

FULL GAME AHEAD / LAGOON SOFTWARE TERMS OF SERVICE

Last updated: January 27th, 2023

IMPORTANT - READ CAREFULLY

1. GENERAL TERMS OF USE

- 1.1. Your Agreement to These Terms of Service. These Terms of Service ("Terms") govern your use of all videogames, websites, smart phone applications, Facebook® applications, services, forums and/or internal messaging systems (collectively, the "Services") created, licensed, promoted or offered by Full Game Ahead or Lagoon Software (collectively "FGA"). Your use of the Services constitutes your acceptance of these Terms. If you do not agree to the Terms, you may not use the Services. The terms "you," "your," and "yours" refer to you, the visitor to or user of the Services. The terms "we," "us," and "our" refer to FGA.
- 1.2. <u>Updates to the Terms of Service</u>. We have the right to update and/or change these Terms without prior notice. When we do, we will revise the "last updated" date at the top of these Terms. You should check these Terms frequently to see recent changes. You agree that your continued use of the Services after such changes have been published to the Services shall constitute your acceptance of such revised Terms. This version of these Terms shall supersede all earlier versions.
- 1.3. <u>Your License to Use the Services</u>. Subject to these Terms, FGA grants you a non-exclusive, limited, revocable, non-transferable,

license to use the Services, including the products, applications, content and material thereof, for your personal, non-commercial use. The Services and their content may not be reproduced, duplicated, copied, resold, sublicensed, or otherwise used in whole or in part by you for commercial purposes. You may not modify, translate, reverse-engineer, reverse-compile or decompile, disassemble or create derivative works from any of the Services or their content. We reserve the right discontinue the Services or to change the content of the Services in any way and at any time, with or without notice to you, without liability.

- 1.4. You Must Be Thirteen Years Old to use the Services. You must be at least thirteen years old to use the Services. If you are not at least thirteen (13) years old, you are not allowed to use the Services. By accessing the Services, you represent that you are at least thirteen (13) years old.
- 1.5. <u>Compliance with other Terms of Services</u>. If you access the Services through a social networking service ("SNS"), such as Facebook®, you shall comply with the terms of service of the SNS as well as these Terms. Your violation of the terms of service of any applicable SNS shall constitute a violation of these Terms.

2. ACCESS TO THE SERVICES

- 2.1. Registering to Use the Services. Before accessing or using the Services, you may be required to create an account with FGA ("Account") or have a valid SNS account through which you connect to the Services ("SNS Account"). You agree to provide true, accurate and complete information about yourself ("Account Information") when creating the Account or, in the case of an SNS Account, you agree that the Account Information contained in your SNS Account is true, accurate and correct. You agree to update the Account Information contained in your Account and/or SNS Account so that it is true, accurate and complete whenever you are using the Services.
- 2.2. <u>Multiple Accounts</u>. You may not have more than one Account or more than one SNS Account on any single SNS at any given time. You shall not create an Account or SNS Account using a false identity or information or on behalf of someone other than yourself. In the event of a dispute as to any Account or SNS Account, we will consider the Authorized Account Holder of the email address used to register to be the owner and responsible party for the Account

or SNS Account. 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.

2.3. <u>Termination of Your Access to the Services</u>. You are solely and entirely responsible for all activities that occur under your Account or SNS Account. We reserve the right to terminate your access to the Services and/or your Account for any reason, including if we have reasonable grounds to suspect that you have failed to comply with these Terms.

2.4. <u>Preservation of game data.</u>

In accordance with our privacy policy and the provisions of the General Data Protection Rules: The main data of your player's account and your personal data are kept for 10 years following your date of last account update. Your current game data are destroyed 45 days (forty-five days) after your last played game. Your personal Facebook data are destroyed immediately at the end of each game session.

3. IN-GAME VIRTUAL CURRENCY AND VIRTUAL ITEMS

- 3.1. <u>Virtual Items</u>. The Services may include an opportunity for you to earn, buy or use in-game items such as "pearls," "energy," "sublives," "gems," or "points" ("Virtual Items"). In some circumstances, you may pay money to obtain Virtual Items. Virtual Items are not real money and do not have monetary value.
- 3.2. Restrictions on Virtual Items. Virtual Items obtained via the Services are provided to you under a limited, personal, revocable, non-transferable, non-sublicenseable license to use within the Services. You have no property interest, right or title in or to any such Virtual Items. You shall not rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account, SNS Account or any Virtual Items to anyone without FGA's written permission.
- 3.3. <u>Forfeiture of Virtual Items</u>. Virtual Items are forfeited if we, in our sole discretion, terminate your Account or access to the Services or discontinue availability of any of the Services. Virtual Items are forfeited if you disconnect your SNS Account from the Services.

