

Jailbreak Contest OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR AND/OR ANY OTHER RELEASED PARTIES TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR AND/OR ANY OTHER RELEASED PARTIES ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

The Jailbreak Contest (the “Contest”) begins at 12:00 AM EST on October 22, 2021 (the “Contest Start Date”) and ends at 11:59 PM EST on November 1, 2021 (the “Contest End Date”) (such period referred to herein as the “Contest Period”). The Contest is sponsored by Badimo, LLC (the “Sponsor”). By participating in the Contest, each entrant represents that they have read these Official Rules and unconditionally accepts and agrees to comply with and abide by these Official Rules, Twitter’s Terms of Service and/or Reddit’s User Agreement (as applicable) and the decisions of Sponsor, which are final and binding in all respects, and you represent that you meet the eligibility requirements set forth herein. Sponsor is responsible for the collection and selection of entries and the Contest’s overall administration. Entrants should look solely to Sponsor with any questions, comments or problems related to the Contest. The Contest is in no way sponsored, endorsed or administered by, or associated with the National Association for Stock Car Auto Racing, LLC (“NASCAR”), Twitter or Reddit. Any questions, comments or complaints regarding the Contest shall be directed to the Sponsor and not to NASCAR, Twitter or Reddit.

1. HOW TO ENTER: To enter the Contest, you must:

- STEP 1: Log into your Twitter or Reddit account (if you are not already a member of Twitter or Reddit, access the free Twitter or Reddit internet webpage or download and install the free Twitter or Reddit mobile application on your web enabled mobile device and register for a free Twitter or Reddit account);
- STEP 2: Follow Sponsor on Twitter (@badimo) or Reddit (r/robloxjailbreak); and
- STEP 3: Create and post on such channel an original design for a skin to be used in Sponsor’s game, Jailbreak, in connection with Jailbreak’s NASCAR partnership (such design, the “Submission”, and such post, the “Post”) using the Template and complying with the image resolution requirements therein, 1024 pixels by 1024 pixels, tagging Sponsor on the Post (if entering via Twitter) or posting the Post on Sponsor’s subreddit (if entering via Reddit) and, in each case, including the hashtag #JailbreakContest. The Submission must be watermarked (i.e., with your username displayed over it), to reduce the likelihood that other users will copy the Submission. “Template” shall herein mean the image template stipulating requirements for Submissions that Entrants must abide by to qualify provided by Sponsor in the Sponsor post announcing the Contest.

In order to be eligible your Twitter or Reddit account and the Post must be public from the time you make the Post until the end of the Contest Period and through the Winner Selection Date. Entries that are not complete or do not adhere to these Official Rules will result in disqualification. No illegible, incomplete, corrupted, forged or altered entries will be accepted. Limit to one (1) entry per person during the Contest Period, regardless of method of entry. Participation in the Contest is voluntary. No automatically or mechanically produced entries will be accepted. **BY CREATING A SUBMISSION AND CREATING A POST, EACH ENTRANT ACKNOWLEDGES THAT, IF HE OR SHE WINS, THE SUBMISSION WILL BE OWNED BY SPONSOR. IN ANY EVENT, GIVEN THAT THE SUBMISSION WILL FEATURE NASCAR TRADEMARKS, LOGOS**

OR SLOGANS, EACH ENTRANT ACKNOWLEDGES THAT HE OR SHE CANNOT AND WILL NOT USE THE SUBMISSION FOR ANY PURPOSES OTHER THAN ENTRY INTO THIS CONTEST IN ACCORDANCE WITH THESE OFFICIAL RULES. USE OF SPONSOR'S OR NASCAR'S TRADEMARKS, LOGOS OR SLOGANS IS SOLELY PERMITTED FOR THE PURPOSES SET FORTH IN, AND IN ACCORDANCE WITH, THESE OFFICIAL RULES IN CONNECTION WITH THIS CONTEST, AND ANY OTHER USE IS STRICTLY PROHIBITED.

