Arkadium's Sweet Summer Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Arkadium's Sweet Summer Sweepstakes (the "Promotion") begins at 9:00 AM Eastern Standard Time (EST) on July 24, 2023 and ends at 12:00 PM EST on August 30, 2023 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

- 1. **ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States (and the District of Columbia), who are 18 years of age or older as of date of entry. Employees, officers and directors of Arkadium, Inc ("Sponsor"), Realtime Media LLC ("Administrator") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
- 2. HOW TO ENTER THE PROMOTION: To enter, visit https://www.arkadium.com/ (the "Website") during the Promotion Period. In order to collect the entry, users must be registered, an email must be provided for registration. The user must be signed in to their free Arkadium profile (in order to create a free profile, they must register and confirm their email) or be signed in to their subscription Arkadium profile. The registered, logged in, player goes to SUMMER SWEET SHUFFLE game page, starts a game, completes a game and then collects a daily entry. Any player who completes a game of SUMMER SWEET SHUFFLE one (1) through ten (10) days of the promotion period is eligible to receive one (1) Sweepstakes Entry per person, per email address, per day throughout the one (1) to ten (10) days of the promotion period. Any player who completes a game of SUMMER SWEET SHUFFLE eleven (11) through twenty (20) days of the promotion period is eligible to receive five (5) Sweepstakes Entries per person, per email address, per day throughout the eleven (11) to twenty (20) days of the promotion period. Any player who completes a game of SUMMER SWEET SHUFFLE twenty-one (21) through thirty (30) days of the promotion period is eligible to receive seven (7) Sweepstakes Entries per person, per email address, per day throughout the twenty-one (21) to thirty (30) days of the promotion period. Any player who completes a game of SUMMER SWEET SHUFFLE thirty-one (31) through thirty-eight (38) days of the promotion period is eligible to receive ten (10) Sweepstakes Entries per person, per email address, per day throughout the thirty-one (31) to thirty-eight (38) days of the promotion period.
 - 3. **WINNER NOTIFICATION:** The potential prize winners will be notified by email on or before September 14, 2023 and or as soon as reasonably practiceable. In the email, they will be required to submit their information including, but not limited to, Full Name, Full Address, Email Address,

Phone Number, and Birth Date. Potential winners will have three (3) business days to respond to winning notification by completing the prize claim form before forfeiting their prize. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries for that drawing.

4. **PRIZES/PRIZE RESTRICTIONS:** One (1) Grand Prize will be awarded during the Promotion consisting of:

One (1) \$75.00 Digital Visa Gift Card

The Approximate Retail Value ("ARV") of the Grand Prize is \$75.00

PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per person, per household. All Promotion prizes will be fulfilled approximately four (4) to six (6) weeks after the winners have been drawn and all paperwork received. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

5. **GENERAL:** Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated, including Arkadium Avatar), Arkadium screen name, voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its

licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

- 6. **CONDUCT:** By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 7. **LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for 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 Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

- 8. **RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 9. **CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 10. **PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at https://www.arkadium.com/privacy-policy/ and the Adminstrator's Privacy Policy at https://www.arkadium.com/privacy-policy/ and the Adminstrator's Privacy Policy at https://www.arkadium.com/privacy-policy/ and the Adminstrator's Privacy Policy at

discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

- 11. **TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner.
- 12. **WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by September 15, 2023 to: **Arkadium's Sweet Summer Sweepstakes** Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

SPONSOR: Arkadium 30 W 21st St. 7th Floor New York, NY 10010

ADMINISTRATOR: Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428

Arkadium's Daily Reward Sweepstakes Part 3 Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Arkadium's Daily Reward Sweepstakes (the "Promotion") begins at 12:00 AM Eastern Standard Time (EST) on July 1, 2023 and ends at 11:59 PM EST on September 30, 2023 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