3.4. Purchasing Virtual Items. Price and availability of Virtual Items are determined by FGA in its sole discretion and are subject to change without notice. We reserve the right, without prior notification, to limit the order quantity on any Virtual Items and/or to refuse to provide you with any Virtual Items. We generally deliver Virtual Items to your Account or SNS Account within ten (10) minutes after you purchase them. If Virtual Items have not been properly delivered to your Account or SNS Account, please contact our customer service department using the internal messaging system within any of our games for a full refund of any Virtual Items that were not delivered. There are no refunds after Virtual Items are delivered. You agree that all sales of Virtual Items are final.

4. ONLINE CONTENT AND CONDUCT

- 4.1. <u>Communication Channels</u>. The Services may include opportunities to communicate on online forums, internal messaging, the Coin Pusher Facebook® page, the Prize Fiesta Facebook® page, the Prize Blast Facebook® page and/or in-app forums ("Communication Channels"). To access one of our Communication Channels, you must register for an Account with FGA or access the Services via a SNS Account.
- 4.2. User Content. Communication Channels may allow you to transmit writings, photos, graphics, comments, suggestions, files, links or other materials (collectively "User Content"). You shall not use any Communication Channels to transmit or publish any User Content that: (1) you do not have the right to use or which violates a third party's rights, including without limitation any privacy, publicity or intellectual property rights; (2) is unlawful, untrue, defamatory, abusive, tortious, threatening, harmful, obscene, indecent, advertising firearms or illegal drugs, homophobic, antisemitic or christianophobic, racist or pornographic; (3) would constitute or encourage a criminal offense; (4) contains any viruses, worms or similar software; (5) is harassing to other users or us; and/or (6) is otherwise objectionable to us in our sole discretion. You agree not to submit or distribute User Content that includes personal information about another person without that person's consent. You agree not to impersonate nor falsely state or represent your identity in any Communication Channel.
- 4.3. <u>Viewing or Receiving User Content</u>. You agree that by using the Communication Channels and/or Services you may be exposed to User Content that is indecent, explicit, and/or offensive. You bear all

risks associated with use of the Communication Channels and Services. You agree that by using the Communication Channels and Services and/or applications that under no circumstances will we be liable in any way for any damage or loss of any kind incurred as a result of User Content.

- 4.4. <u>Non-Commercial Use of the Communication Channels</u>. You many only use the Communication Channels in a noncommercial manner. You shall not distribute or otherwise publish on any Communication Channel any material containing any solicitation, promotion or advertising for goods or services.
- 4.5. Other Restrictions on Communication Channels. You agree not to use any data mining tools or automation tools such as spiders, crawlers, scripts, bots, or any automated method of recording information in any Communication Channel. You agree not to engage in or facilitate the transmission of unsolicited mass mailing or "spamming" using any Communication Channel. You agree not to collect personal information about others using any Communication Channel.
- 4.6. <u>Grant of License to FGA</u>. By transmitting User Content via any Communication Channel, you grant and/or warrant that all owners of any such User Content have expressly granted to FGA a fully paid, royalty-free, non-exclusive, irrevocable, worldwide, unconditional, perpetual, right and license to use, reproduce, modify, publish, and distribute all such User Content and/or to incorporate such materials in other works in any form, media, technology now known or later developed.
- 4.7. <u>Monitoring Communication Channels</u>. We shall have the right, but not the responsibility, in our sole discretion, to monitor and/or remove any User Content transmitted by you via the Communication Channels that we believe to be harmful or offensive, or to otherwise violate these Terms or any other terms and conditions which we may institute from time to time.
- 4.8. <u>We Do Not Endorse User Content</u>. Any opinions, advice, statements, services, offers or other information or content expressed or made available by third parties in the Communication Channels are those of the respective author(s) or distributor(s) and not of FGA.
- 4.9. <u>Cheating</u>. Do not cheat when using any of the Services. Cheating is a violation of these Terms. If you use or attempt to use any cheat engine, software, device or process to tamper with or affect the operation of any of the Services or to gain an unfair advantage or

by taking advantage of a breach over us or any other user of the Services, your account will be immediately closed. Any attempt to deliberately damage or undermine the legitimate operation of the Services is a violation of criminal and civil laws. Should such an attempt be made, we will seek damages or other remedies from any person engaging in such conduct.

