

## Gaia Promotion

### OFFICIAL RULES

Sponsored by NFT Genius, Inc. (“**Sponsor**”).

NO ENTRY FEE. NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

The **Gaia Promotion** (the “**Promotion**”) begins on September 20, 2022, at 12:01 am PDT and ends on October 20, 2022 at 11:59 pm PDT or when all 1000 available Gaia Elements Packs have been earned, whichever occurs first. (the “**Promotion Period**”).

1. **Agreement to Official Rules.** By entering or participating in the Promotion, you accept and agree to be bound by these “**Official Rules**” and Terms of Use associated with the Top Shot Moment NFTs, which can be found at <https://nbatopshot.com/terms> (the “**Top Shot Moment NFT Terms**”). For the avoidance of doubt, these Official Rules and Top Shot Moment NFT Terms will apply to the Prize winner as if the winner purchased the Prize non-fungible token (“**NFT**”), even though the winner will make no purchase to receive the Prize hereunder. In the event of any conflict between these Official Rules and the Top Shot Moment NFT Terms, these Official Rules will govern with respect to the disposition of the Promotion. You understand and acknowledge that the Prize will be fulfilled by NFT Genius, and that Sponsor is not responsible for the lack of or delay in fulfillment of any Prize. The Sponsor Terms apply only to the Prize winner’s use of the Prize after the Prize has been fulfilled by NFT Genius.
2. **Eligibility.** The Promotion is open to individuals, eighteen (18) years of age or older at the time of entry. Employees of Sponsor and its parent company, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Sponsor through an outsourcer or temporary employment agency during the Promotion Period, and their respective immediate family members and persons living in the same household, are also not eligible to participate in the Promotion. For the avoidance of doubt, persons located in any country to which the United States has embargoed goods or has otherwise applied any economic sanctions are not eligible for participation.
3. **How to Enter.** You may enter the Promotion by doing the following:

During the Promotion Period:

1. Go to <https://ongafia.com/challenges/seize-the-moment>;
2. Connect your third-party cryptowallet;
3. Confirm your desire to enter this Promotion;
4. Buy or sell (such action, a “**Trade**”) an NBA Top Shot Moment (“**Top Shot Moment NFT**”); and
5. Receive points associated with the trade.

**Maximum three (3) Gaia Elements Packs per entrant during the Promotion Period.** Only three (3) Gaia Elements Packs per person is permitted as described herein. [As set forth in Section 5 (Prizes and Odds), a maximum of 600 points may be used to receive three (3) Gaia Elements Packs.]

**Note: To claim a Prize in this Promotion, entrants may be required to provide additional information for communication by Sponsor. Potential winners that do not provide additional information as requested by Sponsor via the verification process will not be eligible. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, IN THEIR SOLE DISCRETION, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL THAT ENTRANTS’S ELIGIBILITY AND COMPLIANCE WITH ALL REQUIREMENTS TO CLAIM A PRIZE HAVE BEEN VERIFIED AND FULFILLED, AND THE ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.**

4. **Prize Drawing:** Trades meeting the requirements of these Official Rules will be entered into the Prize drawing, to be held on or around October 31, 2022, at or around 6:00 PM PDT or approximately 15 days following the date when the supply of available Gaia Elements Packs is zero. A maximum of 1,000 Gaia Elements Packs will be given. Sponsor's clock will be the official clock for the Promotion Period.
5. **Prizes and Odds:** The prize to be awarded from the Promotion is as follows: Per every 200 points, each entrant will receive a free Gaia Elements Pack that will include: (i) a randomized set of Digital Collectibles from NFT Genius.

No cash or other substitution of Prizes is permitted, except at the sole option of Sponsor for a Prize of equal or greater value. Sponsor will not replace any lost or stolen Prizes. Winners are solely responsible for any and all federal, state, provincial and local taxes, if any, that apply to Prizes.

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6. **Notification of Winners.** Each winner will receive its Prizes through an airdrop. If a selected potential winner is ineligible, and/or where applicable an affidavit of eligibility and publicity/liability release is not received in a timely manner, is incomplete or modified, their Prize may be forfeited and an alternate winner may be selected from remaining valid, eligible entries.

7. **Disclaimers and Limitations on Liability.**

(a) Sponsor is not responsible for (i) late, lost, delayed, damaged, postage-due, incomplete, illegible, garbled, misdirected or undeliverable entries, responses, or other correspondence, whether by email or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties or any technical hardware or software failures of any kind, which may limit a person's ability to participate in the Promotion.

(b) IN NO EVENT WILL SPONSOR BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROMOTION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

8. **Indemnification.** You agree to release, indemnify, defend and hold Sponsor and its parent, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Promotion, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in this Promotion or acceptance or use of a Prize or parts thereof, including, without limitation, (i) any condition caused by events beyond Sponsor's control that may cause the Promotion to be disrupted or corrupted; (ii) the Prize, or acceptance, possession, or use of the Prize, or from participation in the Promotion; and (iii) any printing or typographical errors in any materials associated with the Promotion.

9. **Additional Conditions.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Promotion in whole or in part, if in Sponsor's opinion (a) the Promotion is not capable of running as planned by reason of the occurrence of any event beyond its control including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications, equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Promotion by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control, or (b) any other factors beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, in all instances without liability to the entrants. Sponsor also reserves the right to disqualify any entrant or winner, as determined by Sponsor, in its sole discretion.

Persons who tamper with or abuse any aspect of the Challenge or website (including the use of artificial intelligence bots or bots created or utilized for the purpose of entering this challenge), who participate in suspicious trading activity, or who are in violation of these official rules, as solely determined by Sponsor, will be deemed ineligible and removed from the list of potential winners.

10. **Governing Law and Choice of Forum.** These Official Rules are governed by the law of the State of Delaware, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Promotion or these Official Rules must be brought in either the federal courts located in the Northern district of California or the state courts located in San Mateo County, California.
11. **Sponsor:** NFT Genius, Inc.
12. **Contact.** If you have any questions relating to this Promotion, you may contact Sponsor via email at: [GaiaChallenge@nftgenius.com](mailto:GaiaChallenge@nftgenius.com)