

## ZERO LIMITS CHALLENGE OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

**PLEASE READ THESE OFFICIAL RULES (AS DEFINED BELOW) CAREFULLY BEFORE ENTERING THE CONTEST (AS DEFINED BELOW). BY ENTERING OR OTHERWISE PARTICIPATING IN THE CONTEST, EACH ENTRANT (“ENTRANT”, “YOU”, “YOUR” OR, AS APPLICABLE, “WINNER”) AGREES TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO SPONSOR (AS DEFINED BELOW) FROM YOU, A CLASS ACTION WAIVER AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.**

Your participation in the Contest and use of this website are each governed by the Midnight Foundation Privacy Policy and related terms and conditions (collectively, the “**Midnight Terms**”), together with the following Zero Limits Challenge Official Rules (the “**Official Rules**”), which incorporate the Midnight Terms by this reference. If any provision of the Official Rules conflicts with any provision of the Midnight Terms, then Official Rules will prevail with respect to the Contest and any prizes awarded in connection with the Contest.

**SPONSOR:** This Contest is sponsored by Midnight Foundation, a Cayman Islands exempted foundation company limited by guarantee (“**Sponsor**”).

**CONTEST DESCRIPTION:** The Zero Limits Challenge (the “**Contest**”) begins on April 14th, 2025, at 1:00 p.m. Greenwich Mean Time (“**GMT**”) and ends on May 9th, 2025, at 11:00 a.m. GMT (the “**Contest Period**”). By the end of the Contest Period, the entire winner selection will be completed from among all eligible entries received during the Contest Period to select three prize winners, as described in the Winner Selection and Notification section below. Entry in the Contest does not constitute entry into any other promotion, contest, or sweepstakes. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which will be final and binding in all respects. Certain restrictions may apply.

**CONTEST ELIGIBILITY:** The Contest is open to new and existing Discord account holders who are 18 years of age or older as of the date of entry and meet the eligibility requirements set forth in these Official Rules. All federal, state and local rules and regulations apply. Void where prohibited or restricted by law. The following parties are **NOT eligible to participate in the Contest or receive any prizes:** (a) individuals or entities located in, or holding an electronic wallet (“**wallet**”) that has transacted in, any jurisdiction that is the subject of any sanctions administered or enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control, the United Nations Security Council, the European Union, His Majesty’s Treasury’s Office of Financial Sanctions Implementation or other relevant sanctions authority; (b) residents or citizens of Singapore; or (c) individuals who are participating in the Contest as a volunteer, judge or other privileged position. The following parties are eligible to participate in the Contest but are **NOT eligible to win a prize:** Officers, directors and employees of Sponsor and its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to in this sentence collectively, the “**Promotion Entities**”), and each of their immediate family members and/or people living in the same household.

**HOW TO ENTER:** Entrants must build a decentralized application (DApp) that leverages ZK circuits to generate proofs. The final submission must be a DApp that integrates both smart contracts and a user interface to meet the challenge requirements. The DApp must:

1. Connect to a Lace Wallet: Register for a Lace wallet here: <https://www.lace.io/>.
2. Use Midnight’s Compact language to build smart contract(s) that generate zero-knowledge proofs
3. Include a UI alongside the smart contract(s): You may use any front-end framework or tech stack to build the UI.
4. Mock any assets (if any) in the DApp. Transactions must not have any real-world value.
5. Acceptable DApp types: Any DApp that uses ZK circuits.

