

# CarmaCoin Official Rules

**NOTICE REGARDING DISPUTE RESOLUTION:** These official rules contain terms that govern how claims between you and Sponsor (Be Magical LLC) with address at PO Box 662, Yellow Springs OH 45387, relating to your participation in any sweepstakes, will be resolved. For example, section 13 includes an arbitration agreement and waiver of a class action that requires you to submit all claims to arbitration (instead of going to court before a judge and jury) and limits your ability to bring claims only in an individual capacity (and not as part of or on behalf of any a class action or purported collective or representative claim or proceeding). You should not enter this sweepstakes if you are not a resident of the United States at the time of the drawing.

**No purchase or payment of any kind is necessary to enter or win. A purchase or payment will not increase the chances of winning.**

Sponsor (Be Magical, LLC) is a for-profit technology, and media company that has an online sweepstakes platform. The sponsor allows almost anybody (see restrictions below) to enter a sweepstakes hosted on the Website.

To be eligible for the prizes(s) identified on webpage (each a “**Prize**”), a Participant must fully comply with the Official Rules. Entry into any giveaway constitutes Participant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters relating to the Website and any and all giveaways. Each giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. **ENTRY IN PRIOR SWEEPSTAKES DOES NOT AUTOMATICALLY ENTER PARTICIPANT INTO THIS SWEEPSTAKES.**

**PARTICIPANT MUST COMPLETE NEW REGISTRATION FOR THIS SWEEPSTAKES TO BE ELIGIBLE.**

1. **Eligibility:** Unless otherwise provided in the Rules, giveaways are only open to individuals who (i) are at least 18 years of age or older at time of entry; (ii) are NOT in one or more of the “Prohibited Persons” categories listed in Section 1(A), below; and (iii) are legal residents of the United States excluding residents of New York, Florida. Void in Puerto Rico, U.S. Territories, and where otherwise prohibited by law. Any entry submitted by any ineligible person(s) will be void.

(A) Prohibited Persons. The following individuals are not eligible to enter or win any giveaway:

(i) A Winner of a giveaway in the immediately preceding 18 months.

(ii) Employees, officers, and/or directors of Be Magical LLC.

(iii) Be Magical LLC immediate family members (meaning, spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) and/or those living in the same household as business partners (whether or not related) are not eligible to enter or win.

(iv) International winners are not eligible to win.

**2. How to Enter:** The sweepstakes will have a starting date of June 14th, 2021 at 06:00pm EST and time and ending June 18<sup>th</sup>, 2021 at 11:59:59pm EST (the “**Entry Period**”). Sponsor must receive all entries before the Entry Period end time/date to be valid. Email entries for non-holders must be received before 11:59:59 pm EST on the last day of the sweepstakes. A list of 25 potential winners will be drawn from entries live on or around June 19<sup>th</sup>, 2021.

(A) Sweepstakes: Sweepstakes will have two ways to enter:

(i) *Entries in Connection with Purchase of CarmaCoin*. Visit the Website, click “Register” from the webpage. Follow the instructions to provide your name, contact, and information. Upon Sponsor’s receipt of a purchase, an entrant will automatically receive entries and be entered for a chance to win the giveaway. Individuals receive x100 entries if they own Carmacoin and have their wallet verified by sponsor.

(ii) *Enter for Free*. To enter for free, visit the Website, enter your information in the registration form AND you must write a letter detailing what winning the car would mean to you in no less than 25 words and email to [flashgiveaway@carmacoin.co](mailto:flashgiveaway@carmacoin.co) with the subject “24-Hour Giveaway”. Letter must be received by 11:59:59 pm EST am on June 18, 2021. Individuals receive x5 entries for email entries.