5. FGA LOYALTY PROGRAMS FOR GOOGLE® PLAY APPS

FGA offers loyalty programs ("Loyalty Programs") for users of its Prize Fiesta and Prize Blast games that play the games using the Prize Fiesta and Prize Blast applications downloaded from the Google® Play Store. Loyalty Programs are not available for users of the Prize Fiesta or Prize Blast applications downloaded from the Apple® App Store. The Loyalty Programs are subject to the following terms and conditions.

- 5.1. Overview. The Loyalty Programs allow users of the Prize Fiesta and Prize Blast games to receive rewards for using the games. The Loyalty Programs give users the opportunity to accumulate reward points for performing certain actions in the Prize Blast and Prize Fiesta games and for time spent playing the games. Users may exchange reward points for rewards provided they comply with the rules and requirements set out in these Terms. REWARD POINTS ARE NOT AWARDED BASED ON SKILL OR CHANCE. NEITHER THE DOLLARS IN A USER'S IN-GAME "PIGGY BANK" NOR A USER'S IN-GAME SCORES AFFECT A USER'S ABILITY TO RECEIVE REWARDS. USERS DO NOT NEED TO UNLOCK THE PRIZE CAVERN OR USE THE VIRTUAL MONEY IN THEIR PIGGYBANK TO CLAIM REWARDS; REWARD POINTS ARE THE ONLY UNIT WHICH CAN BE EXCHANGED TO CLAIM REWARDS. PLEASE BE ADVISED THAT THE LOYALTY PROGRAMS SET FORTH IN THIS AGREEMENT ARE BASED UPON FIXED RATIOS OUTLINED IN THE SECTION 5.3 FOR THE PRIZE FIESTA GAME AND IN THE SECTION 5.4 FOR THE PRIZE BLAST GAME. PLEASE READ THESE TERMS CAREFULLY.
- 5.2. <u>Eligibility.</u> Users that do not meet the eligibility requirements stated in these Terms are not eligible to receive a reward. The Loyalty Programs are open to legal residents of, who reside within, ALABAMA, ALASKA, ARIZONA, ARKANSAS, CALIFORNIA, COLORADO, CONNECTICUT, DELAWARE, DISTRICT OF COLUMBIA, GEORGIA, HAWAII, IDAHO, ILLINOIS, INDIANA, IOWA, KANSAS, KENTUCKY, LOUISIANA, MAINE, MARYLAND,

