

## GIVEAWAY AGREEMENT

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## GIVEAWAY AGREEMENT

Last Updated: 1 June 2021

### NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN.

ExtremeSneakList LLC (“we”, “us” or “our”) operates the ExtremeSneakList application (the “App”). No Giveaway on the ExtremeSneakList application is in any way endorsed, sponsored, administered by, or associated with Apple Inc. or its subsidiaries or affiliates or the makers or sellers of any listed Giveaway on the app.

A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING. GIVEAWAY IS VOID WHERE PROHIBITED BY LAW, RULE OR REGULATION AND OFFERED ONLY IN THE UNITED STATES, CANADA (EXCLUDING QUEBEC) AND SELECT INTERNATIONAL COUNTRIES; GIVEAWAY IS OPEN ONLY TO LEGAL RESIDENTS, AGE 13 OR OLDER, OF THE FIFTY UNITED STATES AND THE DISTRICT OF COLUMBIA AND IN CANADA (EXCLUDING QUEBEC) AND SELECT INTERNATIONAL COUNTRIES.

### SPONSOR

Sponsored by ExtremeSneakList LLC, 285 West Wieuca Road NE, Atlanta, GA, 30342, USA (“**Sponsor**”).

### ELIGIBILITY

To be eligible to use the ExtremeSneakList Application, you must be at least 13 years old at the time of entry. If you are a minor in your country/state/province of residence, you must enter with the permission of a parent or guardian).

You must also be a legal resident of the 50 United States or the District of Columbia or of Canada (excluding Quebec) or of the International countries where the app is made available by ExtremeSneakList on the app stores.

Employees of Sponsor and its respective parents, affiliates, subsidiaries, and advertising and promotion agencies and any other entity involved in the development or administration of this Giveaway, and its immediate family members or household members are not eligible to participate in or win the Giveaway.

Eligibility to win a Giveaway is contingent upon complying with and fulfilling all requirements set forth herein. If an entrant is found to be ineligible, Sponsor may, at its option and sole discretion, choose not to award the Giveaway at all.

YOU/YOUR HOUSEHOLD MAY ONLY WIN THE SAME GIVEAWAY ONCE. IN THE EVENT THAT A POTENTIAL WINNER/HOUSEHOLD WINS THE SAME GIVEAWAY THEY HAVE WON IN A PREVIOUS GIVEAWAY, THE SPONSOR WILL FORFEIT THE GIVEAWAY AND RESERVES THE RIGHT TO RELIST THE GIVEAWAY ON THE APP. POTENTIAL WINNERS ARE ONLY ELIGIBLE TO WIN ONE (1) GIVEAWAY PER 10-DAY ROLLING PERIOD. IF A POTENTIAL WINNER WINS TWO (2) OR MORE GIVEAWAYS WITHIN A 10-DAY ROLLING PERIOD, THE SPONSOR WILL FORFEIT THE GIVEAWAY AND RESERVES THE RIGHT TO RELIST THE GIVEAWAY ON THE APP. ONLY ONE (1) WINNER PER HOUSEHOLD PER 10-DAY ROLLING PERIOD.

#### NON-US AND NON-CANADIAN INTERNATIONAL USERS

You understand that it is your responsibility to comply with promotion and online Giveaway laws and regulations of your country, region and jurisdiction. By entering any ExtremeSneakList Giveaway on the ExtremeSneakList application, you acknowledge all the legal risks and acknowledge that you may not be eligible to win or receive your Giveaway if the laws in your country, region or jurisdiction prevent you from doing so and your Giveaway will not be awarded.

You also acknowledge and understand the stipulations below:

If you are a potential winner of a Giveaway that is in itself or includes travel, you acknowledge that you must cover any and all travel, accommodation, legal and service expenses, unless otherwise specified in the Giveaway description by Sponsor.

If you are a potential winner of a Giveaway that is in itself or includes travel outside of your country or residence, country of presence, you understand that you are solely responsible for all costs and filings associated with international/cross-border travel including but not limited to: visa, visa waiver, medical exams and other paperwork legally required for such travel.

In cases of cash/monetary Giveaways you understand that Sponsor cannot send physical checks or cash to non-US/international winners. If you cannot accept PayPal payments, you are not eligible to be awarded the Giveaway and the Giveaway will be forfeited.

