

# FSL OFFICIAL CONTEST RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

Users will be able to visit the Fantasy Sneaker League Application (the “App”, “FSL”, or “Fantasy Sneaker League”) and the services, features, content, software or applications provided online and made available offline through or in connection with the service, including through a mobile device (collectively, the “Services”), and view the games available for entry (each such game, a “Contest” or “League”). Each Contest is sponsored by Colorway Inc. (“Sponsor”, “We” or “Us”). The Contest is not sponsored, endorsed, administered by, or associated with Apple Inc. or its subsidiaries or affiliates or the manufacturers or sellers of any Prizes listed as awards for a League within the App. These FSL Official Contest Rules (“Official Rules”) are supplemental terms to Sponsor’s Terms of Use.

THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET, OR WHERE THE METHODS OF ENTRY SET FORTH BELOW WOULD BE DEEMED CONSIDERATION. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS APPLY.

## ELIGIBILITY

*Age Requirement.* Subject to these Official Rules, the Contest is open to individual persons who are at least 18 years old as of the date of entry. In jurisdictions, territories, and locations where the minimum age for permissible use of the Services is greater than eighteen (18) years old, you must meet the age requirement in your local jurisdiction or territory. In the event you are under 18 years of age but 13 years of age or older, you must be either an emancipated minor, or must obtain the consent of your parent or legal guardian and such consent must be expressly provided to Colorway prior to your participation.

*Accuracy to Receive Prizes.* To be eligible to receive a Prize (as defined below), the information associated with the entrant’s account must be true and accurate. The information associated with the entrant’s account must identify the actual entrant into the Contest. In order to facilitate the delivery of a Prize (as defined below), we may attempt to contact the winner using the contact information provided during account registration. If we cannot get in contact with the winner using the user’s provided contact information, the winner may forfeit his/her Prize. It is each user’s responsibility to keep his/her Account information current. Additional information regarding Accounts is set forth in our Terms of Use.

*Geographic Restrictions.* Certain Contests are only open to residents of specific countries. Any person that enters into a Contest that he/she is not eligible to enter may not win a Prize (as defined below) in that Contest.

*Notice to all international entrants.* As stated above, it is your responsibility to comply with the contest laws of your country/jurisdiction. You acknowledge that certain countries/jurisdictions have laws regarding Contests that may prevent Sponsor from awarding you your Prize (as defined below). If you are a winner and this happens to be the case with your country/jurisdiction, you acknowledge that you may not be able to receive any Prize at all from Sponsor. By entering this Contest, you acknowledge the risks, and understand that you may win, but not be able to receive a Prize.

*Employees.* Employees, agents, and contractors (collectively, "employees") of Sponsor and its respective parents, affiliates, subsidiaries, and advertising and promotion agencies and any other entity involved in the development or administration of this Contest, and all persons residing in the same households as employees, including but not limited to immediate family members are not eligible to participate in the Contest while the employee is employed or engaged by Sponsor and for six months following the employee's last day working with or for Sponsor.

*Communications.* Entrants may, in certain circumstances, communicate with, work with, or otherwise benefit from others with whom they have a preexisting relationship while participating in a Contest. However, entrants may not communicate with, work with, or otherwise benefit from more than 25 other persons while entering a Contest if the communications between the entrant and those persons is facilitated by any technological means other than those explicitly provided by Sponsor.

We reserve the right to verify an entrant's eligibility before, during, or after the Contest.

## **CONTEST OF SKILL**

Contests offered on this Application are contests of skill. Winners are determined by the objective criteria described in the Contest deadline, these Official Rules, scoring, and any other applicable documentation associated with the Contest. From all entries received for each Contest, winners are determined by the individuals who use their skills and knowledge of relevant athletic shoe information to accumulate the most points according to the corresponding scoring rules.

## **ENTRY PERIOD**

Contest Leagues will be announced through the App periodically. You can sign up to receive notifications about upcoming Contests. Once a League has started, it cannot be joined. Sponsor reserves the right to cancel Leagues, in our sole discretion, without any restrictions.

