasure Hunt may result in the automatic disqualification from the Treasure Hunt and an automatic forfeiture of any claim to a prize.
- 3.4. The Company reserves the sole right to cancel or stop the Treasure Hunt at its own discretion at any point in time if it suspects any cheating, dishonest conduct or a hacking attempt or manipulation attempt by any Participant and/or third party.
- 3.5. You are aware that the game will start upon unlocking the Treasure Hunt building in Decentraland and will end when you click the "Finish the Hunt" button.

#### 4. Winners

- 4.1. Participants having completed the Treasure Hunt are eligible to become winners of the Treasure Hunt and receive one of the prizes ("Winners") if the Participant fits the requirements set out in this Clause 4.
- 4.2. The following requirements apply:
  - 4.2.1. Acceptance of the these Game Terms and all other referenced terms and conditions within these terms;

- 4.2.2. No double winners: Participants cannot become Winners more than once throughout the duration of the event nor accumulate prize A and B:
- 4.2.3. The Participant must finish the Treasure Hunt.
- 4.3. In order to receive prizes under categories A or B, the Winner needs to have a YouHodler account through the YouHodler Platform. The account identification number will be required to award the prize. The Winner agrees that the prize can only be awarded into his personal YouHodler account.
- 4.4. The Winner further agrees that they will complete a full anti-money laundering verification that is required from all users with a substantial amount on the platform in order to effectively receive one of the prizes under categories A (amount in MANA, the native cryptocurrency for Decentral of or category B (an NFT).
- 4.5. The Winner represents and warrants the following:
  - you are at least eighteen (18) years old and are a natural person;
  - you have the right, authority and capacity to agree in a binding way to the Terms on your behalf:
  - the information provided to YouHodler in order to create the User Account, including all know-your-customer ("KYC") information and documents are true, up to date and complete;
  - you do not provide a false name, identity or email address owned or controlled by another person with the intent to impersonate that person for any other reason;
  - you do not provide a name that is subject to any rights of a person other than yourself without proper authorisation;
  - you are not located in, or a citizen or resident, of any of the countries where the access and use of the Platform are restricted;
  - you have not previously been suspended or removed from using the services offered through the Platform;
  - you must provide current, accurate identification, contact and other information that may be required as part of the registration process on the Platform and AML policy;
  - you shall conduct yourself in a professional manner in all your interactions with YouHodler;
  - you are not a resident or citizen of the United States or of any country listed in US-, EU-, CH- or UN sanction lists or embargos.

If you are in breach of these representations and warranties, YouHodler reserves the right to take any necessary action including but not limited to the refusal to open an account on the Platform and attribution of any prizes which are available to the winners and/or participants of this Treasure Hunt.

In case Winner has not completed a full anti-money laundering verification after contact email announcing winning, the Winner will have 7 days to submit valid verification documents. If it fails, the first Winner loses the right to the prize and the second in line Winner will be contacted.

4.6. You accept that the Company reserves the right to change and/or amend the prizes given out after the completion of the Treasure Hunt. You shall be notified of any changes to the prize.

#### 5. Game Duration

The Treasure Hunt is set for three (3) days in Decentraland (May 2 2022 at 06:00:00 UTC until May 4 2022 23:59:59 UTC). You are eligible to claim a prize only if you complete the Treasure Hunt within the time period indicated in this Clause only. The Treasure Hunt is divided into three (3) game days: each day the Treasure Hunt resets so we have 3 treasure hunts. Participants are only eligible to become

Winners once; multiple game entries as Participants are possible but non eligible to Prizes.

#### 6. Contact

- 6.1. General questions about the Treasure Hunt are available under FAQ at the following link <a href="https://www.youhodler.com/decentraland-treasure-hunt">https://www.youhodler.com/decentraland-treasure-hunt</a>. For other general questions or comments about the Game Terms should be addressed by contacting the customer support team at <a href="mailto:support@youhodler.com">support@youhodler.com</a>.
- 6.2. YouHodler provides a Help Portal <a href="https://help.youhodler.com/">https://help.youhodler.com/</a> for the purpose of having access to information on YouHodler and the services offered in the Platform. Users may use the Help Portal together with all data available in the Platform at any time to receive actual information about YouHodler's services, features and other details related to YouHodler's product and services.
- 6.3. YouHodler Customer Support chat is available 24/7 at https://www.youhodler.com/ or https://app.youhodler.com/ as well as via iOs and Android mobile applications. The average response time in the Customer Support Chat:
  - 1 2 minutes during the EU office hours (9am 6pm CET/CEST time zone),
  - From 1 minute to 2 hours during the EU office non-working hours (6pm 9am CET/CEST time zone).
- 6.4. The average response time is not binding and may vary depending on the volume of requests which are made on the Customer Support Chat at any particular time.

### 7. Amendments

YouHodler keeps the right to change the rules, conditions and timing of events for the Treasure Hunt at any given time before or during the event. Any amendments will be notified to the Participants.

### 8. Governing Law and Jurisdiction

- 8.1. These Game Terms shall be governed by and construed in accordance with the laws of the Republic of Cyprus.
- 8.2. The Parties agree to use all reasonable efforts to resolve any dispute, controversy or claim arising out of or in relation to these Game Terms and the Treasure Hunt (a "Dispute") by mutual agreement.
- 8.3. The Parties irrevocably agree that if the Parties are unable to resolve a Dispute by mutual agreement within a period of fifteen (15) Business Days after the giving by either Party to the other of a notice invoking this provision, then such Dispute shall be referred to and finally resolved by arbitration. Nothing in this Agreement shall be construed as preventing any of the Parties from seeking any injunctions or other interim relief in any court of competent jurisdiction; District Courts of Cyprus.