All cash/monetary Giveaways by non-US/international winners are in USD. You further understand that Sponsor is not responsible for any third-party fees, fluctuations in exchange rates or electronic delays that may be implemented by PayPal or any other third party service used by Sponsor at the time of the monetary transfer. Sponsor is not responsible for monetary transfers or shipments sent to the incorrect digital or physical address if the potential winner provided such incorrect address.

You may be required to provide Sponsor a photocopy of your ID to confirm your identity.

Furthermore, you may be required to send 2 copies of your ID if your Giveaways are monetary/cash.

Sponsor is not responsible for any COD fees, duties, tariffs, foreign taxes or international fees imposed by your country of residence. All COD fees, duties, tariffs, foreign taxes and other international fees are the responsibility of the winner.

Sponsor is not responsible for any type of personal, income, federal, state, local, judicial or other taxes imposed on the winner's Giveaways.

Sponsor may request secondary information to prove your identity after the receipt of your initial documents.

You have the right to refuse to provide any and all requested documents, however, you

acknowledge that by refusing to provide any documents requested by Sponsor within the confines of the law, your Giveaway may be forfeited.

You understand that you may not be eligible to win a Giveaway due to your local laws if you are a minor. In some cases, your legal guardian may be able to receive the Giveaway on your behalf. In such cases where a legal guardian is able to receive the Giveaway, we may request additional information about the legal guardian.

You hereby acknowledge that you or anyone in your network do(es) not belong or associate with any terrorist organization or any organization with ill intentions towards the United States of America as designated by the Secretary of State in accordance with section 219 of the Immigration and Nationality Act (INA).

In such cases where the potential winner is not able to be awarded the Giveaway due to conditions including but not limited to the conditions above, it is up to Sponsor's discretion whether to relist the Giveaway or remove the Giveaway from the ExtremeSneakList application altogether.

#### HOW TO ENTER

All participants must download the ExtremeSneakList mobile application (the "App"), which may be downloaded for free on your mobile device on the Apple store, and either (a) Sign up for an account on ExtremeSneakList with a verified mobile phone number, or b) Log into your existing ExtremeSneakList account, if you have already created an account. Sponsor will offer daily Giveaways (each a "Giveaway") through the App, held numerous times a day at random times during each day, which will be announced via the App shortly before each Giveaway opens.

You may participate and enter in as many Giveaways as are available on the App. The entry period for participation in a given Giveaway opens when the countdown clock reaches 00:00:00 for each applicable Giveaway.

By downloading the ExtremeSneakList app, you agree that the use of ExtremeSneakList is subject to ExtremeSneakList's Terms of Use and Privacy Policy. Sponsor expressly reserves the right to disqualify any entries that it believes in good faith are generated by an automated means or scripts. Entries generated by script, macro or other automated means are void and Sponsor reserves the right to temporarily or permanently remove user accounts that utilize any form of script or automated means.

#### GIVEAWAYS

The winner will be notified by Sponsor as set forth below in the "Notification" section, and will be eligible to win the Giveaway disclosed by Sponsor prior to the start of each Giveaway.

Participants will also have their given name, first initial of their surname, location and Giveaway won displayed in the app under the winner list.

Giveaways are not transferable or substitutable, must be accepted as awarded, and may not be redeemed for cash unless otherwise specified.

Giveaway values are listed in USD in all cases, unless specified otherwise.

In the event any element of any Giveaway becomes unavailable or cannot be delivered to the winner for any reason beyond the reasonable control of Sponsor, Sponsor shall provide a substitute Giveaway in its sole discretion.

Each Giveaway will have its own description of the potential Giveaways, as well as additional rules, restrictions and conditions that pertain to that specific Giveaway and Giveaway.

Potential winners must use the same mobile phone number they signed up to the App with when filling out and completing all required paperwork in order to obtain their Giveaway. Sponsor reserves the right to forfeit or cancel any Giveaway of a potential winner if the phone number

provided in the documentation from the potential winner does not match the phone number of their account at sign up.

YOU MAY ONLY WIN THE SAME GIVEAWAY ONCE. IN THE EVENT THAT A POTENTIAL WINNER WINS THE SAME GIVEAWAY THEY HAVE WON IN A PREVIOUS GIVEAWAY, THE SPONSOR WILL FORFEIT THE GIVEAWAY AND RESERVES THE RIGHT TO RELIST THE GIVEAWAY ON THE APP.

POTENTIAL WINNERS ARE ONLY AVAILABLE TO WIN ONE (1) GIVEAWAY PER 24-HOUR PERIOD. IF A POTENTIAL WINNER WINS TWO (2) OR MORE GIVEAWAYS WITHIN A 24-HOUR PERIOD, THE SPONSOR WILL FORFEIT THE GIVEAWAY AND RESERVES THE RIGHT TO RELIST THE GIVEAWAY ON THE APP.