1. **ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States (and the District of Columbia), who are 18 years of age or older as of date of entry. Employees, officers and directors of Arkadium, Inc ("Sponsor"), Realtime Media LLC ("Administrator") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the

Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

2. **HOW TO ENTER THE PROMOTION:** To enter, visit https://www.arkadium.com/ (the "Website") during the Promotion Period. To collect the entry, users must be registered, an email must be provided for registration. The user must be signed in to their free Arkadium profile (in order to create a free profile, they must register and confirm their email) or be signed in to their subscription Arkadium profile. The registered, signed in player must start and complete 1 round of the promoted Daily Reward Sweepstakes Game to collect their daily entry. Games are subject to change throughout the promotion period at the sponsor's discretion. **Limit of one (1) Sweepstakes Entry per person, per email address, per day throughout the promotion period.**

Games include:

- Christmas in July Mahjongg Dimensions begins 12:00 AM EST on July 1, 2023 thru 11:59 PM EST on July 31, 2023
- Arkadium's Tile Match Flowers begins 12:00 AM EST on August 1, 2023 thru 11:59 PM EST on August 30, 2023
- Arkadium's Pot of Luck Bubble Shooter begins 12:00 AM EST on September 1, 2023 thru
 11:59 PM EST on September 30, 2023

The promotion period will consist of **thirteen (13)** individual Weekly Drawings. Each Weekly Drawing will take place every Wednesday during the promotion period. The first Entry Period for the promotion will include entries from Saturday, July 1, 2023 at 12:00 AM EST through Sunday, July 9, 2023 at 11:59 PM EST. For the rest of the promotion period, the Daily Entry Period for each weekly drawing will include entries from Monday at 12:00 AM EST through Sunday at 11:59 PM EST of the week prior. Throughout the promotion period, a total of ninety-two (92) winners, one for each day of the promotion, will be selected in an electronic, randomized drawing. The Weekly Drawing of Daily Entries will be conducted on or around the weekly drawing date from among all eligible entries received during the Daily Entry Period. Entries must be received before the end of the Daily Entry Period to be eligible for the corresponding Weekly Drawing of Daily Entries. Entries do not roll over to future days and are eligible only during the Daily Entry Period received.

3. **WINNER NOTIFICATION:** The potential prize winners will be notified by email on or within three (3) business days of winner selection or as soon as reasonably practiceable. In the email, they will be required to submit their information including, but not limited to, Full Name, Full Address, Email Address, Phone Number, and Birth Date. Potential winners will have five (5) business days to respond to winning notification by completing the prize claim form before forfeiting their prize. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize.

4. **PRIZES/PRIZE RESTRICTIONS:** Ninety-two (92) Total Prizes will be awarded to ninety-two (92) players during and/or after the promotion period ends. Each prize will consist of one (1) \$5.00 digital gift card from 1 or more of the following vendors: Applebee's, Marshalls, Lowe's, Amazon or Starbucks. These vendors are subject to change over the course of the promotion period.

The Approximate Retail Value ("ARV") of each Promotion Prize is \$5.00 The Approximate Retail Value ("ARV") of all Promotion Prizes is \$460.00

PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per person, per household. All Promotion prizes will be fulfilled approximately four (4) to six (6) weeks after the winners have been drawn and all paperwork received. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

5. **GENERAL:** Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated, including Arkadium Avatar), Arkadium screen name, voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility

for any disruption in the Promotion Parties, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

- 6. **CONDUCT:** By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 7. **LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for 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 Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking

posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

- 8. **RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 9. **CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 10. **PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at https://www.arkadium.com/privacy-policy/ and the Adminstrator's Privacy Policy at https://www.rtm.com/wp-content/uploads/2018/07/privacypolicy.pdf In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

- 11. **TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner.
- 12. **WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by **Oct 13, 2023** to: Arkadium's Daily Sweepstakes Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