The Contest will be held virtually on Sponsor’s Discord account, located at the following link: <https://discord.gg/midnightnetwork>. To enter the Contest, entrants must:

(a) have a valid Discord account or register for a Discord account either by following the instructions found at <https://discord.com/> to create a new account or by downloading the Discord application from the Apple App Store or the Google Play Store and following instructions to create a new account;

(b) register to participate in the Contest, whether as an individual or as a member of a team, on or before 11:59 p.m. GMT on May 5th, 2025 by completing the registration form (including providing all required information on

the form) and, if applicable, stipulating the composition of your team, located at the following link: <https://midnight.brightidea.com/>;

(c) provide to Sponsor via Google form submission (a link to which will be provided reasonably in advance of the Submission Deadline (as defined below)) a link to or a copy of the entries' DApp code repository or related files on or before 11:59 p.m. GMT on May 9th, 2025 (the "**Submission Deadline**"), and must cease material and substantive work (which includes, without limitation, adding new features) on the entries by the Submission Deadline; and

(d) present their DApp entries during a live video call (the link for which will be provided to entrants reasonably in advance of the call) held on May 16th, 2025 at 11:00 a.m. GMT (the "**Entry Presentation**") within the time allotted, which amount of time will be communicated to entrants no less than two business days in advance of the final ceremony.

**ENTRY CONDITIONS AND CODE OF CONDUCT:** Entries cannot: (a) be sexually explicit or suggestive, indecent, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any dangerous activity; (b) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group or use any obscenity; (d) contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind other than Sponsor and its products, or contain any personal identification, such as license plate numbers, personal names (other than your name), e-mail addresses or street addresses; (e) contain copyrighted materials owned by others (including but not limited to music, photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) or confidential or proprietary information or data of others, in either case without written permission and legal releases (which permission and releases must include, without limitation, the ability to grant the licenses and permissions to in these Official Rules to Sponsor), a copy of which you will provide to Sponsor upon request; (f) contain materials embodying the names, images, likenesses, photographs or other indicia identifying any person, living or dead, without written permission and legal releases (which permission and releases must include, without limitation, the ability to grant the licenses and permissions to in these Official Rules to Sponsor), a copy of which you will provide to Sponsor upon request; (g) depict, and cannot itself be in, violation of any law; (h) violate, misappropriate or otherwise infringe upon the copyrights, trademarks, rights of privacy, rights of publicity or other intellectual property or other rights of any person or entity; (i) defame, misrepresent or contain disparaging remarks about Sponsor, its affiliates or any of its or their products, or other people, products or companies or communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor associates; or (j) contain or introduce any viruses, worms, spyware, back door, time bomb, Trojan Horse, drop dead device or other malicious content or any code or instructions that permit or encourage unauthorized access to Sponsor's or any party's computers, servers, systems, equipment, machines, networking, routing equipment, peripherals and the physical and wireless connections between them all, or to disable or erase software, hardware or data in or on any of the foregoing or to perform any other similar type of function or other unauthorized function or to operate in an unauthorized manner.

By submitting an entry, you represent, warrant and covenant that: (a) your entry is your original work; (b) your participation in the Contest will not be in violation of any law or regulation; (c) you will not attempt any attacks against Sponsor's employees, users or infrastructure; (d) you will neither attempt to view, modify or damage data belonging to Sponsor or any other individual or entity nor attempt to access to the accounts and data of the foregoing; (e) publication of your participation and entry in or on any media will not violate, misappropriate or otherwise infringe on the rights of any person or entity; (f) you are the authorized account holder of the Discord account used to submit your entry; and (g) you meet the eligibility requirements set forth in these Official Rules.

Entry must be made by the entrant, whether individually or together with other individuals comprising a team. If entries are submitted by a team, then all members of the team must individually register to participate in the Contest. Entries made by any other individual, any other individual who is not a member of a pre-identified team or any entity, and/or originating at any other website or email address, including but not limited to commercial Contest subscription notifications or entering service sites, will be declared invalid and disqualified for this Contest. Tampering with the entry process or the operation of the Contest, including but not limited to the use of any device to automate the entry process or use of more than one Discord account or any other method to enter the Contest more than once is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry(ies) will be deemed ineligible. The Promotion Entities will not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of the entries in the Contest. The Promotion

Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Entries will be deemed made by the authorized account holder(s) of the Discord account used at the time of entry. In the event of a dispute, the potential winner(s) may be required to provide proof that such potential winner(s) is/are the authorized holder(s) of the identified Discord account.