(B) *Entry Limitations and Restrictions*: Only fully completed entries submitted during the Entry Period and received by Sponsor are eligible. Any incomplete, illegible, corrupted, or untimely entries are also void and ineligible to win. Proof of submission will not be deemed to be proof of receipt by Sponsor. To receive valid entries, at the time of submission, Participant must provide a valid email address for which the Participant is the authorized owner. The “authorized account holder” is the natural person assigned an email address by an internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential Winners and/or Winners (as those terms are defined below) may be required to show proof of being the authorized account holder. Any Entries connected to an invalid, non-working, or inactive email address, or linked to an authorized account holder other than Participant, are void and ineligible to win. Sponsor is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, or for other submission problems of any kind, whether caused mechanical, human or electronic, all of which are void and ineligible to win. Additionally, Sponsor is not responsible for any telephone, electronic, hardware, software, network, Internet, or computer malfunctions, failures, or difficulties. If a

Participant's donation is refunded, any entries associated with such donation will be withdrawn and not eligible to win.

(C) Entry Limit. The Entry Limit applies to all entries, regardless of the method of entry. If a Participant exceeds the Entry Limit, all Entries received over the Entry Limit (one entry per person per email address or regular address) will be void and ineligible to win.

(D) One Valid Email Address per Participant. Multiple Participants may not share the same email address. Using multiple email addresses, identities, address, logins, devices, or any other tactics used in an effort to receive entries over the sweepstakes Entry Limit, is strictly prohibited and will void **all** entries for that Participant and may result in disqualification of Participant from all sweepstakes, at Sponsor's discretion.

(E) No automated entry devices. Use, or attempted use, of any robotic, automated, programmed, mechanical, or other non-manual entry methods will void **all** entries for that Participant and will result in disqualification of the Participant from giveaway, at Sponsor's discretion. No copies, facsimiles, or other mechanical or electronic reproductions of entries will be accepted.

**3. Entry Conditions and Release:** As a condition of entering any giveaway, Participant expressly:

(A) Consents to receive information or promotional materials from Sponsor, or any of the other giveaway Partners, via email and/or mail; in accordance with our privacy policy.

(B) Represents and warrants that (s)he agrees to be bound by these Official Rules and decisions of the Sponsor, which will be binding and final in all matters relating to each giveaway;

(C) Releases the Sponsor and its partners from all liability, loss or damage or expense arising out of or in connection with participation in sweepstakes or the acceptance, use, or misuse of any prize;

(D) 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;

(E) Agrees that all claims, disputes, or causes of action arising out of or connected with any sweepstakes, or any Prizes awarded, shall be individually resolved in binding arbitration, per Section 13, without resort to any form of class or representative action;

(F) Agrees that any and all claims, judgments, and awards, if permitted to proceed, will be limited to Participant's actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs.

*NOTE #1 Some jurisdictions do not allow the limitations or exclusion of liability set forth above in Section 3. So, some of the provisions contained in this section may not apply to every Participant. Winner is void where prohibited by state or local law.*

*NOTE #2 Prize car might not pass emissions testing in certain states. Potential winner should check standards for emissions in their state before accepting the prize vehicle.*

**4. Winner Drawings:** Potential winner(s) of a giveaway (the "**Potential Winner**") will be randomly drawn from among all eligible entries received. The drawing will occur on or around the end of the Entry Period. Sponsor will conduct the drawing and awarding of the Prize. Once confirmed and verified, a giveaway winner is referred to herein as a "**Winner**." The odds of winning depend on the number of eligible entries received during the Entry Period.

**5. Prize winner notification Process:** Potential Winners will be contacted using the email address or phone number used to enter. Potential Winners must respond to the initial winner notification email or phone call within 24 hours of it being sent or some other time frame indicated in the official winner notification email. If a Potential Winner fails to respond to the notification email within the stated period, Potential Winner may be disqualified and, in such instances, will forfeit any claim to any of the Prizes(s). Potential Winners may be named, tagged, or otherwise identified on Sponsor's Website,

Sponsors other promotional materials, and/or on Sponsor's social media pages. Potential Winners can object to this by emailing [help@carmacoin.co](mailto:help@carmacoin.co). Sponsor will not provide confirmation receipt of email entries.

Prize to be fulfilled within 21 days of Winner's approval by the sponsor.

