Raid: Shadow Legends Prize Promotion Terms & Conditions

NO PURCHASE NECESSARY TO ENTER OR TO WIN A PRIZE. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

- 1. <u>Promotion Description</u>. The following Prize Promotion Terms & Conditions ("**Promotion Terms**") apply to the "[Plarium gift card promotion]" ("**Promotion**"). By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Promotion Terms and the decisions of the Promotion sponsor, Plarium Global Ltd., located at 2 Abba Eban Bld., 4672520, Herzliya Pituach and its affiliates (collectively, "**Plarium**"), which shall be final and binding in all respects. This Promotion is void wherever prohibited by law.
- 2. <u>Promotion Period</u>. The Promotion begins on [19.4.2021] at 12:00 am eastern time ("ET") and ends on [31.12.2021] at 23:59 pm (the "**Promotion Period**").
- 3. <u>Entrant Eligibility.</u> The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least 18 years of age, or the age of majority in their jurisdiction of residence, whichever is older, at the time of entry.
- 4. Entry. To enter the Promotion, during the Promotion Period, eligible entrants must:
- a) click on the Raid: Shadow Legends banner on www.en.softonic.com/ ("Softonic") which provides a link to download the game Raid: Shadow Legends ("RAID") on Plarium Play;
- b) Download the free video game RAID on Plarium Play and sign in to the Game using a valid email address (the "Game Account");
- c) One of the following: Play RAID and reach level 10 within 24 hours from creating a user account in RAID or play RAID and upgrade one Champion to 5 stars within 7 days from creating a user account in RAID (the "Goal") during the Promotion Period to be eligible for a prize. The goal to achieve and prizes to win are specified on the promotion advertisement on Softonic website.

ONLY ONE ENTRY IS PERMITTED PER PERSON. Entry must be made by the entrant, only in the manner described in this Section. Any attempt by an entrant to obtain more than one entry by using multiple/different email addresses, identities, registrations, logins or any other methods, or by tampering with the entry process or the operation of the Promotion, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Promotion Entities, in their 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 Promotion Entities' satisfaction, the affected entry(ies) will be deemed ineligible.

The Promotion Entities shall 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 Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. 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.

Plarium may prohibit an entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Plarium's representatives.

- 5. <u>Winners of Prize</u>. Any eligible entrant according to the criteria in Section 4 that reaches the Goal within the Promotion Period shall be eligible for the prize set forth in Section 6 below.
- 6. <u>Prizes</u>. The prize for a winner consists of a gift card in the value of USD \$5 for achieving the goal of reaching level 10 within 24 hours from creating a user account in RAID, or a gift card in the value of USD \$20 for

achieving the goal of upgrading a Champion to 5 stars within 7 days from creating a user account in RAID. The gift card will expire within 90 days.

No cash alternative or substitution of prizes will be allowed, except Plarium reserves the right in its sole discretion to substitute prize(s) of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if each potential prize winner fully complies with these Promotion Terms. All portions of the prizes are non-assignable and non-transferable. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Promotion materials are for illustrative purposes only. All details and other restrictions of the prizes not specified in these Promotion Terms will be determined by Plarium in its sole discretion. Each prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Each potential winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If any potential winner refuses to sign and return all Prize Claim Documents within the period of time specified in the prize notification, the potential winner may be disqualified.

Plarium makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND PLARIUM HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

7. Winner Notification. Within a period of about two weeks after reaching the Goal, winners will receive the prize at the email address used when signing-in to the Game as described in section 4(b) above. Delays may occur in sending the prize. Plarium shall have no liability if the email with the prize is lost, intercepted or not received by a winner for any reason, including if a wrong email address is provided by the winner at the time of registration to the Game. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential prize winner will be disqualified.

The receipt by winner of the prize offered in the Promotion is conditioned upon compliance with any and all federal and state laws and regulations. Any violation of these promotion terms by any winner (such violation shall be at Plarium's sole discretion) will result in such winner's disqualification as winner of the promotion and all privileges as winner will be immediately terminated.

8. General Conditions.

- 8.1 Acceptance of a prize constitutes winner's permission for the Promotion Entities to use winner's name, Account name, gamertag, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation, except where prohibited.
- 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 Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or 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. Plarium assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by participating in the Promotion, 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, Plarium is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or 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.

- 8.3 Plarium 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 Promotion, to be acting in violation of these Promotion Terms, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Plarium reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.
- 8.4 No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted.
- 8.5 If a dispute as to the identity of the individual who actually submitted an entry cannot be resolved to Plarium's satisfaction, the affected entry will be deemed ineligible.
- 8.6 Plarium reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Plarium's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein.
- 8.7 In the event an insufficient number of eligible entries are received and/or Plarium is prevented from awarding prizes or continuing with the Promotion as contemplated herein 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 Plarium's control (each a "Force Majeure" event or occurrence), then Plarium shall have the right to modify, suspend, or terminate the Promotion. Only the type and quantity of prizes described in these Promotion Terms will be awarded.
- 8.8 These Promotion Terms cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Plarium. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
- 9. <u>Promotion Conditions</u>. The Promotion is subject to all applicable federal, state and local laws. By participating, entrants agree to be fully and unconditionally bound by these Promotion Terms and the decisions of Plarium, and waive any right to claim ambiguity in any Promotion or these Promotion Terms.
- 10. <u>Limitation of Liability</u>. By entering the Promotion winners and entrants agree to release and hold harmless Plarium and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Promotion and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the

processing of entries; (vi) failure to supply the prize or any part thereof, by reason of any by reason of any act of God, fire, natural disaster accident, or act of government, or any other cause beyond Plarium's sole control.

- 12. <u>Privacy Policy and Terms of Use</u>. By entering a Promotion, each entrant acknowledges that they have read and agree to Plarium's Terms of Service (located at https://company.plarium.com/en/terms-of-use/), and that any of the entrant's information made available to Plarium in connection with a Promotion will be treated in accordance with Plarium's Privacy Policy (located at https://company.plarium.com/en/privacy-and-cookie-policy/). The rules for any given Promotion shall supersede any contradictory terms contained in the Terms of Service.
- 13. <u>Sponsor</u>. The Promotion is sponsored by Plarium Global Ltd., 2 Abba Eban Blvd, 4672520 Herzliya Pituach, Israel.
- 14. <u>Social Disclaimer</u>. Entrants should understand that they are providing their information to Plarium and not to Facebook or Softonic. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Softonic. Entrants hereby agree to release Facebook or Softonic from any and all liability in connection with this Promotion.
- 15. OFFICIAL RULES: These Promotion Terms will be posted on [] during the Promotion Period.