Entrants must conduct themselves in a reasonable manner, maintaining a friendly and polite demeanor to the Promotion Entities, members of the press and to other entrants. Entrants must refrain from using vulgar or offensive language, including language that is profane, sexually explicit, lewd, suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group. Abusive behavior, including harassment and threats, is prohibited. Physical abuse, fighting or any threatening action or threatening language, directed at any entrant, official or any other person is prohibited. Any action designed to disrupt another entrant's ability to participate in the Contest is prohibited.

Sponsor will have the right to disqualify any entries and entrants that Sponsor has determined, in its sole and exclusive opinion, fail to adhere to these Contest Official Rules or expose Sponsor to any unacceptable degree of technical, legal or financial risks or problems or is otherwise deemed inappropriate. Sponsor's decisions are final and binding with respect to all matters relating to this Contest.

**JUDGING CRITERIA:** Eligible entries will be judged by Sponsor in its sole discretion by Sponsor employees, based on the below criteria. Equal weight will be assigned to each criterion. Entries should clearly identify and explain the contributions to each criterion.

Entries may include or be based on work you have previously worked on or completed (which may include, without limitation, open-source projects), provided that: (a) you clearly identify to Sponsor which component(s) of your entry are from pre-existing or open-source works; and (b) you acknowledge only the new functionality or features of your entry developed for the purposes of the Contest will be judged.

1. Technology (25%): Did the entrant utilize Midnight technology accurately? Did the entrant tackle a challenging technical problem? Did the entrant employ advanced programming techniques or integrate multiple components?
2. Innovation (25%): How creative is the entry? Does the entry introduce new ideas, methods or approaches to solve a problem? To what extent does the entry push the boundaries of current technologies or practices? Does it demonstrate originality and a fresh perspective?
3. Completion (25%): To what extent has the entrant delivered a functional solution within the given time frame? Does the entry achieve its intended goals and demonstrate a cohesive implementation? How well does it showcase the entrant's ability to execute and deliver a finished product?
4. Documentation (25%): Is the documentation well-written and easy to understand? Does it clearly explain the project's purpose, features, and functionality? Does it include all necessary components, such as a project overview, installation/setup instructions, a description of key technologies used, and user guidance?

**WINNER SELECTION AND NOTIFICATION:** Upon the conclusion of the Entry Presentations for all entries, three winners (whether as an individual entrant or a team entrant) will have been selected based on the above judging criteria. If a team entrant wins a prize, then that team is solely responsible for allocating the prize among all members of the team. Winners will be contacted via the personal email address submitted at the time of registration on or before 11:59 pm GMT on May 23, 2025. Entrants may not win more than one prize throughout the Contest Period.

**PRIZES/ODDS:** All prizes will be paid in ada cryptocurrency ("ada"). The prize levels, number of prizes in each level and values of each prize are below. The amount of ada awarded, equating to the below values, will be based on the value of ada as of the date the prize is issued.

1. One first-place prize of ada equating to a value of \$4,000 USD.
2. One second-place prize of ada equating to a value of \$2,000 USD.
3. One third-place prize of ada equating to a value of \$1,000 USD.

The total value of all prizes is ada equating to \$7,000 USD. This total value represents Sponsor's good faith determination of the actual fair market value and, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. If a stated value is more than the actual fair market value, the difference will not be awarded in cash or otherwise.

Actual odds of winning depend on the number of entries received by the Submission Deadline.

**VERIFICATION OF POTENTIAL WINNER:** To receive a prize, each winner must be verified by Sponsor by completing all the following requirements: (a) Providing your legal name, physical address and other identification verification information or

documentation as requested by Sponsor; (b) providing all necessary tax-related information which may include, without limitation, a completed W9 (for a U.S.-based reward recipient) or a W-8Ben (for a non U.S.-based reward recipient); (c) having a Cardano-compatible wallet to accept a prize (a list of Cardano-compatible wallets is found here: <https://www.essentialcardano.io/article/wallets>); (d) confirming to Sponsor (via the following email address: [support@midnight.network](mailto:support@midnight.network)) the receipt of a small test amount of ada to verify the authenticity of your wallet; (e) executing an Affidavit of Eligibility, a Liability Release and (where imposing such condition is legal) a Publicity Release; and (f) providing all other information and documentation requested by Sponsor.