**6. Confirmation and Verification of Potential Winners:** A Potential Winner will only be confirmed as the winner eligible to receive the Prize after Sponsor has completed verification of Potential Winner's eligibility to win and confirmed Potential Winner's compliance with the terms of these Official Rules. (A verified and confirmed Potential Winner is referred to herein as a "**Winner**"). Winners must be willing and able to claim and/or accept the Prizes(s) in full in the period specified by Sponsor. Potential winners are responsible for paying the taxes on the prize and any potential costs associated with picking up the prize in Dayton, Ohio. Sponsor may at its election ship prizes to Potential winner. Potential Winners are subject to confirmation and verification by Sponsor, by whatever means Sponsor shall deem appropriate. To be verified and confirmed, a Potential Winner and the Potential Winner's guest(s), if applicable, must comply with all terms and conditions of these Official Rules and fulfill all requirements. Sponsor's decisions are final and binding in all matters related to the administration, operation, drawing, verification of the Winner, and all issues related to the giveaway.

To receive the Prize(s), and as part of the Winner confirmation and verification process, Potential Winner (and any guests of Potential Winner, to the extent that a Prizes includes participation by one or more guests) must accurately complete and timely return Sponsor's Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law), and/or any other document necessary to confirm and verify a Potential Winner's eligibility, as determined by Sponsor, in its sole discretion (collectively, the "**Winner Documentation**"). Potential Winner must fully and accurately complete Winner Documentation and timely return all such documentation by the date specified by Sponsor, or the Potential Winner may be disqualified and will forfeit any claim to any of the Prizes(s).

**7. PRIZE WINNER DISQUALIFICATION:** Reasons a Participant, Potential Winner and/or Winner may be ineligible to receive the Prizes and/or disqualified include, but are not limited to: (i) failures to meet all of the eligibility requirements stated in the Official Rules, (ii) failures to abide by these Official Rules, or other instructions of Sponsor, (iii) failure to provide valid email at the time of entry, (iv) failure to timely respond to Winner notification or any other request from Sponsor, (v) failure to timely complete the Winner Documentation and/or background check documents, (v) the provision of false, incomplete and/or misleading information to or about Sponsor or any of the other Experience Partners, (vi) the commission of any fraud or deception in connection with any Experience, use of the Website, and/or relationship with Sponsor, (vii) acting in an obnoxious, threatening, abusive, or harassing manner, at any time before or during the awarding of the Prize, in whole or in part; (viii) Winner's inability to timely accept the Prizes for any reason, including inability to travel to country where Experience will take place or Prize will be delivered and (ix) the inability of Sponsor to timely award or otherwise fulfill the Prizes, due to circumstances beyond Sponsor's reasonable control, including legal restrictions, Acts of God, natural disasters, pandemics/epidemics, terrorism, weather;(x) Potential Winner must have valid car insurance before they are eligible to receive the prize;(xi) vehicle must meet the emissions requirements of the Potential winner state of residence.

If a Potential Winner or Winner is determined to be ineligible and/or disqualified, an alternate Potential Winner may be randomly drawn from among the remaining eligible entries. Any alternate Potential Winner will be notified as per the procedures outlined in the Official Rules (time permitting). Sponsor reserves the right to modify the Winner notification and/or confirmation and verification procedures connected with the drawing of an alternate Potential Winner, if any.

If a Winner chooses to reject or otherwise forfeits some or all of the Prizes, Sponsor shall have no obligation to award the abandoned or unclaimed portion of any Prizes to an alternate winner.

**8. Prizes:** Subject to any restrictions expressly stated in the Official Rules, Winners will receive the Prizes(s) identified on Sponsor's webpage (each a "**Prize**"). The

approximate retail value of any Prize will be \$150,000.00. Winners are responsible for ensuring they timely and fully accept the Prize at the specified Prize location(s) and within the specified Prize fulfillment period and are entirely responsible for transportation of the prize vehicle and paying taxes and insurance on the vehicle.

Unless explicitly stated otherwise, all Prizes are awarded as is, without any representations or warranties, and cannot be transferred, sold, substituted, or redeemed for cash by Participant. Sponsor reserves the right to substitute a prize of comparable or greater value in Sponsor's sole discretion. Prize may be subject to availability restrictions in certain jurisdictions based on licensing, import, or distribution regulations or other legal restrictions. In such circumstances, the Winner may be required to take a cash alternative instead. Some restrictions may apply.