## **HOW TO ENTER**

No purchase or payment is necessary to join and participate in a League. You may enter a League by completing the following steps:

1. Download or open the Fantasy Sneaker League Application downloaded through the Apple App Store (for iOS devices) or Google Play Store (for Android devices) on your mobile device. By downloading Fantasy Sneaker League, you agree that use of Fantasy Sneaker League is subject to Fantasy Sneaker League's Terms of Use located at [insert hyperlink] and Privacy Policy [insert hyperlink].
2. Either (a) if you already have a Fantasy Sneaker League account, log into your existing Fantasy Sneaker League account, or (b) if you do not already have a Fantasy Sneaker League account, sign up for a Fantasy Sneaker League account with verified contact information.
3. Find a League that is available for you to play and press "Join." FSL will then automatically insert you into a League with other players. Leagues will start at a given time, and you will receive a notification when the live League begins. Leagues run for the amount of time set forth at the beginning of each Contest. Leagues will be conducted under the supervision of the Sponsor.
4. The objective of each League is for each player to attempt to accumulate the highest valued collection of virtual shoes compared to other participants in that contest. Shoes are assessed value based upon publicly available sales data. In a League, virtual shoes trade according to the time limits set forth prior to the commencement of such League, customarily every one minute unless stated otherwise. You will have the given entirety of a League to "Buy" and "Sell" virtual shoes in your collection to make as much prospective profit as you can prior to the end time limit for such League. Players will be ranked according to how much virtual profit has been made in the value of the player's virtual shoe collection for that Contest against the value of the virtual collections of fellow participants in that League. The winner will be awarded the allotted Prize for the game, and if additional Prizes have been set to be awarded, subsequent players will receive said Prizes.
5. If a tie occurs, ties are broken based upon the order in which participants first joined that League.

## **CONDITIONS OF PARTICIPATION**

Sponsor is not responsible for: any incorrect, invalid or inaccurate entry information; human errors; postal delays/postage due mail; technical malfunctions; failures, including public utility, telephone, or Internet outages; omissions, interruptions, deletions or defects of any telephone system or network, computer online systems, data, computer equipment, servers, providers, or software (including but not limited to software and operating systems that do not permit an entrant to participate in a Contest), including without limitation any injury or damage to an entrant's or any other person's computer, cellular phone, smart phone, connected device, or video equipment relating to or resulting from participation in a Contest; inability to access the Fantasy Sneaker League Application; theft, tampering, destruction or unauthorized access to, or alteration of, entries and/or images of any kind; data that is processed late or incorrectly or is

incomplete or lost due to telephone, postal issues, computer or electronic malfunction, cellular data issues, traffic congestion on telephone lines or electronic transmission systems, or the Internet, or any service provider's facilities, or any other reason whatsoever; typographical, printing, or other errors, or any combination thereof.

ANY ATTEMPT BY AN ENTRANT OR OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE APPLICATION OR UNDERMINE THE LEGITIMACY OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

If for any reason a Contest is not capable of running as originally planned, or if a Contest, computer application, or website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper entry to a Contest in accordance with our Terms of Use or applicable Official Rules, or if infection by a computer virus, bug, worm, Trojan horse or similar harmful or disabling code, actions by entrants, fraud, technical failures, or any other causes of any kind, in the sole opinion of Sponsor corrupts or affects the administration, security, fairness, integrity, or proper conduct of a Contest, we reserve the right at our sole and absolute discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, extend or suspend the Contest, and select the winner(s) from all eligible entries received. If such cancellation, modification, or termination occurs, we will post a notification on the Application.

You must comply with the Rules of Conduct contained in section 5 of Fantasy Sneaker League's Terms of Use. Any entry by any user that does not comply with the Rules of Conduct, the Terms of Use, or these Official Rules will be disqualified.