MASSACHUSETTS, MICHIGAN, MINNESOTA, MISSISSIPPI, MISSOURI, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NEW JERSEY, NEW MEXICO, NORTH CAROLINA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, PENNSYLVANIA, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, TEXAS, UTAH, VERMONT, VIRGINIA, WASHINGTON, **WEST** VIRGINIA, WISCONSIN, WYOMING, ALBANIA, ALGERIA, AMERICAN SAMOA, ANDORRA, ANGOLA, ANGUILLA, ANTIGUA AND BARBUDA, ARGENTINA, ARMENIA, ARUBA, AUSTRALIA, AZERBAIJAN, BAHAMAS, BAHRAIN, BANGLADESH, BARBADOS, BELARUS, BELGIUM, BERMUDA, BOLIVIA, **BOSNIA** AND HERZEGOVINA, BRAZIL, BRUNEI DARUSSALAM, CAMBODIA, CANADA, CAPE VERDE, CAYMAN ISLANDS, CHILE, COLOMBIA, COOK ISLANDS, COSTA RICA, CROATIA, CYPRUS, CZECH REPUBLIC, DENMARK, DOMINICAN REPUBLIC, ECUADOR, EGYPT, ESTONIA, FIJI, FINLAND, FRANCE, FRENCH GUIANA, **FRENCH** FRENCH POLYNESIA, SOUTHERN TERRITORIES, GEORGIA, GERMANY, GHANA, GIBRALTAR, GREECE, GRENADA, GUADELOUPE, GUAM, GUATEMALA, HOLY SEE VATICAN CITY STATE, HUNGARY, ICELAND, INDIA, INDONESIA, IRELAND, ITALY, JAMAICA, JORDAN, KAZAKHSTAN, KENYA, KUWAIT, LATVIA, LEBANON, LIECHTENSTEIN, LITHUANIA, LUXEMBOURG, MACAO, MACEDONIA, MADAGASCAR, MALAYSIA, MALDIVES, MALTA, MARTINIQUE, MAYOTTE, MEXICO, MICRONESIA, MOLDOVA, MONTENEGRO, MOROCCO, MONACO, MOZAMBIQUE, MYANMAR, NAMIBIA, NETHERLANDS, NETHERLANDS ANTILLES, NEW CALEDONIA, NEW ZEALAND, NICARAGUA, NORWAY, PAKISTAN, PALAU, PANAMA, PAPUA NEW GUINEA, PARAGUAY, PERU, PHILIPPINES, POLAND, PORTUGAL, QATAR, REUNION ISLAND, ROMANIA, RUSSIAN FEDERATION, SAINT LUCIA, SAINT PIERRE AND MIQUELON, SAINT VINCENT AND THE GRENADINES, SAMOA, SAN MARINO, SAUDI ARABIA, SERBIA, SEYCHELLES, SINGAPORE, SLOVAKIA, SLOVENIA, SOUTH AFRICA, SPAIN, SRI SWAZILAND, SWEDEN, SWITZERLAND, PROVINCE OF CHINA, THAILAND, TRINIDAD AND TOBAGO, TUNISIA, TURKEY, UKRAINE, UNITED ARAB EMIRATES, UNITED KINGDOM, URUGUAY, VANUATU, VIETNAM, BRITISH VIRGIN ISLANDS, OR WALLIS AND FUTUNA.

Users must be at least eighteen (18) years of age or the age of majority in their place of residence, whichever is greater, to receive a reward. Only users of the Prize Fiesta and Prize Blast games downloaded from the Google® Play Store are eligible to participate. Users of the Prize Fiesta or Prize Blast applications that were downloaded from the Apple® App Store are not eligible to participate or receive a reward.

5.3. The **Prize Fiesta** Loyalty Program.

- 5.3.1. Earning reward points in the Prize Fiesta loyalty program. Users can use only one account to accumulate reward points and can earn reward points by performing any of the following actions in the Prize Fiesta game. NONE OF THESE ACTIONS TAKEN WITHIN THE PRIZE FIESTA GAME ARE AFFECTED BY, NOR RELATED TO, USERS' PERFORMANCE OR RANDOM OUTCOMES; PLEASE READ THIS SECTION CAREFULLY:
- Users earn one million seven hundred fifty thousand (1,750,000) reward points by playing their first game until the end. The points are delivered when users win or lose this first game.
- Users earn one hundred thousand (100,000) reward points when logging into the game: this action consists of launching the game and waiting for the app to display the main interface. Users are limited to receiving these reward points once per day, a day starting at 6:00AM CET.
- Users earn three thousand eight hundred (3,800) reward points by playing any game until the end. The points are delivered when users win or lose a game. Users are limited to receiving these reward points once every forty-five (45) minutes.
- Users earn reward points for any in-app purchases completed within the game. Twenty-five thousand (25,000) reward points are awarded for each US cent (\$ 0.01) (or the equivalent in any other currency) received by FGA for in-app purchases, net of commissions paid to the Google® Play Store. Users do not earn reward points for money spent on any taxes, including any value added tax.
- Users earn three million (3,000,000) points for completing their social profile for the first time within the app. This action consists of providing a nickname and a profile picture to the app in compliance with Section 4.2 above.
- Users earn three million (3,000,000) points for validating their email address for the first time. This action consists of providing their address in the profile section and clicking on the confirmatory link in the email they will receive at the email address they provided.
- Users earn twenty-two thousand five hundred (22,500) points for watching any Rewarded Video within the game in full. A "Rewarded Video" is an in-game video that gives users additional virtual currency.

Users are limited to receiving these reward points once every two (2) hours.