Unless otherwise noted in the Rules, Winners are solely responsible for all taxes, costs, and fees associated with Prize receipt, ownership, and/or use. Winners may be required to complete and return an IRS W-9 form, W8-BEN, 1099 or other applicable forms (i.e., Request for Taxpayer Identification Number and Certification).

All Winners are entitled to refuse to accept any Prize that they are eligible to receive and, in such instances, will be deemed to have forfeited the Prize. If Winner is deemed to have forfeited a Prize, in whole or in part, Winner will not be entitled to any alternate Prize or other compensation of any kind.

The Winner of the Prize vehicle is not eligible for any cash rebate programs. Sponsor will determine the interior/exterior colors of the vehicle at its sole discretion. Winner must have a valid driver's license and proof of insurance to take delivery of Prize vehicle and must take delivery of the vehicle at a location specified by Sponsor, in its sole discretion. For any Prize vehicle, neither Sponsor, other Partners, nor the vehicle manufacturer has made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact, or law, relative to the Prize vehicle, including but not limited to its quality, mechanical condition or fitness. Notwithstanding, the Prize vehicle may include the manufacturer's standard vehicle limited warranty, as stated in the vehicle's Owner's Guide. If the Prize is a lease of an automobile or other vehicle,



Winner will be responsible for complying with the standard provisions of the applicable lease and shall be responsible for excess wear/use and mileage over the miles specified in such lease at a cost per additional mile/km stated in such lease. Prize may be subject to availability restrictions in certain jurisdictions based on licensing, import, or other distribution restrictions. In such a case, the Winner may be required to take cash or other alternatives instead, even if the prize is not an automobile.

**9. Publicity:** Except where prohibited by law, acceptance of any Prize also constitutes Winner's express agreement and consent for Sponsor, and those acting under Sponsor's authority, to use Winner's 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 Winner regarding the sweepstakes, Prize, and/or any of the partners, worldwide and in-perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor (or the applicable partners), 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. Winner agrees to confirm this consent in writing if requested. Any Winner can object to such publicity by contacting Sponsor at [help@carmacoin.co](mailto:help@carmacoin.co).

**10. General Conditions:** Sponsor reserves the right to cancel, suspend, and/or modify the sweepstakes, in whole or in part, due to any fraud, bugs, virus, technical failures, changes in the law, or any other factor beyond Sponsor's reasonable control that impairs the integrity or proper functioning of a sweepstakes, as determined by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual tampering, or attempting to tamper, with the administration and/or operation of any sweepstakes, including without limitations the entry process or the Prize Winner draw process. If Sponsor determines, in its sole discretion, that the integrity or viability of the sweepstakes is compromised, Sponsor reserves the right to void any entry at issue and/or terminate the relevant portion of the sweepstakes, including the entire sweepstakes.

WARNING: PERSON WHO DELIBERATELY UNDERMINES, OR ATTEMPTS TO UNDERMINE, THE LEGITIMATE OPERATION OF THE SWEEPSTAKES WILL BE DISQUALIFIED AND MAY BE SUBJECT TO CRIMINAL AND CIVIL PROSECUTION AND PENALTIES. 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.

**11. INDEMNIFICATION:** As a condition of entry, each Participant agrees to defend, indemnify, release and hold harmless Sponsor, all other Partners, and their respective parent, subsidiary, and affiliated companies, and any other person or organization responsible for sponsoring, fulfilling, administering, advertising or promoting an sweepstakes and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "**Released Parties**") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in a giveaway, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of Prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry.

**12. Limitations of Liability:** The Released Parties are not responsible and will have no obligation or liability resulting from: (i) a Participant's entry or attempt to participate in the sweepstakes, (ii) incorrect or incomplete information, whether caused by a Participant, technical errors or by any of the equipment or programming associated with or utilized in a giveaway, (iii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iv) unauthorized human intervention in any part of the entry process; (v) entries, Prize claims or Prize notifications that are lost, late, incomplete, illegible,

unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (vi) Participants who have committed fraud or deception in entering or in a giveaway or claiming the Prize, (vii) an inability of the Winner to accept the Prize for any reason; (viii) an inability to fulfill or award a Prize due to delays or interruptions due to Acts of God, natural disasters, pandemics/epidemics, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (xi) any damages, injuries or losses of any kind caused by any Prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any Prize or resulting from participating in the sweepstakes or any promotion or Prize related activities. If for any reason, a Participant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is another entry in the sweepstakes.