Sponsor reserves the right to block, disable or blacklist any user suspected of fraudulent activity. Sponsor reserves the right to forfeit any Giveaway deemed to be achieved through the use of hacks, bots or similar.

Allow at least 8 weeks or longer for delivery of Giveaway. Giveaways will only be shipped within the United States, Canada (excluding Quebec) and International countries as made available on the app store by ExtremeSneakList. All Giveaways must be mailed to signature-required mailing addresses and Sponsor will not ship any Giveaways to any P.O. Box, APO or FPO addresses in the United States, Canada (excluding Quebec) and international countries as made available by ExtremeSneakList on the app stores. Sponsor reserves the right to forfeit or relist any Giveaway where the shipping address does not allow for signature required. Sponsor reserves the right to not replace any lost or stolen Giveaways once in winner's possession.

Giveaways are not given out automatically. In other words, a participant is not deemed a winner of any Giveaway, even if the Giveaway notification should so indicate, unless and until the participant's eligibility has fully been verified, all required documents returned and executed, and the participant has been notified that the acceptance and verification process is complete.

Potential winners who have not reached the age of majority in their jurisdiction of residence shall require parental consent to accept any Giveaway.

Sponsor is not responsible for any import taxes, customs, duties or tariffs that may be incurred once the shipment exits the United States.

Sponsor is not responsible for any shipments that may be affected by delays from customs, natural occurrences, transfers from shipment carriers to local carriers in your country, air and ground transportation strikes and delays or any other costs that arise once the package has exited the United States.

Sponsor is not responsible for any bank, service or transfer fees that may be incurred through the use of third-party platforms for the disbursement of cash Giveaways and Sponsor is not responsible or for any holds made by a financial institution or third-party payment platform on the winner's funds.

**Applicable to all Giveaways:** Giveaways are not transferable, exchangeable or substitutable, must be accepted as awarded, and may not be redeemed for cash unless otherwise specified.

Winners are responsible for all expenses not specifically included in the Giveaway package, and all applicable federal, state/provincial and local taxes and other fees. Sponsor reserves the right to substitute any Giveaway for one of comparable or greater value. Sponsor will not replace any lost, damaged or stolen Giveaways once in winner's possession.

**Clothing (pants, tops/tees, sweatshirts, jackets, dresses, skirts etc.) and Accessories (purses, footwear, jewelry, hats, scarves etc.):** Only the listed color(s), size(s) and style(s) are available as Giveaways. Sponsor shall have no responsibility or obligation to any winner or potential winner if a Giveaway does not fit, is not as expected, or cannot be utilized for any reason.

**Beauty products (skincare, makeup, hair etc.):** Only the listed color(s), shade(s) and type(s) are available as Giveaways. Sponsor shall have no responsibility or obligation to any winner or potential winner if a Giveaway is not as expected or cannot be utilized for any reason. Sponsor makes no representation or guaranty as to the efficacy of any product awarded as a Giveaway, or any results any person may experience from use of any product awarded as a Giveaway.

**Decor/Home Items (decorative items, towels, furniture, travel pieces etc.):** Only the listed color(s), size(s), design(s) and style(s) are available as Giveaways. Sponsor shall have no responsibility or obligation to any winner or potential winner if a Giveaway does not fit with existing decor, is not as expected, or cannot be utilized for any reason.

**Trips/Vacations:** Giveaway package includes only the items specifically listed. Personal expenses such as mini-bar, room service, photos, internet access, telephone charges, laundry services, souvenirs, incidentals, taxes and gratuities are not included. Winner may be required to provide appropriate government issued photo identification (such as a valid passport) at time of travel if the Winner is traveling outside of their country. Winner is solely responsible for determining and obtaining all necessary travel documents and other travel requirements. Travel must be completed by the stated expiration date and must be booked through Sponsor. Travel is subject to applicable blackout dates, availability and other travel restrictions, as determined by Sponsor in its sole discretion. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation/delay.

IN INSTANCES WHERE MULTIPLE DESTINATIONS/VENUES/DATES ARE OFFERED FOR THE SAME TRIP, ONE WINNER CANNOT WIN MORE THAN ONE (1) DESTINATION/VENUE/DATE PER TRIP. IN A CASE OF THE SAME WINNER WINNING MULTIPLE DESTINATIONS/VENUES/DATES FOR THE SAME TRIP, ONLY THE FIRST WIN WILL COUNT AND THE REST WILL BE FORFEIT.

