

## Flipside Challenges Terms and Conditions

Last updated June 6, 2023

These Rewards Terms and Conditions (these “Terms”) the [Terms of Service & Copyright Policy](#) (the “Terms of Service”) of Flipside Crypto, Inc. (“Flipside”) apply to, and will govern, all challenges participated by you and run by Flipside Crypto, Inc. (collectively, the “Challenge Programs”).

### 1. ELIGIBILITY

Subject to these Terms, to be eligible to participate in the Challenge Programs, during the period of your participation, you must:

- 1) be of legal age in the jurisdiction in which you reside and you must have the legal capacity to enter into, and be bound by, these Terms if you are participating in the Challenge Programs as an individual;
- 2) have the legal authority to accept these Terms on the applicable entity’s behalf, in which case “you” (except as used in this paragraph) will mean the foregoing entity if you are participating in the Challenge Programs as an entity;
- 3) not engage in any unlawful conduct when participating in the Challenges Programs, including the use of threats, demands or any other coercive tactics;
- 4) make a good faith effort to avoid privacy violations, destruction of data, interruption or degradation of any Services (as defined in the Terms of Service), including using automated testing that generates significant amounts of traffic; and
- 5) comply with the rules and guidelines of the applicable challenge.

Flipside reserves the right to limit or refuse your eligibility to participate in the Challenge Programs for any reason in its sole discretion, including but not limited to where your participation is prohibited by applicable law. If Flipside becomes aware of any violation of these Terms or the Terms of Service, Flipside may elect to, among other things, (a) prohibit you from using the Services; (b) withhold, amend or cancel the benefits of or payments under the Challenge Programs; or (c) require return of any payment made to you, including taking any action at law to obtain such payment.

### 2. REWARDS

Subject to these Terms, you may receive rewards in partner tokens based on your qualified submission in the Challenge Programs according to its rules (“Earned Reward”). It is your sole responsibility to make sure the wallet address you provide for redeeming the Earned Rewards is compatible with and able to receive and store the applicable partner tokens. Flipside will not reimburse any loss that happened due to you providing Flipside with an incompatible wallet address. If you do not have an eligible wallet to redeem the Earned Reward, instead of paying you the Earned Rewards in partner tokens, Flipside may give you “IOUtokens “Coupons” as

your sole reward for the applicable Challenge. You may redeem Coupons for partner tokens at a 1:1 ratio. The Coupons irrevocably expire 28 days after the date the corresponding reward was earned, after which you will lose any and all rights to receive rewards for completing the applicable Challenge. Only the original recipient of the Coupons is eligible to redeem the Coupons, and it is a violation of these Terms to transfer or attempt to transfer any Coupon to a wallet beneficially owned by any other party. The Coupons are expected to be represented as ERC-20 tokens on Polygon.

### **3. CHALLENGE PROGRAMS ADMINISTRATION**

Flipside reserves the right to administer the Challenge Programs in its sole discretion:

- 1) Flipside hereby reserves the right to amend, suspend or terminate the Challenge Programs at any time with or without prior notice or consent. Flipside further reserves the right to amend, withhold or cancel any Challenge Programs payments or benefits granted if Flipside becomes aware of any violation of these Terms or the Terms of Service.
- 2) Administration of the Challenge Programs is at the discretion of Flipside. Any questions relating to eligibility, or these Terms or the Challenge Programs will be resolved by Flipside at Flipside's discretion and its decision will be final and binding with respect thereto. If it is discovered by Flipside that you have or have attempted to violate these Terms or the Terms of Service, then Flipside may disqualify you from any Challenge Programs payments or benefits in its discretion.
- 3) Flipside reserves the right to pay rewards that do not comply with every requirement herein. Rewards made pursuant to such exceptions made by Flipside do not constitute any waiver by Flipside of any other terms and conditions set forth herein.

### **4. TAXES**

You will be solely responsible for all income tax liabilities that arise from or in any way relate to any benefit or payment that Flipside conveys to you, including income taxes, sales, personal property, use, VAT, excise, withholding and self-employment taxes. Flipside has the right to withhold from any amounts payable to you such foreign, federal, state or local taxes as may be required to be withheld under applicable law. You agree to report the value of the benefit or payment you receive from Flipside to all applicable legal and local authorities, and complete any required tax forms that Flipside requests be completed prior to receiving your benefit or payment.

Flipside or its service provider may request that you provide your tax identification number and/or a US tax form such as W-9 or W-8. If you do not provide Flipside the requested information and documentation, you understand and agree that your Earned Rewards may be subject to federal and state withholding tax at the applicable rates on all US source income payments received.

### **5. REPRESENTATION**

You represent and warrant as of each date you participated in any of the Challenge Programs and each date of payment of Earned Rewards (in partner tokens or Coupons): (i) you are not domiciled in nor managed from any jurisdiction where performance of the Services would not comply with applicable law; (ii) you own, and will at all times own, each wallet where you have instructed Flipside to pay Earned Rewards (in partner tokens or Coupons) and none of such wallets is not included in a list of sanctioned wallets maintained by the Office of Foreign Asset Controls ("OFAC"); (iii) you are not a Foreign Shell Bank as defined under 31 CFR 1010.605(g), and you are not directly or indirectly owned or controlled by any person or entity (a) included the List of Specially Designated Nationals and Blocked Persons or the Consolidated Sanctions List maintained by OFAC or similar list maintain by any government entity from time to time; or (b) located, organized, or resident in a country or territory that is the target of sanctions imposed by OFAC or any government entity.