If any winner is found to be ineligible to participate in the Contest, has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such winner will be disqualified and an alternate winner may be selected by Sponsor. Subject to winners completing all required verification requirements described above by May 23, 2025, Sponsor will issue the prize to a Cardano-compatible wallet designated by the winner(s). If a winner does not successfully complete the above requirements by May 23, 2025, then the applicable prize will be forfeited.

Sponsor's decisions are final and binding in all matters relating to the administration, operation, selection of the winners and all other matters related to the Contest. An entrant is not a winner of any prize unless and until the entrant's eligibility and compliance with these Official Rules has been verified by Sponsor, in its sole discretion, and the entrant has been notified that verification is complete.

**GENERAL PRIZE CONDITIONS:** Prizes will be awarded only if a winner fully complies with these Official Rules. All portions of the prize are non-assignable and non-transferable. Any prizes pictured in online and print advertising, promotional packaging and other Contest materials are for illustrative purposes only. All details and other restrictions of the prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. The prize winner(s) shall be solely responsible for all federal, state and local taxes, and the reporting consequences thereof, and for any transaction fees, currency exchange fees or other fees or costs associated with claiming and accepting the applicable prize. The Promotion Entities make no warranties, and disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE FOREGOING, SUCH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PROMOTION ENTITIES DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**PRIVACY:** To participate in the Contest and/or receive prizes, entrants and winners (as applicable) will be required to supply certain information about themselves on the Contest application entry page and the Contest winner verification page. Sponsor has specified on these pages what information is mandatory to participate in the Contest. This information will be used by Sponsor for the purposes of administering the Contest, and may be shared with its affiliates, subsidiaries, advertising, promotion and fulfillment agencies, legal advisors and service providers. Except as otherwise contemplated in these Official Rules, and to the extent entrants or winners may otherwise elect at the time of entry or winner verification, personal information collected in connection with the Contest will be used in accordance with Sponsor's Privacy Policy, located here: <https://midnight.network/static/privacy-policy.pdf>

**PUBLICITY RELEASE:** Except where prohibited or restricted by law, your participation in the Contest and, if applicable, your acceptance of any portion of a prize, constitutes the your agreement, permission and consent for the Promotion Entities and any of their designees to use, publish, copy, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse and adapt, in their sole discretion, any or all portions of the details of your entry and participation, your full name, city and province or territory of residence, biographical information, photographs or other likenesses, pictures, portraits, video, voice, testimonials and statements made by you regarding the Contest, the prizes or otherwise, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, publicity, trade and promotion on behalf of the Promotion Entities, 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 (including, without limitation, the Promotion Entities' website(s) or other social media pages and/or on certain third-party websites), without further limitation, restriction, compensation, notice, review or approval.

**ASSUMPTION OF RISKS RELATED TO CRYPTOCURRENCIES AND BLOCKCHAIN:**

You acknowledge and agree that any ada sent to you is intended to be characterized as currency payments and not as securities under applicable law, and that digital currencies, such as ada, may possess unique legal, tax and market risks when compared to traditional fiat currencies. You further acknowledge and agree that there are risks associated with using cryptocurrency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction and the risk that third parties may obtain unauthorized access to information stored within an

individual's wallet. The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the potential utility or value of the ada. ANY PRIZE YOU WIN, OR ANY TRANSFER OF A PRIZE YOU MAKE, ACCEPT OR FACILITATE, WHETHER INSIDE OR OUTSIDE OF THIS CONTEST, WILL BE ENTIRELY AT YOUR RISK. SPONSOR DOES NOT CONTROL OR ENDORSE TRANSFERS OF ADA.

