

NOW.GG'S ROBUX JACKPOT SWEEPSTAKES OFFICIAL RULES

Now.gg, Inc., 2105 S. Bascom Avenue, #380, Campbell, California 95008, USA ("Now.gg" or "Sponsor") is pleased to introduce the Now.gg Robux Jackpot Sweepstakes (the "Promotion"). The Promotion begins at 12:00:00 a.m. Pacific Daylight Time ("PDT") on October 31, 2023, and ends at 11:59:59 a.m. PDT on November 7, 2023 ("Promotion Period"). Pacific Daylight Time shall control for all purposes of this Promotion. Sponsor's computer shall be the official clock for purposes of the Promotion. The Promotion is subject to applicable federal, state and local laws and regulations and is VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

As a condition of participating in the Promotion, you agree to be fully and unconditionally bound by these Official Rules, the Terms of Use of the Now.gg, Inc. website ("Site"), products, services, and application ("App") (collectively, the "Services") available at <https://now.gg/terms-and-privacy.html>, and the decisions of Sponsor, whose decisions shall be final and binding in all respects, and you agree to waive any right to claim ambiguity in the Promotion, these Official Rules, or any Promotion or App materials. Winning and receiving a Prize (as defined in Section 7) is contingent upon fulfilling all requirements set forth herein.

1. **ROBLOX DISCLAIMER:** You agree and acknowledge, as a condition of participating in the Promotion, that Roblox[®] Corporation and their owners directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated corporations and entities (collectively, the "Roblox[®]") are not sponsors of the Promotion nor do they endorse or administer the Promotion, nor are they in any way associated with the Promotion. All questions regarding the Promotion must be directed to Sponsor, not the Roblox[®]. You also agree that as a condition of participating in the Promotion, you shall release the Roblox[®] from any and all liability arising out of or relating to your participation in the Promotion, acceptance, use, or misuse of any Prize.
2. **PROMOTION OVERVIEW:** The promotion is comprised of an instant drawing for each entry by a participant who has a chance to win additional Robux.
3. **ELIGIBILITY:** The Promotion is open only to Registered Users of Now.gg who are:
 - (i) at least eighteen (18) years of age at the time of entry;
 - (ii) a legal resident of the United States of America;
 - (iii) not a person barred from participating in the Promotion under the laws of the United States; and
 - (iv) at all times abide by these Official Rules.

THE PROMOTION IS VOID WHERE OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

Officers, directors, members, managers, employees, representatives, and agents of Sponsor and each of its respective parent companies, affiliates, subsidiaries, franchisees, fulfillment agencies, and any other companies associated with the design or execution of the Promotion (the "Promotion Entities"), as well as each of their Immediate Family Members (as defined below) and Household Members (as defined below) are not eligible to participate in or win the Promotion. "Immediate Family Members" shall mean spouse, parents, step-parents, legal guardians, children, step-children, siblings or step-siblings and each of their spouses regardless of where they reside. "Household Members" shall mean those people who share the same residence at least three (3) months a year.

4. **HOW TO ENTER:** No purchase necessary. During the Promotion Period, eligible Registered Users may enter the Now.gg Robux Jackpot Sweepstakes as follows:
 - **Now.gg Robux Jackpot Sweepstakes Entry -**

- Visit the promotion site at: <https://now.gg/play/roblox-corporation/5349/roblox>, and
- complete the entry form.
- One Robux will be deducted from your balance per entry
- You may enter up to five (5) times per day
- **Free Alternative Method of Entry –**
 - Submit an alternative method of entry:
 - Visit the alternative entry page at: https://now.gg/play/roblox-corporation/5349/roblox?enable_free_spin=true, and
 - enter their email address through which they have logged into now.gg account, and
 - Verify their email address

Each eligible entrant will receive one (1) entry into the Robux Jackpot Sweekpstakes for the day in which the entry was received for a valid alternative method of entry. Entries received via the alternative method are treated as any other entry. All entries submitted via the alternate method of entry must be received on or before the last day of the Promotion Period. Up to five(5) entries may be made per day.

Any form of entry other than that described herein is void. Proof of a submission is not considered proof of entry into the Promotion. Using an automated system to participate in the Promotion or attempting to subvert the Promotion entry process is prohibited and may result in disqualification. In the event of a dispute over who submitted a winning entry, the authorized account holder of the email address provided at the time of entry will be deemed to be the entrant. The “authorized account holder” is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Potential winners of Promotion may be required to show proof of being the authorized account holder.

Sponsor is not responsible for incorrect or inaccurate transcription of entry information, computer, online or human error, technical malfunctions, any omission, interruption, defect, or any other error, including, without limitation, lost, late, incomplete, invalid, unintelligible or misdirected entries, all of which may constitute grounds for disqualification in Sponsor’s sole discretion. If a problem occurs in the entry process, the entrant is solely responsible for verifying that the entry process has been validly completed. Sponsor shall have no obligation to advise an entrant of an incomplete, late or undeliverable entry. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Entrant is responsible for all online charges incurred with any Internet service provider and/or wireless carrier.