SPONSOR: Arkadium 30 W 21st St. 7th Floor New York, NY 10010

ADMINISTRATOR: Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428

Arkadium's Back to Summer 2023 Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Arkadium's Back to Summer 2023 Sweepstakes (the "Promotion") begins at 12:00 PM Eastern Standard Time (EST) on June 21, 2023 and ends at 12:01 AM EST on September 06, 2023 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

- 1. **ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States (and the District of Columbia), who are 18 years of age or older as of date of entry. Employees, officers and directors of Arkadium, Inc ("Sponsor"), Realtime Media LLC ("Administrator") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
- 2. **HOW TO ENTER THE PROMOTION:** To enter, visit https://www.arkadium.com/ (the "Website") during the Promotion Period. To create an account, click the "Login" button in the navigation on any page on the website and enter your true and correct information on

the registration form in the required fields (required fields include: Email Address). Once registered or signed into your Arkadium profile, players can click on the "Collect My Daily Entry" button on any category page on the Website to receive an entry into the Sweepstakes.

Limit of one (1) Sweepstakes Entry per person, per weekday. For the purposes of this Promotion, a weekday is considered to start Mondays at 12:00:00 AM EST and end Fridays 11:59:59 AM EST.

Bonus Entries will be available during the sweepstakes as follows:

On weekends, players receive two (2) entries. For the purposes of this Promotion, the weekend is considered to start Friday at 12:00:00 PM EST and end Sunday 11:59:59 PM EST.

During the weekend of June 30, 2023, players receive five (5) entries (this weekend is considered to start Friday, June 30, 2023, at 12:00:00 PM EST and end Tuesday, July 04, 2023, at 11:59:59 PM EST).

During the weekend of August 11, 2023, players receive three (3) entries (this weekend is considered to start Friday, August 11, 2023 at 12:00:00 PM EST and end Sunday, August 13, 2023 at 11:59:59 PM EST).

During the weekend of September 01, 2023, players receive five (5) entries (this weekend is considered to start Friday, September 01, 2023, at 12:00:00 PM EST and end Monday, September 04, 2023, at 11:59:59 PM EST).

Throughout the Promotion Period, the Sponsor may announce Bonus Entries on https://www.arkadium.com/ (the "Website"), including but not limited to email and, social media providing opportunities to earn additional entries ("Bonus Entry Periods"). As such, Entrants will receive multiple entries as designated by the Sponsor's Multiplier from time to time. Example: Earn five (5) entries (Multiplier) for every specified action completed.

3. **WINNER NOTIFICATION:** The potential prize winners will be notified by email on or before September 21, 2023, and or as soon as reasonably practiceable. In the email, they will be required to submit their information including, but not limited to, Full Name, Full Address, Email Address, Phone Number, and Birth Date. Potential winners will have three (3) business days to respond to winning notification by completing the prize claim form before forfeiting their prize. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential

winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries for that drawing

4. **PRIZES/PRIZE RESTRICTIONS:** One (1) Grand Prize will be awarded during the promotion consisting of:

One (1) \$1,000 Digital Visa Gift Card

The Approximate Retail Value ("ARV") of the Prize is \$1,000.

PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per person, per household. All Promotion prizes will be fulfilled approximately four (4) to six (6) weeks after the winners have been drawn and all paperwork received. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

5. **GENERAL:** Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated, including Arkadium Avatar), Arkadium screen name, voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of any internet service

provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

- 6. **CONDUCT:** By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 7. **LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for 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 Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or

registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

- 8. **RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 9. **CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 10. **PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacv Policy. which available at https://www.arkadium.com/privacy-policy/ and the Adminstrator's Privacy Policy at https://www.rtm.com/wp-content/uploads/2018/07/privacypolicy.pdf In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

- 11. **TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner.
- 12. **WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by September 15, 2023 to: Arkadium's Wonderful Winter Sweepstakes Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

