



## Initiative Specific Terms

### Introduction

These are specific terms (“**Specific Terms**”) applied to “**AlgoDevs Spring Merch Giveaway**”, the “**Initiative**” organized by Algorand Foundation Ltd. (“**Foundation**”, “**we**” or “**us**”). The “**Website**” is the web page dedicated to the Initiative and is found at the URL [www.algorand.foundation/rules](http://www.algorand.foundation/rules). The “**Entry**” is the mechanism through which one submits their eligibility for the draw. In case of any inconsistency or discrepancy between the General Terms, the Specific Terms or provisions relating to the Initiative, we shall determine in our sole and absolute discretion how such conflict or inconsistency shall be resolved.

### Further Eligibility Criteria

Entrants who satisfy the eligibility requirements under the General Terms are automatically entered into the draw by completing the entry mechanism (as per Article 3 of the General Terms) with accurate information, including a valid Algorand wallet address. One entry per person. Should an Entrant enter multiple times, only their first entry will be taken into account for the purposes of the Initiative.

By entering the Initiative, you confirm that you meet all the eligibility requirements under the General Terms and this Specific Terms, and you agree that, upon request, you will provide to us all such proof/ information evidencing your eligibility to enter into the Initiative.

To be eligible to enter into the Initiative, you must abide by the [Disclaimers](#) (in particular the “Excluded Jurisdictions” section) and be willing to enter into a binding contract in the form of the template provided by the Foundation (if required to do so).

As a condition of entering and participating in the Initiative, the entrant agrees to the Foundation releasing their first name and country of residence in its social media channels.

### The Prize

The winning prizes will be the three pieces of Algorand Foundation merch as determined by the Foundation at its sole discretion.

The merchandise selected as prizes by the Foundation are based on availability. If no merchandise is available in the Winning Entrant’s jurisdiction, the Foundation will provide a substitute prize of 300 Algo unless winner is otherwise disqualified from receiving Algo.

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The prize is non-transferable and non-exchangeable, and no fiat cash alternatives will be provided.

We reserve the right to substitute prizes of any value (lesser, equal, or greater) at our discretion.

Our decision on any aspect of the Initiative is final and binding, and not subject to appeal.

The entry period of the Initiative begins March 1, 2024. The Initiative shall end on March 7, 2024 at 11:59pm EST.

### **Winner Announcement**

The Winning Entrant/s will be chosen at random and notified via X. Winning Entrants must direct message @AlgoDevs X to claim their prize. We aim to do this by March 12, 2024.

If the Winning Entrant does not claim their prize within 72 hours of receiving the notification from X, the right of the Winning Entrant to the prize shall deem to be surrendered by the Winning Entrant, and we reserve the right to select and notify a new Winning Entrant for the prize that is surrendered.

### **Delivery of the Prize**

The Winning Entrants will claim their prize by providing their Full Name, Email, Phone Number, Sizing, and Algo Wallet. Merchandise will be mailed to Winning Entrants. In the case of Algo, it will be sent to the Winning Entrant's wallet, initially with a test amount, and then the full amount once the Winning Entrant confirms they received the test amount.

## **Initiative GENERAL TERMS**

### **ARTICLE 1 – ORGANIZING COMPANY AND PERIOD**

These are the overarching general terms and conditions ("**General Terms**") that apply to the Initiative ("**Initiative**") organized by Algorand Foundation Ltd. ("**Organizing Company**", "**we**" or "**us**"). The "**Website**" is the web page dedicated to the Initiative and is found at the URL specified in the Specific Terms.

In addition to these General Terms, the Initiative will also have its own specific terms and conditions (such as the details of how to enter, the opening/closing dates and the sort of prizes you may win). Any such Initiative-specific terms and conditions will be made available as part of

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the promotion of the particular Initiative in publications and/or online. In these General Terms, we will refer to these Initiative-specific terms and conditions as the "**Specific Terms**".

Algorand Foundation Ltd. is a company registered in Singapore with company number 201907381G and with its registered office at 1 George Street, #10-01 One George Street, Singapore 049145. You can write to us using the email address, [contact@algorand.foundation](mailto:contact@algorand.foundation), if you have any concerns in relation to the Initiative, setting out clearly (i) the name of our publication or website running the Initiative and (ii) your issue.

## **ARTICLE 2 – ELIGIBILITY**

**By participating in the Initiative, the Entrant agrees to be fully and unconditionally bound by the General Terms and the Specific Terms.**

This Initiative is only open to anyone over the age of 18 years old with a valid e-mail address and wallet address (each an "**Entrant**").

Employees of the Organizing Company or its affiliates; and any person who has directly or indirectly participated in the conception, the operation, the execution, or the management of the Initiative; or those persons' spouses (marriage, civil union, common-law marriage), family members (ascendants, direct descendants, or other relatives, whether household or non-household members), are not eligible.

The Organizing Company may, at any time, request from any Entrant, proof to demonstrate compliance with the General Terms and eligibility requirements set forth herein. Any Entrant who does not comply with the General Terms and requirements set forth herein or who refuses to demonstrate compliance with such, will be excluded from the Initiative and will not be entitled to any prize or award from the Initiative.

The Organizing Company may at any time at its sole discretion carry out any verification for compliance with the terms.

## **ARTICLE 3 – ENTRY AND ENTRY METHODS**

### **Entry**

To participate in the Initiative, Entrants must satisfy the following participation rules on AlgoDevs X: 1) Follow AlgoDevs on X, 2) Tag three X accounts in the entry post on X, 3) Like and repost the entry post, , as introduced in the Specific Terms, with true, accurate, complete information. Number of entries per person limited by the Specific Terms.