- Users earn ten thousand (10,000) points for watching any non-Rewarded Video within the game in full. Users are limited to receiving these reward points once every two (2) hours.

5.3.2. Rewards for the Prize Fiesta loyalty program. Users can redeem their reward points at any time for any of the rewards shown in the table below.

Reward no.	Descriptive reward name	ARV**		Reward points required
1	Smart watch	\$	90.00	522,000,000
2	Smart Speaker	\$	120.00	1,044,000,000
3	Premium Bluetooth Speaker	\$	260.00	3,016,000,000
4	Xbox one S	\$	300.00	3,480,000,000
5	Ipad	\$	330.00	2,871,000,000
6	Nintendo Switch	\$	340.00	2,958,000,000
7	40 inch TV	\$	350.00	3,045,000,000
8	Sony Play Station 4	\$	400.00	6,960,000,000
9	Drone	\$	440.00	3,828,000,000
10	I Roomba vacuum cleaner robot	\$	500.00	4,350,000,000
11	High-end electric scooter	\$	550.00	4,785,000,000
12	Samsung S20 FE smartphone	\$	560.00	4,872,000,000
13	HD Projector	\$	700.00	6,090,000,000
14	lphone 13	\$	800.00	6,960,000,000
15	Touchscreen Backlit Keyboard Laptop	\$	1,000.00	11,600,000,000
16	Iphone 13 pro	\$	1,050.00	9,135,000,000
17	Smart Cooking Chef machine	\$	1,200.00	10,440,000,000
18	Microsoft surface pro	\$	1,800.00	15,660,000,000
19	Curved TV	\$	3,000.00	26,100,000,000
20	Mac Book pro	\$	3,200.00	27,840,000,000
21	Ford Fiesta	\$1	5,000.00	130,500,000,000

^{**} Approximate Retail Value in United States Dollars.

5.4. The Prize Blast Loyalty Program.

5.4.1. <u>Earning reward points in the Prize Blast loyalty program.</u>
Users can use only one account to accumulate reward points and

can earn reward points by performing any of the following actions in the Prize Blast game. NONE OF THESE ACTIONS TAKEN WITHIN THE PRISE BLAST GAME ARE AFFECTED BY, NOR RELATED TO, USERS' PERFORMANCE OR RANDOM OUTCOMES; PLEASE READ THIS SECTION CAREFULLY:

- Users earn one million seven hundred fifty thousand (1,750,000) reward points by playing their first game until the end. The points are delivered when users win or lose this first game.
- Users earn one hundred thousand (100,000) reward points when logging into the game: this action consists of launching the game and waiting for the app to display the main interface. Users are limited to receiving these reward points once per day, a day starting at 6:00AM CET.
- Users earn three thousand eight hundred (3,800) reward points by playing any game until the end. The points are delivered when users win or lose a game. Users are limited to receiving these reward points once every forty-five (45) minutes.
- Users earn reward points for any in-app purchases completed within the game. Twenty-five thousand (25,000) reward points are awarded for each US cent (\$ 0.01) (or the equivalent in any other currency) received by FGA for in-app purchases, net of commissions paid to the Google® Play Store. Users do not earn reward points for money spent on any taxes, including any value added tax.
- Users earn three million (3,000,000) points for completing their social profile for the first time within the app. This action consists of providing a nickname and a profile picture to the app in compliance with Section 4.2 above.
- Users earn three million (3,000,000) points for validating their email address for the first time. This action consists of providing their address in the profile section and clicking on the confirmatory link in the email they will receive at the email address they provided.
- Users earn twenty-two thousand five hundred (22,500) points for watching any Rewarded Video within the game in full. A "Rewarded Video" is an in-game video that gives users additional virtual currency. Users are limited to receiving these reward points once every two (2) hours.

- Users earn ten thousand (10,000) points for watching any non-Rewarded Video within the game in full. Users are limited to receiving these reward points once every two (2) hours.

5.4.2. Rewards for the Prize Blast loyalty program. Users can redeem their reward points at any time for any of the rewards shown in the table below.