**13. Binding Arbitration, NO CLASS ACTION:** Please read this section carefully. Participant understands and agrees that (s)he waives his/her right to sue or go to court to assert or defend his/her rights connected with participation in the sweepstakes.

As a condition of participation, Participant and Sponsor agree that any dispute, controversy, or claim arising out of or connected to the giveaway, including the determination of the scope or applicability of this arbitration provision, (each, a "**Claim**") shall be resolved exclusively by binding arbitration under the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("**JAMS Rules**"), using the Optional Expedited Arbitration Procedures when applicable. The JAMS Rules are available at <https://www.jamsadr.com/rules-comprehensive-arbitration/#Rule-16-1>.

PARTICIPANT AND SPONSOR ALSO AGREE THAT (A) ANY CLAIMS WILL BE RESOLVED INDIVIDUALLY, NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE, MEMBER OF, OR OTHERWISE ON BEHALF OF OTHERS IN ANY PURPOSED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING, AND NOT THROUGH ANY CLASS ACTION; (B) IF A CLAIM PROCEEDS IN COURT ANYWAY, BOTH SPONSOR AND PARTICIPANT WAIVE ANY RIGHT TO A JURY TRIAL; AND (C) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF

ANY), AND PARTICIPANT 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 4, so such language may not apply to every Participant*).

Participants may seek arbitration of a Claim by contacting Sponsor., c/o. The arbitration may be conducted via telephone, written submissions, or in-person in a mutually agreed location. The arbitrator shall be selected according to the JAMS Rules and Procedures. When practical, the arbitrator should have prior subject matter knowledge and familiarity with sweepstakes and/or fundraising laws. The arbitrator shall apply Ohio law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. The arbitrator shall provide a decision explaining his or her findings and conclusions, and the ruling may be entered in any court having jurisdiction thereof. The arbitrator's decision shall be final and binding upon the Parties.

The Parties will equally split the arbitrator's fees and expenses, and each party shall pay its costs and attorneys' fees. If the claimant can 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 deem necessary to prevent the arbitration from being cost-prohibitive. Notwithstanding, if any party prevails on a statutory claim that affords a prevailing party attorneys' fees and costs, or if there is a written agreement providing for attorneys' fees and costs, the arbitrator will award such costs and fees per the applicable statute or written agreement. The arbitrator shall resolve any dispute regarding the reasonableness of any fee or cost that may be awarded under this paragraph.

To the extent permitted by law, the existence of the arbitration, the arbitration proceedings, and the outcome of the arbitration will be treated as confidential and will not be disclosed by either party. Participant and Sponsor agree that an award, and any judgment confirming it, only applies to the arbitration in which it was awarded and cannot be used in any other proceeding except to enforce the award itself and any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or

injunctive relief shall be brought exclusively in the courts in Greene County, Ohio, or the United States District Court for the District of Ohio.

If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, 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.

Notwithstanding the foregoing, either party may seek temporary or emergency equitable relief to enforce its rights in any court of competent jurisdiction. For any Claims brought by that are not subject to arbitration, if any, Participant and Sponsor each: (i) submit that the exclusive jurisdiction and venue for any such proceeding will be the courts of competent jurisdiction sitting within Greene County, Ohio (the “**Venue**”), (ii) waive any argument that any such court does not have personal jurisdiction or that the Venue is not appropriate or convenient; and (iii) waive any and all rights to trial by jury for any Claims.

**14. Governing Law:** All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of Participants and Sponsor in connection with the sweepstakes, shall be governed by, and construed in accordance with, United States federal law and the laws of the State of Ohio, without giving effect to the conflict of laws rules thereof.

**15. Participant’s Personal Information:** Information collected from Participants is subject to the Sponsor’s Privacy Policy, available at [CarmaCoin.Co/rules](http://CarmaCoin.Co/rules).

**16. Results:** For a list of winners available after the announcement, email to [help@carmacoin.co](mailto:help@carmacoin.co) with the subject line “Winners List Request.” A list of winners will only be available for 90 days.

**17. Sponsor:**

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