Each Fantasy Sneaker League user may establish, maintain, use and control only one Account. Each Account on FSL may only be owned, maintained, used and controlled by one individual. For avoidance of doubt, users may not "co-own" accounts. In the event Sponsor determines that you have opened, maintained, used or controlled more than one account, in addition to any other rights that Sponsor may have, Sponsor reserves the right to suspend or terminate any or all of your accounts and terminate, withhold or revoke the awarding of any Prizes (as defined below).

Sponsor expressly reserves the right to disqualify any entries that it believes in good faith are generated by an automated means or scripts or that violate any of these Official Rules or the Terms of Use. Entries generated by script, macro or other automated means are void. In the event any tampering or unauthorized intervention may have occurred, Sponsor reserves the right to void suspect entries at issue. Decisions of the Sponsor are final and binding with respect to all matters related to the Contest.

## **PRIZES**

*Awarding of Prizes.* The winner of each live League will receive a prize, determined in Sponsor's sole discretion (the "Prize" or "Reward"). In no event shall the Sponsor be obligated to award any Prizes other than as specified in these Official Rules. The Sponsor does not guarantee that the Prize can be made available to the winner. The Prize is not assignable and not

transferable and no substitutions are permitted. In addition, if the Prize is unable to be fulfilled to the winner due to any applicable law, rule or regulation, or if the winner cannot claim the Prize for any reason, then Sponsor reserves the right to not award the Prize at all. The decisions of the Sponsor are final and binding in all matters relating to each Contest.

*Notification of Awards.* The winner will be notified in the Services or by email to the email address of record supplied by the participant in your member account; provided, however, that Sponsor reserves the right to determine an alternate method of notification. The League winner must claim their reward within 30 days after the date of notification of such reward. To claim your prize, you must visit “League Summary” when your League has finished, and fill in your shipping information as well as prize variants.

A winner's failure to claim their reward within the specified 30 days will be considered such Contest winner's forfeiture of the Reward and Sponsor may, at its option and sole discretion, choose not to award the Reward at all. If an entrant is found to be ineligible, Sponsor may, at its option and sole discretion, choose not to award the Reward at all.

The total of all accrued Prizes you have won may be viewed through your Fantasy Sneaker League account.

*Information Required to Receive Award.* To be eligible to receive any Prize, the Account Holder may be required to provide Sponsor with additional documentation and/or information to verify your identity and to provide proof that all eligibility requirements are met, including returning to Sponsor an Affidavit of Eligibility, Release, and Prize Acceptance Form and IRS W-9 Form. Winners shall provide us with accurate information regarding their identity and country of residence. We will only issue a Prize and any necessary accompanying tax forms to the individual identified in the account information for the winning account. We use your account information to contact and verify winners. Out of date or incorrect account information at the time you enter a Contest may disqualify you from receiving a Prize. Failure to provide valid, working contact information in connection with your account may result in termination of that Fantasy Sneaker League account and forfeiture of any Prizes awarded.

You understand that you may not be eligible to win a Prize if you are a minor due to state and local laws and regulations. In some cases, your parent or legal guardian may be able to receive the Prize on your behalf. In such instances, we may request additional information about and from the legal guardian.

You have the right to refuse to provide any and all requested documents or information; however, you acknowledge that by refusing to provide any such documents requested by Sponsor within the confines of the law, your Prize may be forfeited.

*Requirements for Monetary Awards.* If an awarded Prize is a cash/monetary Prize, payments will be made to United States residents via either physical mailed check, or electronically via PayPal. You understand that Sponsor cannot send physical checks to non-US/international winners. To receive a monetary award outside of the United States, you must have PayPal. If you cannot accept PayPal payments, you are not eligible to be awarded the Prize and the Prize

will be forfeited. All monetary Prizes are in United States Dollars. You understand that Sponsor is not responsible for any third-party fees, fluctuations in exchange rates, transaction fees, or any electronic delays that may be instituted or implemented by PayPal or any other third-party service or payment processor used by Sponsor at the time of monetary transfer. Sponsor is not responsible for monetary transfers of shipments sent to the incorrect digital or physical address if the potential winner provided such incorrect address.