- 5. WINNER DETERMINATION AND NOTIFICATION:** Upon an eligible Registered User’s entry, the Sponsor will conduct random drawings to select potential winners of the Prizes (as defined in Section 7).

The potential Prize winner will be awarded the applicable Prize subject to verification of eligibility and compliance with all terms and conditions of these Official Rules. Immediately after the drawing, the potential Prize winner will be notified via the promotion page.

Potential Prize winners may be required to provide their Social Security number or tax ID for tax reporting purposes if Sponsor is required to file an IRS Form 1099 with the Internal Revenue Service for the fair market value of a Prize awarded and accepted.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR’S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE PROMOTION, ANY CHANGES TO THESE OFFICIAL RULES, AND THE SELECTION OF POTENTIAL PRIZE WINNERS IS FINAL AND BINDING AND NOT SUBJECT TO CHALLENGE OR APPEAL.

- 6. ODDS OF BEING SELECTED AS A WINNER:** The odds of winning a Prize in the Now.gg Robux Jackpot Sweepstakes are as follows:

<u>Prize</u>	<u>Odds of Winning Prize per Entry</u>
800 Robux	0.10%
10 Robux	1.00%
5 Robux	10.00%
2 Robux	30.00%

- 7. PRIZES:** The total quantity of prizes is 392,000 Robux and approximate retail value (“ARV”) of the prizes for the Now.gg Robux Jackpot Sweepstakes is \$4,900.00.

ALL FEDERAL, STATE, AND LOCAL TAXES AND FEES ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNER. ALL OTHER COSTS AND EXPENSES RELATED TO ANY PRIZE NOT SPECIFIED HEREIN AND OTHER EXPENSES INCURRED BY ACCEPTING A PRIZE ARE ALSO THE SOLE RESPONSIBILITY OF THE WINNER. ANY REQUIRED TAX REPORTING FORMS WILL BE FURNISHED TO THE APPROPRIATE AUTHORITIES. WINNER MAY BE REQUIRED TO PROVIDE THEIR SOCIAL SECURITY NUMBER OR TAX ID FOR TAX REPORTING PURPOSES IF SPONSOR IS REQUIRED TO FILE AN IRS FORM 1099 WITH THE INTERNAL REVENUE SERVICE FOR THE FAIR MARKET VALUE OF A PRIZE AWARDED AND ACCEPTED.

- 8. PRIZE RESTRICTIONS:** No more than the number of Prizes stated in these Official Rules will be awarded. The winner is a potential winner until verified by Sponsor. Winning a Prize is contingent upon accepting these Official Rules and fulfilling all requirements of these Official Rules. All Prize details are at the sole and absolute discretion of Sponsor and any depiction of Prizes, in Promotion materials or otherwise, is for illustrative purposes only. No transfer, refund, cash redemption, substitution, replacement or cash equivalent for a Prize or any Prize component will be made, except that Sponsor at its sole and absolute discretion may substitute a Prize of equal or greater value for any reason, including but not limited to instances where any aspect of a Prize is unavailable or any Prize related event is delayed, cancelled or postponed. Sponsor shall have no responsibility or obligation to a Prize winner or a potential winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize. In the event of non-compliance with these Official Rules, or if the Prize is unclaimed, the Prize will be forfeited and an alternate winner will not be selected.

ALL PRIZES ARE AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

- 9. PUBLICITY RELEASE AND USE OF PERSONAL INFORMATION:** Except where prohibited or restricted by law, by participating in this Promotion and/or accepting a Prize, you grant to Sponsor and Sponsor’s designees the right to use and/or publish your full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by you regarding the Promotion or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor and/or any of Sponsor’s designees, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

By entering the Promotion, you acknowledge you will be sharing your personal information with Sponsor. In addition, by entering, you also agree to Sponsor's use of your personal information in accordance with its online privacy policy, available at <https://now.gg/terms-and-privacy.html#privacy>. Please refer to Sponsor's privacy policy for important information regarding the collection, use and disclosure of personal information. Additionally, you agree that the Sponsor may contact you regarding promotional activities.

YOU FURTHER ACKNOWLEDGE THAT YOUR PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING YOUR NAME ON A WINNERS' LIST AND ON SPONSOR'S SITE AND APP.

