

BitTitan MigrationWiz Virtual Booth Promotion - OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- PROMOTION DESCRIPTION:** The BitTitan MigrationWiz Virtual Booth Promotion ("Sweepstakes") begins on July 14, 2020 at 12AM PST and ends on September 8, 2020 at 11:59PM PST (the "Promotion Period").

By submitting your information and participating in this Sweepstakes, you ("Entrant") unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor (identified below), which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of Entries (defined below) and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes. Sponsor may be reached by email at events@bittitan.com during the Promotion Period.

- SPONSOR:** BitTitan, Inc., 1120 112th Ave NE #300, Bellevue, WA 98004, events@bittitan.com
- ELIGIBILITY:** Open to anyone who is at least 18 years of age and submits the appropriate form located at <https://now.bittitan.com/2020-lp-migrationwiz-microsoft-inspire-digital-booth.html>. Any officer, director, or employee of the Sponsor or one of its subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (the "Promotion Entities"), are ineligible to enter the Sweepstakes or win a prize. Furthermore, Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses.
- PRIZE:** (2) Google Pixel Ear Buds (approximate retail value or "ARV": US\$199.95)

Only one prize per person and per household will be awarded. Prizes cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The actual retail value ("ARV") of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, size, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost, broken, or stolen prize items. All taxes, fees, tariffs, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

- HOW TO ENTER:** Enter the Sweepstakes during the Promotion Period online by submitting the entry form ("Entry"), which can be found on the following website at <https://now.bittitan.com/2020-lp-migrationwiz-microsoft-inspire-digital-booth.html>.

Automated or robotic Entries submitted by individuals or organizations will be disqualified. The Entry must be made by the Entrant whose name is used. Any attempt by Entrant to obtain more than one Entry by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void Entrant's Entries and that Entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All Entries must be posted by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official timekeeper for this Sweepstakes.

Sponsor may run multiple campaigns, contests, or sweepstakes simultaneously. Entry into one campaign, contest or sweepstakes does not constitute entry into any other, unless specifically stated in the official rules of such campaign, contest or sweepstakes.

6. **WINNER SELECTION:** Winner(s) ("Winner") of the Sweepstakes will be selected in a random drawing from among all eligible Entries received throughout the Promotion Period. The random drawing will be conducted about **seven (7) days** after the end of the Promotion Period by Sponsor or one of its designated representatives, whose decisions are final. Odds of winning will vary depending on the number of eligible Entries received.
7. **WINNER NOTIFICATION:** Winner will be notified by email at the email address provided in the Entry Information approximately **two (2) weeks** after the random drawing. Potential Winner must accept a prize by email as directed by Sponsor within **seven (7) days** of notification. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or Winner's failure to adequately monitor any email account.

Any winner notification not responded to or returned as undeliverable may result in prize forfeiture. The potential prize winner may be required to sign and return an affidavit of eligibility and other documents as reasonably determined by Sponsor, (collectively "**the Prize Claim Documents**"). No substitution or transfer of a prize is permitted except by Sponsor.

EACH ENTRANT ACKNOWLEDGES THAT IF THEY ARE CHOSEN AS A WINNER, CERTAIN OF THEIR IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES AT LEAST AS REQUIRED BY LAW INCLUDING, WITHOUT LIMITATION, ON A WINNERS' LIST.

8. **PRIVACY:** Any personal information supplied by you will be subject to the privacy policy of the Sponsor posted at <https://www.bittitan.com/legal/privacy-policy/>. By entering the Sweepstakes, you grant Sponsor permission to share your email address and any other personally identifiable information with the other Sweepstakes Entities for the purpose of administration and prize fulfillment, including use in a publicly available Winners list.
9. **RELEASES, WAIVERS AND DISCLAIMERS:** By entering the Sweepstakes, Entrant agrees to release, discharge, and hold harmless Sponsor, and each of their respective subsidiaries, affiliates, licensors, licensees, agents, representatives, retailers, and advertising and promotion agencies, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, the "Released Parties"), from any and all liability, claims, losses, injuries, demands, damages, actions, and/or causes of action, whether direct or indirect, which may be due to or arise out of or in connection with participation in the Sweepstakes and/or while preparing for or participating in any Sweepstakes-related activity (including, without limitation, liability for any property loss, damage, personal injury or death, violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property). Entrant agree that the Released Parties shall have no responsibility or liability for human error; incorrect or inaccurate transcription of information; any technical malfunctions of the telephone network, computer equipment or systems, software, hardware, or Internet service provider utilized by Sponsor; interruption or inability to access the Sweepstakes website or any online service via the Internet due to hardware or software compatibility problems; any damage to Entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties.

Each Entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Sweepstakes and/or the Prize and to release all rights to bring any claim, action, or proceeding against Released Parties and hereby acknowledges that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law relative to the Sweepstakes, the Prize or any component thereof. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

10. SUSPENSION / MODIFICATION / TERMINATION: Sponsor reserves the right to modify, suspend or terminate the Sweepstakes (including, without limitation, make changes to these Official Rules) without notice, in its sole and absolute discretion, including, but not limited to, if in its sole and absolute discretion, or it is determined that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, has destroyed or severely undermined or impaired the integrity and/or feasibility of the Sweepstakes.

11. WINNER LIST/OFFICIAL RULES: To obtain a copy of the Winner List or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to BitTitan Inc, cc: BitTitan MigrationWiz Virtual Booth Promotion at 1120 112th Ave NE #300, Bellevue, WA 98004. Requests for the names of the winners must be received no later than thirty (30) days after the Promotion Period has ended.

12. USE OF ENTRIES: Without limiting any rights Sponsor may have pursuant to these Official Rules, you hereby grant to Sponsor, its subsidiaries, successors, licensors, licensees, agents, and assigns, and others Sponsor may designate, the unlimited right and permission to use all information submitted as part of the entry for marketing purpose and as otherwise reasonably determined by the Sponsor.

13. REPRESENTATIONS AND WARRANTIES: Each Entrant represents and warrants that they: (i) have read, understands, and will adhere to these Official Rules; (ii) are at the time of entry of the age specified in the Official Rules; and (iii) have the right to agree to and fully perform consistent with these Official Rules and no consent of any third parties is required to grant the rights hereunder. Entrant agrees to defend, indemnify and hold Sponsor and its successors, assigns and licensees, harmless from and against any third party claim relating to any breach of any representation, warranty or covenant made by such Entrant in connection with their participation in this Sweepstake.

14. GOVERNING LAW/LIMITATION OF LIABILITY: All laws and regulations, including but not limited to any national, federal, state, and local laws, apply. By participating, Entrant agrees to be bound by the Official Rules and the decisions of the Sponsor which are final and binding in all respects. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrant, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Washington, without giving effect to any choice of law or conflict of law or provisions that would cause the application of any other national or state's laws. Each party consents to the exclusive jurisdiction of the state and federal courts located in King County, Washington to adjudicate any dispute arising out of or relating to these Official Rules, and any such dispute must be commenced or filed by Entrant within three months of arising; otherwise, it is permanently barred. This does not affect Entrants statutory rights.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED, (IF ANY), NOT TO EXCEED ONE HUNDRED DOLLARS (\$100.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED ONE HUNDRED DOLLARS (\$100.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

15. MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is

determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.