Monetary Prizes are not related to winner's margin of victory. Prizes are set as fixed amounts prior to commencement of a League.

Winner hereby acknowledges, represents and warrants that winner, and anyone in winner's network, does not belong to or associate with any terrorist organization or any other organization with ill intentions or hostilities towards the United States as designated by the Secretary of State in accordance with Section 219 of the Immigration and Nationality Act (INA).

*Prize Award Limits.* Entrants are limited to winning one Prize per household for every ten (10) days on a rolling basis (the "Prize Period"). For example, if you are the Winner of a League on the first day of the month, you would not be eligible to win a prize again until the 11<sup>th</sup> day of the month. The same is true of any household members residing at your address. You and your family members are welcome to participate in Contests during the Prize Period, but if you or they win during such timeframe your Prize will be awarded to the next proximate Entrant.

*Taxes.* The winner shall be responsible and liable for all federal, state and local taxes on the value of, receipt of, and use of the Prize. Sponsor is not responsible for any COD fees, duties, tariffs, foreign taxes or international fees imposed by your country of residence. All COD fees, duties, tariffs, foreign taxes and other international fees are the responsibility of the winner.

*Other Costs and Expenses.* Incidental expenses and all other costs and expenses which are not specifically listed as part of a Prize in these Official Rules and which may be associated with the award, acceptance, receipt and use of all or any portion of the awarded Prize are solely the responsibility of the respective Prize winner. Sponsor is not responsible for any shipping fees including tariffs and taxes related to shipping. If a Prize is in and of itself, or includes, travel, you acknowledge that you must cover any and all travel, accommodation, legal, and service expenses, unless otherwise specified in the Prize description by Sponsor. If a Prize is in and of itself, or includes, travel outside of your country of residence or country of presence, you understand and expressly acknowledge that you are solely responsible for all costs and filings associated with international/cross-border travel including but not limited to: visa, visa waiver, medical exams, and other paperwork legally required for such travel.

*Damage to Prizes.* Sponsor is not responsible for any damage to Prizes en-route to participants.

## **GENERAL CONDITIONS AND RELEASES**

*Notice to all International Entrants.* It is your responsibility to comply with the contest laws of your country/jurisdiction. You acknowledge that certain countries/jurisdictions have laws regarding Contests that may prevent Sponsor from awarding you your Prize. If you are a winner

and this happens to be the case with your country/jurisdiction, you acknowledge that you may not be able to receive any reward at all from Sponsor. By entering this Contest, you acknowledge the risks, and understand that you may win but not be able to receive a Reward.

*Notice to all Entrants (including international).* By entering the Contest or accepting a Reward, you agree to conform to all federal, state and local laws and regulations. When applicable, the winner may be required to execute and return (and winning may be conditioned upon the winner executing and returning) to Sponsor, within ten (10) business days, an Affidavit of Eligibility, Release, and Prize Acceptance Form drafted by Sponsor to be eligible for the Prize. The winner may be required in Sponsor's sole discretion to complete relevant tax forms as a condition to the delivery of the applicable Prize. Winner may also be required to furnish proof of identity, address and birth date in order to receive a Prize.

*Name, Likeness, and Publicity Release.* Unless prohibited by applicable law, your acceptance of a Prize constitutes your permission to use your name, submissions, photograph, likeness, voice, address (city and state) and testimonials in all media, in perpetuity, in any manner Sponsor deems appropriate for publicity purposes without any compensation to such entrant or any review or approval rights, notifications, or permissions; and constitutes your consent to disclose your personally identifiable information to third parties (including, without limitation, placing the winner's name on a winner's list). Notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, your acceptance of a Prize constitutes your authorization to (i) have Sponsor (and its agents, consultants and employees) photograph, record, tape, film and otherwise visually and audio visually record you, (ii) have Sponsor (and its agents, consultants and employees) use, reproduce, disseminate, alter, edit, dub, modify, distort, add to, subtract from, process and otherwise exploit any results of such activity (including without limitation any manner in which such activity may be recorded or remembered or modified) or derivatives or extensions or imitations thereof in any manner that Sponsor sees fit, in any medium or technology known or hereinafter invented, throughout the universe in perpetuity, including without limitation for illustration, art, promotion, advertising, trade or any other purpose whatsoever; and (iii) have relinquished any right that you may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.