2. PRIZES: Five (5) winners will be selected in the Contest, as determined through the process set forth in Section 5 below (the "Winners"), each of whom will receive cash prizes of \$500.00 each and 500,000 in-game Jailbreak virtual currency, called Jailbreak Cash. Approximate retail value of all Jailbreak Cash prizes is \$70.55 each. Approximate retail value of all prizes is \$2,852.75 total.

Odds of winning are affected by the number of eligible entries received by the Contest End Date. The Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. In order to receive a prize, Winners may be required to provide proof of identification, including name, physical address and date of birth. Any and all taxes on any prize, including income and/or sales taxes, are the sole responsibility of the Winners. All entrants agree that information provided by the Sponsor is not advice, including but not limited to, tax advice or legal advice, and every entrant is advised to consult a professional, including a tax professional.

3. ELIGIBILITY:

Entrant Eligibility. The Contest is only open to legal residents of the United States and the District of Columbia (excluding Puerto Rico and all U.S. territories and possessions) who are at least thirteen (13) years old as of the date of entry. If the entrant is under eighteen (18) years of age at the time of entry, he or she may only enter with approval of a parent or legal guardian. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. Employees, independent contractors, officers, and directors of the Sponsor and NASCAR, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Contest. **THE CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW** and is subject to applicable federal, state and local laws and regulations.

Submissions Eligibility. Entries will only be eligible if they (a) comply with each of the steps outlined above under "How to Enter", including displaying a watermark over the Submission and complying with the technical requirements provided by Sponsor, (b) are submitted during the Contest Period, (c) contain only the original content of the entrant, (d) do not reference or depict any other company or product, (f) do not contain content that is unlawful, hateful, discriminatory, racially inflammatory, offensive, obscene, or morally or legally objectionable, in the Sponsor's sole discretion, (g) do not contain false or defamatory statements about any person or any third party and (h) do not include any other identifiable individual other than the individual entrant unless prior express consent is obtained from such individual. Entry should be appropriate to the Sponsor's brand image (in Sponsor's sole discretion). If selected as a potential winner, the entrant will be required to provide to the Sponsor, via the method requested by the Sponsor, the original, high quality, digital Submission, without any watermark. The Sponsor reserves the right, in its sole discretion, to disqualify any entry which Sponsor determines at any time in its sole judgment fails to meet any of these criteria.

4. OWNERSHIP OF CONTENT/SUBMISSIONS. EACH ENTRANT UNDERSTANDS AND AGREES THAT, IF HIS OR HER SUBMISSION IS SELECTED AS THE WINNING ENTRY, SUCH ENTRANT WILL BE REQUIRED TO ASSIGN TO SPONSOR ALL RIGHTS, TITLE AND INTEREST IN AND TO THE SUBMISSION, AND SPONSOR WILL BE THE SOLE OWNER THEREOF. By posting the Post in connection with this Contest, you automatically represent, warrant and covenant that you have the right

to assign to Sponsor all rights, title and interest in and to the Submission (including all related intellectual property rights), and will execute any documents requested by Sponsor to effectuate the same, as a condition precedent to receiving the applicable prize. You warrant that the content in the Submission has not been copied from any third party and its use by Sponsor will not infringe or involve the misappropriation of any third party rights and agree to indemnify and hold harmless Sponsor and all other third parties licensed above from and against any breach of this warranty. Under no circumstances will Sponsor be required to treat any Submission as confidential. You represent, warrant and covenant that you will not use the Submission for any purposes other than submitting it to Sponsor in accordance with these Official Rules. Sponsor will be entitled to use the Submission for any purpose whatsoever without compensation to you or any other person. For the avoidance of doubt, Sponsor will not be liable to you or any other person for any ideas for Sponsor's business (including, without limitation, product designs or ideas) derived from the Submission and will not incur any liability as a result of any similarities to the Submission that may appear in any future products or services of Sponsor. Where lawful, you or, if you are under eighteen (18) years old, your parent or guardian will be required to sign and return an Affidavit of Eligibility, Release of Liability, and Publicity Release.