IF YOU ARE A CONTEST WINNER, YOU ACCEPT AND ACKNOWLEDGE THAT THE PROMOTION ENTITIES WILL NOT BE RESPONSIBLE FOR ANY COMMUNICATION FAILURES, DISRUPTIONS, ERRORS, DISTORTIONS OR DELAYS YOU MAY EXPERIENCE WHEN USING YOUR WALLET. THE PROMOTION ENTITIES ARE NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF ANY WALLET, INCLUDING, BUT NOT LIMITED TO, LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE WALLET, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT. THE PROMOTION ENTITIES WILL NOT BE RESPONSIBLE OR LIABLE TO ANY WINNER FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF YOUR WALLET, INCLUDING, BUT NOT LIMITED TO, ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; OR (D) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, VIRUSES, PHISHING, BRUTE-FORCING OR OTHER MEANS OF ATTACK AGAINST ANY WALLET.

**GENERAL LIABILITY RELEASE:** Entrants agree that the Promotion Entities: (a) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and use or misuse of any prize; and (b) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. The Promotion Entities assume no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the websites necessary to participate in the Contest and/or to accept a prize (collectively, "**Website**"), or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, the Promotion Entities are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites or other connections; or for miscommunications, failed, jumbled, scrambled, delayed or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and the Promotion Entities reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend or terminate the Contest, without prior notice, if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received relative to the prizes to be awarded or Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated in these Official Rules by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, 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, public health crisis, order of any court or jurisdiction or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by an authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules

will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Each entrant will indemnify and hold harmless the Promotion Entities from any claims arising out of or relating to any breach of these Official Rules.

**SOCIAL MEDIA DISCLOSURE:** This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, TikTok, Reddit, Instagram, X (formerly known as Twitter), YouTube, Google or any other social media or similar platform where this Contest may be promoted, advertised or otherwise used to disseminate information relating to the Contest. You understand that all information is being provided to Sponsor and not to Facebook, TikTok, Reddit, Instagram, X (formerly known as Twitter), YouTube, Google or any other social media where this Contest may be promoted, advertised or otherwise used to disseminate information relating to the Contest. The Promotion Entities are not responsible for practices, terms or actions taken by any of these or other social media and web services sites. You understand that you are required to comply with terms and conditions of those social media platforms.

**GOVERNING LAW & JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. Except with respect to Arbitration Claims (as defined below), the parties: (a) irrevocably submit to the exclusive jurisdiction of the federal or state courts located in New York County in any action, suit or proceeding arising out of or relating to the Contest or these Official Rules, and irrevocably agree that venue shall lie exclusively in such courts; and (b) hereby waive any objection based on lack of personal jurisdiction or inconvenient forum.

**ARBITRATION PROVISION:** By participating in this Contest, each entrant agrees: (a) that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (i) the Contest, (ii) the awarding or redemption of any prize or (iii) the determination of the scope or applicability of this agreement to arbitrate ((a)(i)–(iii) collectively, the “**Arbitration Claims**”), will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (b) the arbitration shall be held in New York, New York and conducted in English; (c) the arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Contest; (d) the arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (e) there will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only entrant’s and the Promotion Entities’ individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (f) the arbitrator will not have the power to award punitive damages against the entrant or the Promotion Entities; (g) if the administrative fees and deposits that must be paid to initiate arbitration against a Promotion Entity exceed \$125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, then the applicable Promotion Entity agrees to pay them or forward them on entrant’s behalf, subject to ultimate allocation by the arbitrator; (h) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, then the applicable Promotion Entity will pay as much of entrant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (i) with the exception of subpart (e) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (e) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision will be null and void, and neither entrant nor the Promotion Entities will be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

**WINNER’S LIST/OFFICIAL RULES:** To obtain a copy of the winners list, send a request directly to [support@midnight.network](mailto:support@midnight.network). The Official Rules will be posted at <https://midnight.brightidea.com/> during the Contest Period.