

PIXICADE SOCIAL MEDIA SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN
MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING**

ALL GIVEAWAYS ARE SUBJECT TO CHANGE WITHOUT NOTICE

This Pixicade Social Media Sweepstakes (“Sweepstakes”) is sponsored by BitOGenius Inc., 333 Mamaroneck Ave PMB 394, White Plains NY 10605 United States, press@bitogenius.com (“Sponsor”) and is open to all natural persons who are legal residents of the 50 United States and District of Columbia, who are at least thirteen (13) years old at time of entry. Void outside of the USA, in Puerto Rico, the US Virgin Islands and other US territories and protectorates. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

1. THE SWEEPSTAKES

- A. **HOW TO ENTER:** You can enter the Sweepstakes by following the directions listed on the Pixicade Sweepstakes posts on Facebook and Instagram. Limit one (1) entry per person per email account during the Entry Period regardless of method of entry. Any person found to be inaccurately tagging content, using bots, services, or other unethical methods to increase their chances of winning will forfeit their entry. By entering the Sweepstakes, you grant Sponsor the right to publicly post your name and/or social media handle(s) in the event that you are selected as the winner. An entry will be discarded if the person has won a Pixicade Sweepstakes within the prior six (6) month time frame.
- B. **ENTRY PERIOD:** The Sweepstakes begins and ends on the dates listed on the Pixicade Sweepstakes posts on Facebook and Instagram (the Entry Period). Entries that are submitted before or after the Entry Period will be disqualified. For the purposes of these Official Rules, all times are Eastern Standard Time.
- C. **PRIZE.** The prize will be one (1) Pixicade Mobile Game Maker Kit with a retail value of approximately \$24.99. The prize will be shipped to the address provided by the winner via USPS or other domestic shipping service. There is no option to trade in the prize for an equivalent cash value.
- D. **RANDOM DRAWING & WINNER NOTIFICATION:** Within twenty-four (24) hours of the close of the Entry Period, one (1) winner will be selected randomly from all valid entrants. The winner of the Sweepstakes will be posted publicly on the Pixicade social media accounts upon selection of the winner. The Sweepstakes winner will also be notified within one (1) hour of the public winner announcement posted on the Pixicade social media pages. The winner will also receive winner announcement via private message, direct message, or email based on the form of entry. The winner will have two (2) days (forty-eight (48)) hours to respond to the private communication from Sponsor else they forfeit the prize. If a prize is forfeited, Sponsor will randomly select a second winner. If a second winner does not come forward, Sponsor will select a third and final winner at random. If the third winner does not claim the prize, Sponsor will donate the prize to a local children’s charity.
- E. **WINNER LIST:** A winner list, including previous and current winners, will be publicly available on a web viewable document. A link to the document page will be available on the winner announcement post made on the Pixicade social media accounts.

2. **PUBLICITY:** By accepting the prize, the winner consents to Sponsor's use of their name, photograph and/or likeness, address, voice, and statements made by or attributed to them, in perpetuity, in any and all media now known or hereafter developed (including, without limitation, print, broadcast and Internet), for all legitimate business purposes including advertising and promotional activities without additional compensation, except where prohibited by law.
3. **PARTICIPANT OBLIGATIONS.** All federal, state and local income taxes connected to the prize are the sole responsibility of the winner. All federal, state and local laws and regulations apply. Sponsor shall only be responsible for awarding the number of prizes as stated in these Official Rules. Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of prize awarded. Sponsor makes no representation or warranties concerning the appearance, safety or performance of any prizes awarded.
4. **PRIVACY:** Sponsor will be collecting personal contact data about entrants in accordance with its Privacy Policy. Please review Sponsor's Privacy Policy at <https://www.bitogenius.com/privacy-policy>. By participating in the Sweepstakes, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy.
5. **LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree to release, hold harmless, and agree not to institute any claim against Sponsor and any co-sponsors of the Sweepstakes and each of their respective parent companies, affiliates, subsidiaries, and their respective officers, directors, employees, agents, and representatives (collectively, "Released Parties") from any and all liability whatsoever for any injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly, the awarding, acceptance, receipt, possession, use and/or misuse of any prize awarded herein; and/or participation in the Sweepstakes or any prize related activities, including but not limited to traveling to or from any prize related activity. Upon delivery of the prize to the winner, Sponsor will be deemed to have awarded the prize to the winner with the winner assuming full responsibility for the prize.

Released Parties are not responsible for any errors with any technology related to the random drawings, technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to your or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes.

Under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and entrants further waive all rights to have damages multiplied or increased.

6. **MISCELLANEOUS CONDITIONS:** If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and select winners from all eligible entries prior to the cancellation. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Sponsor believes to be causing malfunction, error, disruption or damage will be disqualified. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors.

7. **DISPUTES & CHOICE OF LAW:** Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of New York.
8. **NO RELATIONSHIP TO SOCIAL NETWORKS.** Any promotion/giveaway is in no way related to, endorsed or administered by, or associated with the posting platform (eg Facebook, Instagram, Twitter, etc) (the "Social Networks"). Sponsor hereby releases Social Networks of any liability. By participating, you release the Social Networks and their respective parent companies, subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, from and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Sweepstakes and/or the acceptance, awarding, receipt, use and/or misuse of the prize. All promotions are in no way sponsored, endorsed, administered or associated with the Social Networks. Any questions regarding this Sweepstakes should be directed to Sponsor at press@bitogenius.com.
9. **ELECTRONIC COMMUNICATION.** By entering this Sweepstakes, you give permission to Sponsor to send you electronic communication regarding the Sweepstakes and to send you emails regarding Pixicade products. You may unsubscribe at any time, but we hope you stay!
10. **AGREEMENT TO OFFICIAL RULES.** Participation in the Sweepstakes constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.