**Tickets to concerts, events, movie screenings, festivals etc.:** Giveaways may be subject to change based on changes in event dates outside of Sponsor's control. The Giveaway package is available only on the specified date(s). If a potential Giveaway winner is unable to attend on the specified dates, he/she must forfeit the Giveaway and an alternate winner will be selected. Sponsor shall have no responsibility or obligation to any winner or potential winner who is unable or unavailable to accept or utilize Giveaways as described herein.

IN INSTANCES WHERE MULTIPLE CITIES/VENUES/DATES ARE OFFERED FOR THE SAME EVENT, ONE WINNER CANNOT WIN MORE THAN ONE (1) CITY/VENUE/DATE PER EVENT. IN A CASE OF THE SAME WINNER WINNING MULTIPLE CITIES/ VENUES/DATES FOR THE SAME EVENT, ONLY THE FIRST WIN WILL COUNT AND THE REST WILL BE FORFEIT.

**Gift cards (e-cards or physical):** Additional restrictions and conditions from third party provider of the gift card may apply. Sponsor shall have no further responsibility or obligation to any winner or potential winner beyond delivery of the gift card.

**Technology items/electronics (VR headsets, video games, gaming devices, computers, mobile phones etc.):** Only the listed color(s), size(s), design(s) and style(s) are available as Giveaways. Sponsor shall have no responsibility or obligation to any winner or potential winner if a Giveaway does not fit with prior hardware or other items, is not as expected, or cannot be utilized for any reason.

**Subscription services (TV, online, food, beverage etc.):** Additional restrictions and conditions from third party provider may apply. Sponsor shall have no further responsibility or obligation to any winner or potential winner beyond transmission/delivery of the Giveaway. Further deliveries, installments, repairs, installation and other services must be arranged directly with the

provider.

**Other experiences (amusement parks, restaurants, fitness activities, meeting a celebrity/influencer, one-of-a kind experiences etc.):** Giveaways may be subject to change based on changes in event dates outside of Sponsor's control. The Giveaway package is available only on the specified date(s). If a potential Giveaway winner is unable to attend on the specified dates, he/she must forfeit the Giveaway and an alternate winner will be selected. Sponsor shall have no responsibility or obligation to any winner or potential winner who is unable or unavailable to accept or utilize Giveaways as described herein. Sponsor is not responsible for changes in schedule of any element of the Giveaway package.

#### ODDS OF WINNING

Odds of Giveaway a Giveaway will be determined by the total number of eligible participants in a given Giveaway.

#### TAXES

All federal, state, and local taxes and other tax liabilities (including income taxes), if any, and other incidental costs or expenses not identified in these rules are the sole responsibilities of the winners. Depending on winner's individual jurisdiction, winner may be required to provide Sponsor with valid identification and a valid taxpayer identification number or social security number before any Giveaway will be awarded.

Entrants from the United States Giveaway over \$600 USD in Giveaways will receive an IRS form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

#### GENERAL

Sponsor is not responsible for any problems or technical malfunctions, failures in servers, hardware or software transmission, errors, omissions, interruptions, communication failures or human error that may occur in the receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries and/or any entries submitted in a manner that is not expressly allowed under these rules. All incomplete or non-conforming entries and their entrants will be disqualified.

Sponsor is not responsible for incorrect or inaccurate entry information caused by human error which may occur in the receipt or processing of the entries; or for any errors, misprints or typographical mistakes in any advertising of the Giveaway or Giveaway notification.

This Giveaway Agreement will be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Georgia.

**ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE APP IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT AND RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

#### NOTIFICATION

Winner for each Giveaway is determined within 1 business day, and Sponsor will give the potential winner instructions on how to claim their Giveaway.

Each potential winner will be required (or his/her parent or legal guardian will be required, where the selected potential winner has not reached the age of majority in his/her jurisdiction of residence) to confirm their email address, and sign and return an affidavit of eligibility and liability release (and, where permitted, a publicity release).

Failure of any potential winner to return these documents within 48 hours of Sponsor's notification, the return of a potential winner's Giveaway as undeliverable, rejection of the Giveaway by the potential winner, or any other reason causing Sponsor to be unable to award the Giveaway to the potential winner shall result in such potential winner being disqualified, and Sponsor will, at its sole and absolute discretion, either relist the applicable Giveaway in a new Giveaway, or remove the applicable Giveaway from any future Giveaways altogether. Sponsor is not responsible if a potential winner does not receive a Giveaway notification email due to spam filtering.

Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winners, if any.

In the event of a dispute about the identity of an entrant, each entry will be declared by the authorized account holder of the mobile cellular phone number associated with the potential winner's entry. The authorized account holder is defined as the natural person who is assigned to a cellular mobile phone number by a mobile cellular phone carrier. With respect to each Giveaway entry, the winner may be required to provide proof that the winner is the authorized account holder of the mobile cellular phone number associated with the Giveaway entry and is otherwise eligible to enter the Giveaway.

Sponsor will collect all potential winners' personal information through a secure third party service provider. Under no circumstance should users ever transmit their personal information via unsecured email, telephone, voicemail, fax, SMS etc. Sponsor is not responsible for any lost or stolen information sent by a user using an unsecured medium.

#### CONDITIONS AND LIMITATIONS

By participating and entering in the Giveaway, each entrant acknowledges that he/she has read these Giveaway Agreement and agrees to be bound by them and by the decisions of Sponsor, which are final and binding on all matters pertaining to the Giveaway.

Non-compliance with these Giveaway Agreement may result in disqualification and all associated entries will be void.

Sponsor may in its sole discretion, suspend, modify or discontinue any Giveaway at any time.

In no event shall more Giveaways be awarded than the number of each type stated in the "Giveaways" section above.

If legitimately claimed, all stated Giveaways will be awarded.

Giveaways are awarded "as is, where is," without warranty of any kind, express or implied, including without limitation any warranty of merchantability or suitability for a particular purpose.

Unless otherwise specified, Sponsor is not affiliated with any of the brands whose Giveaways Sponsor awards.

All entry information collected may be used for by Sponsor for the purposes of better understanding how our users interact with the App, and to send you information about Sponsor's services/promotions but will not be provided or sold to third parties, except as outlined in our Privacy Policy.

By entering, entrants agree to these Giveaway Agreement and the Privacy Policy of Sponsor.

All decisions of Sponsor will be final and binding on all matters relating to this Giveaway.

This Giveaway Agreement is subject to all applicable federal, state/provincial and local laws and regulations.

Sponsor and its agents, affiliates and advertising and promotion agencies (a) make no warranty, guarantee or representation of any kind outside those written in these Giveaway Agreement, (b) disclaim any implied warranty or condition; and (c) are not in any way responsible or liable for

damage, loss, injury or death resulting from acceptance and use of any Giveaway. Winner assumes liability for injuries or damages of any kind caused or claimed to be caused by participating in the Giveaway, or by the acceptance, possession or use of any Giveaway. By entering, all entrants (or entrant's parent/legal guardian if any entrant is deemed a minor in the state, province or country of his/her residence) agree to release, indemnify and hold harmless Sponsor and its agents, affiliates and advertising and promotion agencies, from any claim, injury, damage, liability or loss that may arise, directly or indirectly, in whole or in part, from the participation in this Giveaway, including without limitation from the acceptance, receipt and/or use of any Giveaway.

By entering, you further agree that (i) except where prohibited by law, any and all disputes, claims, and causes of action arising out of or in connection with the Giveaway, or any Giveaways awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Giveaway, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

Entry into the Giveaway constitutes your agreement and consent (or the consent and agreement of your parent/legal guardian if you are deemed a minor in the jurisdiction of your residence) that Sponsor and its designees may use your name, city, state, likeness, photo, biographical and/or Giveaway information in connection with the Giveaway for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including television, radio, mobile media and the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

#### SEVERABILITY

If any provision(s) of these rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

#### FORCE MAJEURE

Without limiting any other provision in these Giveaway Agreement, in the event that any of the Sponsor's operations or activities are affected, as determined by Sponsor in its discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic or public health crisis, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state/provincial or local government authority, or any other cause, whether or not specifically mentioned above, subject to any governmental approval that may be required, Sponsor shall have the right to modify, suspend, or terminate the Giveaway, and shall not be responsible or liable to any entrant or Giveaway winner or any person claiming through such entrant or Giveaway winner for failure to supply the Giveaway or any part thereof. Sponsor is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages.

#### CONTACT US.



If you have any concerns, comments or suggestions, please to contact us through:  
ExtremeSneakList  
285 West Wieuca Road NE, Atlanta, GA, 30342, USA  
**Extremesneaklist@gmail.com**