Reward no.	Descriptive reward name		ARV**	Reward points required
1	Smart watch	\$	90.00	522,000,000
2	Fujifilm Instax Mini 11	\$	110.00	957,000,000
3	Smart Speaker	\$	120.00	1,044,000,000
4	Premium Bluetooth Speaker	\$	260.00	3,016,000,000
5	Oculus Quest 2 128Go	\$	300.00	2,610,000,000
6	Nespresso Vertuo	\$	300.00	2,610,000,000
7	3D Printer	\$	300.00	2,610,000,000
8	lpad	\$	330.00	2,871,000,000
9	Nintendo Switch	\$	340.00	2,958,000,000
10	40 inch TV	\$	350.00	3,045,000,000
11	Sony Play Station 5	\$	400.00	6,960,000,000
12	Drone	\$	440.00	3,828,000,000
13	Xbox serie X	\$	460.00	8,004,000,000
14	I Roomba vacuum cleaner robot	\$	500.00	4,350,000,000
15	High-end electric scooter	\$	550.00	4,785,000,000
16	Samsung S20 FE smartphone	\$	560.00	4,872,000,000
17	Dyson Vaccum	\$	580.00	5,046,000,000
18	HD Projector	\$	700.00	6,090,000,000
19	Iphone 13	\$	800.00	6,960,000,000
20	Touchscreen Backlit Keyboard Laptop	\$	1,000.00	11,600,000,000
21	Samsung Galaxy Z Flip 3 5G Unlocked	\$	1,050.00	9,135,000,000
22	Curved TV	\$	3,000.00	26,100,000,000
23	Mac Book pro	\$	3,200.00	27,840,000,000
24	Ford Fiesta	\$1	5,000.00	130,500,000,000

^{**} Approximate Retail Value is stated in United States Dollars.

5.5. <u>Additional Rules and Limitations for the Loyalty Programs.</u>

- 5.5.1. Checking the points balance. Users can view the number of reward points they have accumulated at any time. To view a user's reward points, send a request to FGA customer service using the in-app messaging system and include your user's public player number. A user's public player number is accessed in the "settings" area, accessible from the main menu of the Prize Fiesta and Prize Blast apps.
- 5.5.2. Redeeming reward points. Users can redeem their reward points at any time. To claim a reward, users must have accumulated the number of reward points required for the corresponding reward, as shown in the tables above. To request an exchange of reward points for a reward, users:

Use the prize cavern and in-game "bottles" in Prize Blast or "Prize points" in Prize Fiesta to select the reward they want. The number of bottles and Prize points needed is recalculated in real time by our algorithm to accurately match the necessary reward points and the missing "bottles" in Prize Blast or "Prize points" in Prize Fiesta needed to claim the reward they've unlocked. After each reward redemption, the corresponding reward points are deducted from the user's reward point account. IF YOU HAVE ENOUGH REWARD POINTS TO CLAIM A REWARD BUT FIND YOURSELF UNABLE TO DO SO USING THE ABOVE PROCESS, THEN PLEASE CONTACT OUR CUSTOMER SERVICE TEAM USING THE IN-APP MESSAGING SERVICE. OUR TEAM WILL BE ABLE TO MANUALLY TRIGGER THE DELIVERY PROCESS OF YOUR REWARD, SO LONG AS IT IS IN ACCORDANCE WITH THE TERMS AND CONDITIONS PROVIDED IN THESE RULES.

5.5.3. To receive a reward, users must provide FGA Shipping. with a valid mailing address, email address, phone number and other contact information reasonably requested by FGA. Users must electronically sign the document ("affidavit of eligibility/compliance & liability/publicity release") provided by FGA and provide a copy of their photo identification with address or a photo identification and a proof of address indicating their current address (for example, a scan or picture of a utility bill) ("Supporting Documents"). FGA reserves the right, in its sole discretion, to cancel the delivery in the event that: (a) the user is unreachable; (b) the user does not respond to the notifications and messages within thirty six (36) hours after FGA sends them; (c) the user fails to fully complete, electronically sign and return the Supporting Documents within thirty six (36) hours after FGA provides the Supporting Documents to be completed; (d) the user declines acceptance of the reward; or (e) if in FGA determination, the user has not complied with these rules. Users should receive their reward within sixty (60) days of returning the Supporting Documents

(and generally within ten (10) days). Sponsor has no responsibility for a user inability or failure to accept or utilize a reward as described herein. FGA will bear the delivery costs associated with delivering rewards to you, provided that, delivery occurs at addresses located in the states and countries identified in Section 5.2 above. FGA will only deliver to addresses located in the states and countries identified in Section 5.2 above. Users must inform the FGA customer service department of a change of address before requesting their rewards and users must collect their rewards when delivered. If a reward is returned, any additional delivery fee shall be paid by users. A portion of the reward points will be deducted from your account if you choose to request a manual trigger by our customer service and the manual monitoring during the shipping process.