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**Mechanics**

The Initiative takes place exclusively online via the AlgoDevs X channel, as introduced in the Specific Terms, during the period indicated in the Specific Terms.

**ARTICLE 4 – WINNING ENTRANT(S) SELECTION AND SHIPPING/PRESENTATION OF PRIZES**

A drawing mechanism will select the winning Entrants (each a “**Winning Entrant**”).

The Organizing Company shall contact the Winning Entrant via X.

Any additional cost for receiving, using, and enjoying the prizes shall be solely borne by the Winning Entrants. Each Winning Entrant hereby irrevocably waives the right to claim any compensation from the Organizing Company and/or the contractors and/or partners arising from the Initiative, the General Terms, and the Specific Terms.

Any prize that would be returned by the post office or the contractor in charge of the delivery, for whatever reason (for example: “no longer at this address”), shall be considered as permanently surrendered by the Winning Entrant who in such case shall have no grounds for claiming the prize.

If a Winning Entrant does not or cannot, for any reason whatsoever, take possession of the prize or benefit from all or part of the awarded prize as provided for under the General Terms and the Specific Terms, such prize shall be considered as having been permanently surrendered by the Winning Entrant who, in such case, shall have no grounds for claiming the prize.

Entrants who have not won (i.e., have not been designated a Winning Entrant) will not receive any message.

All prizes must be claimed by the Winning Entrant within the time period stated in the Specific Terms once notified, unless otherwise stated. We reserve the right to award prizes unclaimed after this period to alternative prizewinners or to not award them at all and we shall have no liability with respect to the Winning Entrant initially contacted. Any prize which is returned as undelivered will be allocated to another Winning Entrant or canceled at our discretion.

**Prize Limits.** No person or persons at the same residential address may win more than one (1) prize in the same Initiative.

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**ARTICLE 5 – LIMITATION OF LIABILITY**

By participating in this Initiative, entrants agree to release and hold harmless the Organizing Company, its affiliates, partners, officers, directors, employees, and agents from any and all liability for any injuries, losses, damages, claims, or actions of any kind arising from or in connection with their participation in the Initiative, including but not limited to, personal injury, death, property damage, force majeure, or any other harm or loss.

The Organizing Company shall not be held liable whatsoever for direct or indirect damages, whatever the causes, origins, nature, or consequences, even though the Organizing Company may have been advised of the likelihood of such damages, caused by reasons including, without limitation, of the following:

Any typographical errors or technical malfunctions related to the Initiative, including but not limited to computer systems, servers, providers, hardware, software, or any combination thereof. The Organizing Company assumes no responsibility for lost, late, incomplete, inaccurate, or misdirected entries or for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Organizing Company on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, accessibility or inaccessibility to the Website, including any tampering, virus, bug infecting the computer hardware of the Entrant, and/or the Organizing Company's and/or any other property.

**ARTICLE 6 – FREE PARTICIPATION**

While participation in the Initiative is free of charge, Entrants shall be responsible for all costs and fees in relation to the equipment, network and other third-party services required for accessing the Website, Entry, and or Prize.

**ARTICLE 7 – INTELLECTUAL PROPERTY**

**Ownership of the Organizing Company**

Reproduction, display, or exploitation of all or in part of the elements forming the Initiative, including the General Terms and the Specific Terms, are strictly prohibited.

All trademarks, logos, texts, images, videos, and other distinctive signs reproduced on any communication medium relating to the Initiative, including the Website, and on sites to which it allows access via hypertext links, are the exclusive property of their owners and are protected by the relevant applicable laws. Any unauthorized reproduction constitutes an infringement and may be prosecuted under relevant laws.

**ARTICLE 8 – OBTAINING THE RULES**

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The General Terms and the Specific Terms can be accessed on the Website.

#### **ARTICLE 9 – DECISIONS OF THE ORGANIZING COMPANY**

The Organizing Company reserves the right to amend, at any time the General Terms and the Specific Terms and take any decisions it deems fit relating to the enforcement and interpretation of the General Terms and the Specific Terms. The Organizing Company will notify Entrants of such by the means it deems fit (for example by posting the updated terms on the Website). All such decisions are final, binding, and not subject to appeal.

#### **ARTICLE 10 – FOUNDATION’S PERSONAL DATA PRIVACY POLICY**

By participating in the Initiative, the Entrant confirms that the Entrant has read and understood, and agrees to be bound by the Foundation’s privacy policy as amended from time to time, available at the Foundation’s website at <https://www.algorand.foundation/privacy-policy> (“**Privacy Policy**”).

#### **ARTICLE 11 – FRAUD**

If it turns out that a Winning Entrant wins a prize in contravention of the General Terms or the Specific Terms, or by fraudulent, dishonest, or unfair means, such prize shall not be awarded to such Winning Entrant and shall remain the property of the Organizing Company, without prejudice to any legal proceedings that may be brought against the Entrant by the Organizing Company or by any third party.

#### **ARTICLE 13 – DISPUTE**

These General Terms (and any Specific Terms) shall be construed in accordance with and governed by the laws of Singapore. Any dispute arising out of or in connection with these General Terms (and any Specific Terms), including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force which rules are deemed to be incorporated by reference in this Article. The seat of the arbitration shall be in Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be in English.

**Disclaimer:** The information provided herein should not be construed as a distribution, an offer to sell, or a solicitation to buy any products or services in any jurisdiction where such activities would be unlawful under the laws of such jurisdiction. It is the responsibility of any persons who access the information herein to observe all applicable laws and regulations of their relevant jurisdiction. By proceeding, you are representing and warranting that all the applicable laws and

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