*Contest Disqualification.* An entrant or winner may be disqualified from the Contest if he or she fails to comply with any provision of these Official Rules or the Sponsor's Terms of Use, as determined in the sole discretion of the Sponsor. Sponsor, in its sole discretion, may disqualify you from a Contest, refuse to award Prizes and require the return of any Prizes, or suspend, limit, or terminate your account if you engage in conduct Sponsor deems, in its sole discretion, to be improper, unfair, fraudulent or otherwise adverse to the operation of Contests or in any way detrimental to other users. Improper conduct includes, but is not limited to: Falsifying personal information, including payment information, required to claim a Prize; violating eligible payment method terms, violating any of these Official Rules, using unauthorized methods such as unauthorized scripts or other automated means; tampering with the administration of the Contest or trying to in any way tamper with the computer programs associated with the Contests; obtaining other entrants' information and spamming other entrants; and any other form of abuse; or otherwise violating these Official Rules. You acknowledge that the forfeiture and/or return of

any Reward shall in no way prevent Sponsor from informing the relevant authorities, and/or pursuing criminal or civil proceedings in connection with such conduct.

*Disclaimers.* Participation in the Contest is at entrant's own risk. Sponsor shall not be liable for: (1) failed, returned or misdirected notifications based on inaccurate information provided by the winner in connection with an entry; (2) entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind; (3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the Contest; (4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile device related to or resulting from downloading the App or otherwise in connection with this Contest; or (5) any warranty with respect to any Prize or any component thereof.

THE CONTEST IS PROVIDED "AS IS" AND SPONSOR DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE CONTEST.

NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, SPONSOR SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS) (B) AMOUNTS IN EXCESS OF THE PRIZE FOR THE APPLICABLE CONTEST, (C) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND/OR (D) ANY MATTER BEYOND SPONSOR'S REASONABLE CONTROL.

*Indemnity and Release.* By entering the Contest, you agree to and hereby do release and hold harmless Sponsor, its respective parents, subsidiaries and affiliated entities, directors, officers, employees, attorneys, agents, and representatives (the "Released Parties") from any damage, injury, death, loss, claim, action, demand, or other liability (collectively, "Claims") that may arise from your acceptance, possession and/or use of any Prize or your participation in this Contest, or from any misuse or malfunction of any Prize awarded, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry or arise at any time thereafter, and indemnify each of the Released Parties from any damages arising therefrom.

*Bad Actors.* Any person attempting to defraud or in any way tamper with this Contest may be prosecuted to the full extent of the law.



*Sponsor's Rights.* Sponsor reserves the right to modify these Official Rules in any way or at any time. Sponsor reserves the right, in its sole discretion, to cancel or suspend any and all Contests should viruses, bugs or other causes beyond its control corrupt the administration, security or proper operation of the Contest. In the event of cancellation or suspension of a Contest, we shall promptly post a notice on the Fantasy Sneaker League App to such effect.

*Interpretation.* These Official Rules shall be governed by California law, without regard to conflicts of laws provisions. By participating in a Contest, you agree that any dispute or litigation arising from or relating to such Contest shall be determined by binding arbitration in accordance with the arbitration provisions set forth in the Terms of Use. Notwithstanding the foregoing, Sponsor may seek equitable relief in any court of competent jurisdiction. If any provision of these Official Rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these Official Rules otherwise remain in full force and effect and enforceable.

## **CONTEST SPONSOR**

Each Contest is sponsored by:

Colorway, Inc.  
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