- 5.5.4. <u>Substitutions.</u> FGA, at its sole discretion, may substitute the rewards identified above with rewards of equal or greater value or provide the user with the approximate retail value (in USD) of the reward they select in the user's local currency. To be eligible to receive a monetary reward, users must have or create a PayPal account. FGA will send monetary rewards to a user's PayPal account.
- 5.5.5. Reward points have no monetary value and are non-transferrable. Although reward points can be exchanged for rewards, they have no monetary value, users do not own them, users cannot transfer them to anyone else, they are not currency, they do not represent currency and they cannot be exchanged for money. Reward points accumulated in the Prize Blast loyalty program may not be used in the Prize Fiesta loyalty program. Reward points accumulated in the Prize Fiesta loyalty program may not be used in the Prize Blast loyalty program.
- 5.5.6. <u>Time zone; counting days.</u> Days are counted based on the Central European Time, CET.
- 5.5.7. <u>Forfeiture of reward points.</u> The use of any robotic, automatic, macro, programmed, third party or similar methods to accumulate reward points is prohibited and the use, or attempted use, of such methods may result in the cancellation, termination or modification of the Loyalty Programs, disqualification of the user utilizing the methods and/or the forfeiture of the offending user's reward points with the suspension of the user's accounts.
- 5.5.8. <u>Termination of Loyalty Programs; amendments.</u> The Loyalty Programs will terminate on December 31st, 2033, or at such earlier or later date that FGA may determine and provide notice of by amending these Terms ("Termination Date"). Beginning on the

Termination Date, users will no longer be able to accumulate reward points. Users will have three hundred and sixty-five (365) days after the Termination Date to redeem their reward points for rewards by following the procedures set out above. If a user fails to redeem their reward points within three hundred and sixty-five (365) days after the Termination Date, the user will forfeit their reward points.

6. FGA SWEEPSTAKES

- 6.1. Some of our games provide the opportunity for you to participate in one or more sweepstakes that we sponsor ("FGA Sweepstakes"). You may receive prizes by participating in and winning an FGA Sweepstakes. FGA Sweepstakes are subject to their respective official rules, which can be found at https://www.full-game-ahead.com/sweepstakes/.
- 6.2. <u>APPLE® DISCLOSURES</u>: FGA Sweepstakes are not in any manner sponsored, endorsed, administered by, or associated with Apple®.
- 6.3. GOOGLE® PLAY STORE USERS: FGA SWEEPSTAKES ARE NOT AVAILABLE ON APPS DOWNLOADED FROM THE GOOGLE PLAY STORE®. If you are interested in real life gifts and have downloaded the Prize Fiesta® App or the Prize Blast® App from the Google Play Store®, please read section 5 "FGA LOYALTY PROGRAMS FOR GOOGLE® PLAY APPS" above.

7. PRIVACY

FGA is committed to protecting your personal information and adhering to the principles of the General Data Protection Regulation (GDPR). We take great care to ensure that your personal information is collected, stored, and processed in accordance with GDPR standards. We take appropriate security measures to protect your personal information from unauthorized access, alteration, disclosure or destruction. We also strive to ensure that your personal information is accurate and up to date and we will provide you with the means to keep it up to date. We will never share your personal information with any third-party without your prior consent and we will not use your personal information for any purposes other than those stated in our Privacy Policy. Our detailed privacy policy outlines how we collect,

store, use, and process your personal information. This privacy policy can be found at the following address: https://www.full-game-ahead.com/privacypolicy/

8. TITLE

Unless otherwise specified in these Terms, any and all title, ownership, rights, and intellectual property rights in and to the Services, including all materials and content therein, shall remain in FGA and/or its suppliers and are protected by the copyright laws of the United States and international copyright treaties. The names and logos, and other graphics, logos, icons, and service names associated with the Services are trademarks, registered trademarks or trade dress of FGA or its licensors. You may not use, copy, transmit, modify, distribute, or create any derivative works from the Services, or any material or content contained therein.