SPONSOR: Arkadium 30 W 21st St. 7th Floor New York, NY 10010

ADMINISTRATOR: Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428

Arkadium's Firefly Forest Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Arkadium's Firefly Forest Sweepstakes (the "Promotion") begins at 9:00 AM Eastern Standard Time (EST) on June 8, 2023 and ends at 12:00 PM EST on July 15, 2023 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

- 1. **ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States (and the District of Columbia), who are 18 years of age or older as of date of entry. Employees, officers and directors of Arkadium, Inc ("Sponsor"), Realtime Media LLC ("Administrator") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
- 2. **HOW TO ENTER THE PROMOTION:** To enter, visit https://www.arkadium.com/ (the "Website") during the Promotion Period. In order to collect the entry, users must be registered, an email must be provided for registration. The user must be signed in to their free Arkadium profile (in order to create a free profile, they must register and confirm their email) or be signed

in to their subscription Arkadium profile. The registered, logged in, player goes to CRYSTAL COLLAPSE SUMMER NIGHTS game page, starts a game, completes a game and then collects a daily entry. Any player who completes a game of CRYSTAL COLLAPSE SUMMER NIGHTS one (1) through ten (10) days of the promotion period is eligible to receive one (1) Sweepstakes Entry per person, per email address, per day throughout the one (1) to ten (10) days of the promotion period. Any player who completes a game of CRYSTAL COLLAPSE SUMMER NIGHTS eleven (11) through twenty (20) days of the promotion period is eligible to receive three (3) Sweepstakes Entries per person, per email address, per day throughout the eleven (11) to twenty (20) days of the promotion period. Any player who completes a game of CRYSTAL COLLAPSE SUMMER NIGHTS twenty-one (21) through thirty (30) days of the promotion period is eligible to receive six (6) Sweepstakes Entries per person, per email address, per day throughout the twenty-one (21) to thirty (30) days of the promotion period. Any player who completes a game of CRYSTAL COLLAPSE SUMMER NIGHTS thirty-one (31) through thirty-eight (38) days of the promotion period is eligible to receive twelve (12) Sweepstakes Entries per person, per email address, per day throughout the thirty-one (31) to thirty-eight (38) days of the promotion period.

- 3. **WINNER NOTIFICATION:** The potential prize winners will be notified by email on or before August 01, 2023 and or as soon as reasonably practiceable. In the email, they will be required to submit their information including, but not limited to, Full Name, Full Address, Email Address, Phone Number, and Birth Date. Potential winners will have three (3) business days to respond to winning notification by completing the prize claim form before forfeiting their prize. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries for that drawing.
- 4. **PRIZES/PRIZE RESTRICTIONS:** One (1) Grand Prize will be awarded during the Promotion consisting of:

One (1) \$50.00 Digital Visa Gift Card

The Approximate Retail Value ("ARV") of the Grand Prize is \$50.00

PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per person, per household. All Promotion prizes will be fulfilled approximately four (4) to six (6) weeks after the winners have been drawn and all paperwork received. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

- 5. GENERAL: Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated, including Arkadium Avatar), Arkadium screen name, voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.
- 6. **CONDUCT:** By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries

and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 7. LIMITATIONS OF LIABILITY: The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for 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 Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.
- 8. **RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 9. **CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with

this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

- 10. PRIVACY: Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Policy, which is Privacy available https://www.arkadium.com/privacy-policy/ and the Adminstrator's Privacy Policy at https://www.rtm.com/wp-content/uploads/2018/07/privacypolicy.pdf In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 11. **TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner.
- 12. **WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by July 31, 2023 to: **Arkadium's Firefly Forest Sweepstakes** Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

SPONSOR: Arkadium 30 W 21st St. 7th Floor New York, NY 10010

ADMINISTRATOR: Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Arkadium's Daily Reward Sweepstakes (the "Promotion") begins at 12:00 AM Eastern Standard Time (EST) on April 1, 2023 and ends at 11:59 PM EST on June 30, 2023 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