10. GENERAL CONDITIONS AND RELEASE: By participating in this Promotion, you agree to be bound by all terms of these Official Rules and to release, hold harmless, covenant not to sue, and forever discharge the Promotion Entities as well as Roblox® (all such individuals and entities collectively referred to herein as the "Released Parties"), from, against, and as to any and all third party claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action of any kind that in any way now or hereinafter may arise from or relate to the Promotion including without limitation, in connection with (i) the administration of the Promotion, including without limitation typographical, printing, seeding, technical malfunctions with Sponsor's Site or App or any third party provider, or other errors (human or otherwise) relating to or in connection with the Promotion, the processing of entries, the announcement of any Prizes or any related materials, inaccurate, fraudulent, incomplete, illegible, late, lost, stolen, misdirected, undelivered, incomplete, or any delays in delivery or lack of availability of any Prize or Prize materials, and/or your participation in this Promotion or acceptance or use of any Prize, or participation in any Prize-related activities, and death and bodily injury (including emotional distress), due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, including, without limitation, any claims or causes of action based on publicity rights, defamation or invasion of privacy. Released Parties assume no responsibility for any damage to your or any other person's computer system, mobile device or tablet which is occasioned by participating in the Promotion, or for any computer system, mobile device, tablet, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. If for any reason your entry is confirmed to have been not been entered into the Promotion or erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is to submit another entry as set forth in these Official Rules. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for punitive, incidental or consequential damages, in which case the liability of the Released Parties will be limited to the maximum extent permitted by law.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO YOUR PREPARATION, PARTICIPATION OR INABILITY TO PARTICIPATE IN THE PROMOTION, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL. FURTHER, BY PARTICIPATING IN THE PROMOTION AND/OR ACCEPTING AN PROMOTION PRIZE, YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY YOU AGAINST ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY PROMOTION ACTIVITY, USE OF ANY TENDERED ENTRY OR OTHER RIGHTS GRANTED HEREIN OR PARTICIPATION IN THIS PROMOTION. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR

DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, IN WHICH CASE THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Without limiting the foregoing, in the event the Sponsor is prevented from continuing with the Promotion as contemplated herein or by any event beyond their control, including, but not limited to, a force majeure, fire, flood, epidemic or other national health emergency, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared,) or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, public health crisis, or other cause not reasonably within their control, then they shall have the right to modify, suspend, extend or terminate the Promotion. In the event that the Promotion is terminated, cancelled or postponed for any reason whatsoever, the ARV of the Prizes will be awarded to the extent required by law.

Sponsor reserves the right, at its sole and absolute discretion, to disqualify any individual who tampers in any way with any part of the Promotion and/or who submits a fraudulent entry or an entry not otherwise in accordance with these Official Rules, and to cancel, terminate, modify or suspend the Promotion or any element thereof. Sponsor also reserves the right in its sole and absolute discretion to disqualify any individual who is found to be (i) acting in violation of these Official Rules, including, but not limited to, entering or attempting to enter the Promotion through the use of any robotic or automated devices in an attempt to obtain additional entries into the Promotion; (ii) acting in an unsportsmanlike or disruptive manner, with the intent to disrupt or undermine the legitimate operation of the Promotion, or with the intent to annoy, abuse, threaten or harass any other person; or (iii) otherwise acting in violation of the Terms of Use, available at <https://www.now.gg/privacy.html>.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION, MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the Official Rules or any provision hereof.

- 11. DISPUTES, GOVERNING LAW AND JURISDICTION:** You agree that any and all disputes, claims, and causes of action arising out of or connected with this Promotion, these Official Rules or any Prize awarded shall be resolved individually, without resort to any form of class action and will be governed by and will be construed under the laws of the State of California, in Santa Clara County, California, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") as set forth in the Arbitration provision in the Sponsor's Terms of Service, available at <https://www.now.gg.com/terms-and-privacy.html>.
- 12. EXTENDED MEANINGS; CURRENCY:** Unless otherwise specified in these Official Rules, words importing the singular include the plural and vice versa and words importing gender include all genders. All dollar amounts referred to in these Official Rules are in lawful money of the United States of America.
- 13. OPT-OUT:** If you do not wish to receive any marketing emails or further notices from the Sponsor regarding future promotions or promotional offerings, please contact us via email at rewards@now.gg with the subject

heading, "Opt-Out" or send your name and address to: Now.gg, Inc., 2105 S. Bascom Avenue, #380, Campbell, California 95008, USA, Attn: Opt-Out.

- 14. OFFICIAL RULES AND WINNERS' LIST:** A Winners' List will be available upon request within thirty-five (35) days after completion of the Promotion. You may request a copy of the Winners' List by mailing a self-addressed, stamped envelope to Now.gg, Inc., 2105 S. Bascom Avenue, #380, Campbell, California 95008, USA, Attn: Now.gg Robux Jackpot Sweepstakes Winners' List. Requests must be received no later than three (3) months after the completion of the Promotion.
- 15. SPONSOR:** The Promotion is sponsored by Now.gg, Inc., 2105 S. Bascom Avenue, #380, Campbell, California 95008, USA. The Promotion is in no way sponsored, endorsed, administered by, or associated with the Social Media Group. Any and all questions, comments or complaints regarding the Promotion must be directed only to Sponsor.