9. DISCLAIMER OF WARRANTY AND LIMIT OF LIABILITY

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10. TERMINATION

You and FGA have the right to terminate or cancel your Account, if applicable, at any time for any reason. No notice shall be required from FGA prior to termination of your Account. Virtual Items are unconditionally forfeited if your Account or SNS Account used to access the Services is terminated or suspended for any reason or if FGA discontinues the applicable Services.

11. NO ASSIGNMENT

These Terms and the licenses granted to you herein are personal to you, and may not be assigned without FGA's express written consent.

FGA's designated agent for notice of claims of copyright infringement related to FGA, Prize Fiesta, Coin Pusher, Prize Blast, and all affiliated web pages (collectively, the "FGA Properties") is as follows:

The Law Firm of Sausser Summers PC,

2 Rosedale Dr. , Charleston, SC 29407 USA *Office accessible by appointment only

Email: info@onlinetrademarkattorneys.com.

Pursuant to Title 17, United States Code, Section 512(c)(3), a notification of claimed infringement related to any of the FGA Properties must be a written communication addressed to the designated agent as set forth above, and must include substantially all of the following:

- A physical or electronic signature of the owner (or person authorized to act on behalf of the owner) of an exclusive right that is allegedly infringed;
- Specific identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works are covered by a single notification, a list of each copyrighted work claimed to have been infringed;
- Information related to the work(s) reasonably sufficient for FGA to promptly locate the work (e.g. title of work, location within the FGA Properties, etc.);
- Information reasonably sufficient to permit FGA to directly contact the complaining party, such as a complete name and address, telephone number, and an email address;
- A statement that the complaining party has a good faith belief that
 use of the work(s) in the manner complained of is not authorized by
 the copyright owner, its agent, or the law;
- A statement requesting that FGA take a specific act with respect to the alleged infringement (e.g., removal, access restricted or disabled); and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

13. MISCELLANEOUS

a. <u>Arbitration & Jurisdiction</u>. You and FGA agree that the exclusive remedy for all disputes and claims relating in any way to, or arising out of, these Terms, the Services, or your use of the Services shall be final

and binding arbitration. The arbitration shall be conducted by a single arbitrator under the Commercial Arbitration Rules of the American ("AAA") and AAA's Supplementary Association Procedures for Consumer Related Disputes ("AAA Consumer Rules"). To the fullest extent permitted by law: no arbitration under these Terms shall be joined to any other arbitration, including any arbitration involving any other current or former user of the Services; no class arbitration proceedings shall be permitted; no finding or stipulation of fact in any other arbitration, judicial or similar proceeding may be given preclusive or collateral estoppel effect in any arbitration hereunder (unless determined in another proceeding between you and FGA); and no conclusion of law in any other arbitration may be given any weight in any arbitration hereunder. You and FGA must commence an arbitration by filing a demand for arbitration with the AAA within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitation period for asserting claims, the claim must be asserted within the shortest time period in excess of one year that is permitted by applicable law. You and FGA may litigate in court only to compel arbitration under these Terms, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award rendered by the arbitrator(s). You and FGA hereby consent to the exclusive jurisdiction of and venue in the United States District Court for the Eastern District of Pennsylvania or, if that court shall lack jurisdiction, to the Court of Common Pleas situated in the Philadelphia County, Pennsylvania to enforce the provisions of this Section and to resolve any disputes and claims cognizable in court relating in any way, or arising out of, these Terms, the Services or your use of the Services. The court, not the arbitrator, shall determine arbitrability and enforce the arbitration agreements contained herein, including the prohibition on consolidated arbitrations and class arbitration. These Terms and all disputes and claims relating in any way to, or arising out of, these Terms, the Services or your use of the Services shall be governed by the laws of the Commonwealth of Pennsylvania and the Federal Arbitration Act, without reference to choice of law principles.

b. <u>Complete Agreement</u>. These Terms shall constitute the complete and exclusive agreement between you and us. The Terms may not be modified by you except in a writing duly signed by you and an authorized representative of FGA. If any provision herein is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other

circumstances, or of the remaining provisions hereof under all circumstances.

14. CONTACT INFORMATION



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9th Floor, Amtel Building 148 Des Voeux Road Central Central Hong Kong

Email: customer-service@full-game-ahead.com



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