- 1. **ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States (and the District of Columbia), who are 18 years of age or older as of date of entry. Employees, officers and directors of Arkadium, Inc ("Sponsor"), Realtime Media LLC ("Administrator") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
- 2. **HOW TO ENTER THE PROMOTION:** To enter, visit https://www.arkadium.com/ (the "Website") during the Promotion Period. To collect the entry, users must be registered, an email must be provided for registration. The user must be signed in to their free Arkadium profile (in order to create a free profile, they must register and confirm their email) or be signed in to their subscription Arkadium profile. The registered, signed in player must start and complete 1 round of the promoted Daily Reward Sweepstakes Game to collect their daily entry. Games are subject to change throughout the promotion period at the sponsor's discretion. **Limit of one (1) Sweepstakes Entry per person, per email address, per day throughout the promotion period.**

Games include:

- Earth Day Mahjong begins 12:00 AM EST on April 1, 2023 thru 11:59 PM EST on April 30, 2023
- Mahjongg Candy begins 12:00 AM EST on May 1, 2023 thru 11:59 PM EST on May 31, 2023
- Mahjongg Solitaire begins 12:00 AM EST on June 1, 2023 thru 11:59 PM EST on June 30, 2023

The promotion period will consist of **thirteen (13)** individual Weekly Drawings. Each Weekly Drawing will take place every Wednesday during the promotion period. The first Entry Period for the promotion will include entries from Saturday, April 1, 2023 at 9:00 AM EST through Sunday, April 9, 2023 at 11:59 PM EST. For the rest of the promotion period, the Daily Entry Period for each weekly drawing will include entries from Monday at 12:00 AM EST through Sunday at 11:59 PM EST of the week prior. Throughout the promotion period, a total of ninety-one (91) winners, one for each day of the promotion, will be selected in an

electronic, randomized drawing. The Weekly Drawing of Daily Entries will be conducted on or around the weekly drawing date from among all eligible entries received during the Daily Entry Period. Entries must be received before the end of the Daily Entry Period to be eligible for the corresponding Weekly Drawing of Daily Entries. Entries do not roll over to future days and are eligible only during the Daily Entry Period received.

- 3. **WINNER NOTIFICATION:** The potential prize winners will be notified by email on or within three (3) business days of winner selection or as soon as reasonably practiceable. In the email, they will be required to submit their information including, but not limited to, Full Name, Full Address, Email Address, Phone Number, and Birth Date. Potential winners will have five (5) business days to respond to winning notification by completing the prize claim form before forfeiting their prize. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize.
- 4. **PRIZES/PRIZE RESTRICTIONS:** Ninety-one (91) Total Prizes will be awarded to ninety-one (91) players during and/or after the promotion period ends. Each prize will consist of one (1) \$5.00 digital gift card from 1 or more of the following vendors: Applebee's, Marshalls, Lowe's, Amazon or Starbucks. These vendors are subject to change over the course of the promotion period.

The Approximate Retail Value ("ARV") of each Promotion Prize is \$5.00

The Approximate Retail Value ("ARV") of all Promotion Prizes is \$455.00

PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per person, per household. All Promotion prizes will be fulfilled approximately four (4) to six (6) weeks after the winners have been drawn and all paperwork received. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

5. **GENERAL:** Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or

simulated, including Arkadium Avatar), Arkadium screen name, voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

- 6. **CONDUCT:** By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 7. **LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information,

or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for 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 Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

- 8. **RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 9. **CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

- 10. **PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which available at https://www.arkadium.com/privacy-policy/ and the Adminstrator's Privacy Policy at https://www.rtm.com/wp-content/uploads/2018/07/privacypolicy.pdf In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 11. **TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner.
- 12. **WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by **July 15, 2023** to: Arkadium's Daily Sweepstakes Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

