

## MYTHICAL GAMES

### NITRO NATION WORLD TOUR: US CAR FESTIVAL TICKETS PROMOTION

#### Sweepstakes Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. THIS PROMOTION IS INTENDED FOR ENTRANTS LOCATED IN THE UNITED STATES, CANADA AND UNITED KINGDOM ONLY AND WILL BE GOVERNED BY U.S. & LOCAL LAWS. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES, CANADA AND UNITED KINGDOM AT THE TIME OF ENTRY. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C, CANADA AND UNITED KINGDOM. 21 YEARS OF AGE OR OLDER WHO ENTER FROM WITHIN THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA, CANADA AND UNITED KINGDOM.

1. **Eligibility:** This *Nitro Nation World Tour: US Car Festival Tickets* promotion (this or the "Promotion") is open to: legal residents of the fifty (50) United States and the District of Columbia, Canada and United Kingdom, who are at least 21 years of age or older, all at the time of entry. Employees, contractors, directors, officers, and agents of Mythical, Inc. ("Sponsor"), their affiliates, subsidiaries, distributors, sales representatives, and advertising, promotion and judging agencies and all other service agencies involved with the Promotion, and members of the immediate family (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) and household of each such employee (whether or not related) are not eligible to enter or win.

This Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Sweepstakes Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. **Sponsor:** Mythical, Inc., 10990 Wilshire Blvd., Suite 1800, Los Angeles, CA 90024
3. **Promotion Entry Period:** The Promotion begins on **Wednesday 15<sup>th</sup> February, 2023 and ends Wednesday 15<sup>th</sup> March, 2023 at 11:59:00 pm ET** (the "Promotion Entry Period"). All entries must be received before the Promotion Entry Period end time/date to be valid.
4. **How to Enter:** During the Promotion Entry Period, go to **Gleam website located here:** <https://gleam.io/IC9AY/nitro-nation-world-tour-giveaway> and perform any of the following actions to be granted 1 entry (maximum of 6 entries): Go to all social media page(s) available at <https://twitter.com/NitroNationTour>, <https://www.instagram.com/nitronationtour/>, <https://www.facebook.com/NitroNationTour>, and <https://discord.gg/nitronationtour> (the "Page(s)") and **Follow, tweet and tag a friend on Nitro Nation World Tour Twitter Account and join Nitro Nation World Tour Discord Account; create a Mythical account via the Sponsor's webpage available at: <https://nitronationworldtour.com>; register your email address on Sponsor's webpage available at <https://nitronationworldtour.com>.** Each action will receive one (1) entry ("Entry") into the Promotion. **Limit of one (1) Entry per social media account and email registered.** Individuals who do not follow all of the instructions, provide all required information, and/or abide by these Sweepstakes Official Rules or other instructions of Sponsor may be disqualified.  
Additional entries can be obtained by the following means: **purchase of any Workshop tier available at <https://nitronationworldtour.com/workshops>. 1 workshop purchase represents an additional 3 entries. Maximum amount of paid entries is 6, equating to 2 Workshop purchases.**

Entrants from Canada and UK will be subject to completing the following Skill-Based question in order to be eligible and email their answer to: [NNWTGiveaways@mythical.games](mailto:NNWTGiveaways@mythical.games).

Question:  $(18 \times 3) - (9 \div 3) =$

5. **Prohibitions.** Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple accounts, or under multiple identities, nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple social media accounts, under multiple identities, or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's sole discretion.
6. **Winner Notification:** The Prize Winners will be notified on **Wednesday, 22nd March, 2023**. The winners notification will be announced via private message and tag through the social media account in which the potential winner used to enter the Promotion. The potential winner is subject to verification, including verification of age. If a potential winner is found not to be eligible or not in compliance with these Official Rules, if attempted notification or any prize is returned as undeliverable, if any required documents are not returned within the required number of days, if a winner cannot be verified, or if a winner is otherwise unable or unwilling to accept and claim the prize as stated, then winner may be disqualified and the prize may be forfeited in Sponsor's sole discretion. In the event that a potential winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate entrant who will also be selected in a manner deemed fair and equitable by Sponsor, even if the disqualified potential winner's name may have been publicly announced. Winners may be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, within seven (7) business days of attempted notification or prize may be forfeited. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants.
7. **Prize:** 8 tickets for General Admission to a U.S Car Festival plus accommodation (1 CAR POOL PACK PER WINNER), plus flights for each ticket holder - Approximate retail value ("ARV") is US\$10,000.

*General Prize Terms:* ARVs are as of date of printing of these Official Rules. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded. **Limit: one (1) prize per person/household.** Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winners will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the prize they receive, regardless of whether if, in whole or in part, is used. Grand Prize winner will be issued an IRS 1099 form for prizes valued at \$500.00 or over. Prizes will only be awarded to the verified winners and may not be assigned.

8. **General Conditions:** Sponsor is not responsible for lost, late, misdirected, undelivered, incorrect, or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries. Sponsor reserves the right to cancel, suspend, and/or modify the Promotion, or any part of it, if any fraud, bugs, virus, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor will randomly award the prizes from among all eligible, non-suspect entries received prior to cancellation. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions, the website, or network connections that are human or technical in nature. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process, the website, or the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner.

WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S FAILURE TO ENFORCE ANY TERMS OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.

9. **Publicity:** Except where prohibited by law, each winner grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her name, photograph, and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.
10. **Release: No liability or responsibility is assumed by Sponsor resulting from the user's participation or attempt to participate in the Promotion. Sponsor is not responsible for any errors in these Official Rules, the Promotion materials, or the announcement of Winners.** As a condition of entering, entrants agree (and agree to confirm in writing); (a) to release Sponsor, its affiliates, subsidiaries, retailers, and agents, and each of their officers, directors, employees and agents ("Promotion Parties"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize; (b) under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby knowingly and expressly waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased; (c) all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs.
11. **Binding Arbitration:** Any controversy or claim arising out of or relating to this Promotion shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS PROMOTION IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE PROMOTION, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND (2) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME

JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY SET FORTH ABOVE AND IN SECTION 9(B)-(D), SO SUCH LANGUAGE MAY NOT APPLY TO EVERY ENTRANT.

12. **Governing Law & Jurisdiction:** This Promotion and its Official Rules are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Promotion Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters of proceedings which are not subject to arbitration as set forth in Section 11 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in Los Angeles County, California.

13. **Entrant's Personal Information/Privacy:** Please see Sponsor's privacy policy on its website at [www.mythical.games](http://www.mythical.games) for details of Sponsor's policy regarding the use of personal information collected in connection with this Promotion. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

*This Promotion is not sponsored, produced, executed, or administered by any external entity.*