SPONSOR: Arkadium 30 W 21st St. 7th Floor New York, NY 10010

ADMINISTRATOR: Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428

Arkadium's Step Into Summer 2023 Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Arkadium's Step Into Summer 2023 Sweepstakes (the "Promotion") begins at 12:00 PM Eastern Standard Time (EST) on March 20, 2023 and ends at 11:59 AM EST on June 21, 2023 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

1. **ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States (and the District of Columbia), who are 18 years of age or older as of date of entry. Employees, officers and directors of Arkadium, Inc ("Sponsor"), Realtime Media LLC ("Administrator") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and

persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

2. HOW TO ENTER THE PROMOTION: To enter, visit https://www.arkadium.com/ (the"Website") during the Promotion Period. To create an account, click the "Login" button in the navigation on any page on the website and enter your true and correct information on the registration form in the required fields (required fields include: Email Address). Once registered or signed into your Arkadium profile, players can click on the "Collect My Daily Entry" button on any category page on the Website to receive an entry into the Sweepstakes. Limit of one (1) Sweepstakes Entry per person, per weekday. For the purposes of this Promotion, a weekday is considered to start Mondays at 12:01:00 AM EST and end Fridays 11:59:59 AM EST.

Bonus Entries will be available during the sweepstakes as follows:

On weekends, players receive two (2) entries. For the purposes of this Promotion, the weekend is considered to start Friday at 12:00:00 PM EST and end Sunday 11:59:59 PM EST.

During the weekend of March 24, 2023, players receive three (3) entries (this weekend is considered to start Friday, March 24, 2023 at 12:00:00 PM EST and end Sunday, March 26, 2023 at 11:59:59 PM EST).

During the weekend of April 14, 2023, players receive three (3) entries (this weekend is considered to start Friday, April 14, 2023 at 12:00:00 PM EST and end Sunday, April 16, 2023 at 11:59:59 PM EST).

During the weekend of May 26, 2023, players receive five (5) entries (this weekend is considered to start Friday, May 26, 2023 at 12:00:00 PM EST and end Monday, May 29, 2023 at 11:59:59 PM EST).

Throughout the Promotion Period, the Sponsor may announce Bonus Entries on https://www.arkadium.com/ (the "Website"), including but not limited to email and, social media providing opportunities to earn additional entries ("Bonus Entry Periods"). As such, Entrants will receive multiple entries as designated by the Sponsor's Multiplier from time to time. Example: Earn five (5) entries (Multiplier) for every specified action completed.

3. **WINNER NOTIFICATION:** The potential prize winners will be notified by email on or before July 06, 2023, and or as soon as reasonably practiceable. In the email, they will be required to submit their information including, but not limited to, Full Name, Full Address, Email Address, Phone Number, and Birth Date. Potential winners will have three (3) business days to respond to winning notification by completing the prize claim form before forfeiting their prize. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential

winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries for that drawing.

4. **PRIZES/PRIZE RESTRICTIONS:** One (1) Grand Prize will be awarded during the promotion consisting of:

One (1) \$1,000 Digital Visa Gift Card

The Approximate Retail Value ("ARV") of the Prize is \$1,000.

PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per person, per household. All Promotion prizes will be fulfilled approximately four (4) to six (6) weeks after the winners have been drawn and all paperwork received. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

5. GENERAL: Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated, including Arkadium Avatar), Arkadium screen name, voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these

Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

- 6. **CONDUCT:** By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 7. **LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for 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 Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be

related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

- 8. **RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 9. **CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New York. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of New York. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 10. PRIVACY: Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of Sponsor's Policy. which the Privacv https://www.arkadium.com/privacy-policy/ and the Adminstrator's Privacy Policy at https://www.rtm.com/wp-content/uploads/2018/07/privacypolicy.pdf In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

- 11. **TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner.
- 12. **WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by June 30, 2023 to: Arkadium's Wonderful Winter Sweepstakes Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

SPONSOR: Arkadium 30 W 21st St. 7th Floor New York, NY 10010

ADMINISTRATOR: Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428