5. SELECTION OF WINNERS: Within approximately twenty-four (24) hours following the Contest End Date (the "Winner Selection Date"), a panel of judges, consisting of employees, officers or directors of Sponsor (the "Judge Panel"), in its sole discretion, will select the entrants with the top five (5) highest scoring Submissions based on the following criteria:

- creativity and originality (33.33%);
- appropriateness to the Sponsor's brand and Jailbreak themes (33.33%); and
- thematic appropriateness (i.e., relation to racing and/or racecars, use of symbols and decals) (33.33%).

In the event of a tie between two or more entrants, the entrant whose Submission received the highest score for appropriateness to the Sponsor's and Jailbreak brand and Jailbreak themes, as determined by Sponsor, will be deemed the potential Winner, among the tied entrants. If such process does not break the tie, an additional judge, who will be an employee, officer or director of Sponsor, will evaluate the tied entries according to the above criteria and determine the potential Winner. The choice of the potential Winner, as applicable, is final and binding and not subject to review or appeal.

Within approximately twenty-four (24) hours of the Winner Selection Date (the "Notification Date"), Sponsor will contact the potential Winners via direct message to the Twitter username or private message to the Reddit username associated with the Post submitted pursuant to the Contest entry process. The Released Parties are not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify any potential Winner, including failure to receive notices from the Sponsor, failure due to a potential Winner's spam, junk e-mail or other security settings or for a potential Winner's provision of incorrect or otherwise non-functioning contact information. The Released Parties are not responsible for changes to entrants' contact information. If any potential Winner cannot be contacted, is ineligible, fails to claim the prize and return the completed and executed Affidavit of Eligibility, Release of Liability, and Publicity Release within forty-eight (48) hours of the Notification Date, the prize may be forfeited and the entrant with the next highest score will be selected as the alternate Winner.

6. CONDITIONS: The Sponsor, Twitter, Reddit, NASCAR, and each of their respective agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the "Released Parties"), are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (a) late, lost, delayed, damaged, misdirected, misaddressed, incomplete, or unintelligible entries; (b) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or

difficulties of any kind, whether human or technical; (c) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (d) any condition caused by events beyond the control of the Sponsor; (e) any injuries, losses, or damages of any kind arising in connection with or as a result of any prize, or any portion thereof that may have been awarded, or acceptance, possession, or use of any prize, or any portion thereof that may have been awarded, or from participation in the Contest; or (f) any printing or typographical errors in any materials associated with the Contest. The Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Contest should any unauthorized human intervention or other causes beyond the Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In the event that proper administration of the Contest is prevented by such causes as contemplated above, the Sponsor will pick the Winners from all eligible, non-suspect entries received prior to such action. By participating in the Contest, entrants and the Winners agree to release, discharge and hold harmless the Released Parties, and all others associated with the development and execution of the Contest, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Contest, participation in the Contest, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or entrant's right of publicity. This Contest shall be governed by Florida law. In the event of a dispute as to the identity of a Winner based on Twitter or Reddit username, the selected Winner will be deemed to be made by the authorized account holder of the Twitter or Reddit username at time of entry. "Authorized account holder" is the natural person who is assigned (or approved for) a Twitter or Reddit account by Twitter, Reddit, or other applicable organization responsible for confirming Twitter or Reddit accounts for the Twitter or Reddit username in question

7. Arbitration Agreement; Dispute Resolution by Binding Arbitration:

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

(a) Agreement to Arbitrate: This Section is referred to in these Official Rules as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and the Sponsor, whether arising out of or relating to these Official Rules, the Contest, your participation in the Contest, the prize, acceptance, possession, use or misuse of the prize, any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Contest, you and the Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

(b) Prohibition of Class and Representative Actions and Non-Individualized Relief: **YOU AND THE SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).**

(c) Pre-Arbitration Dispute Resolution: The Sponsor is always interested in resolving disputes amicably and efficiently, and most entrant concerns can be resolved quickly and to the entrant's satisfaction by emailing the Sponsor's support team at dispute@badimo.org. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to the Sponsor should be sent to Badimo, LLC, 1809 E. Broadway St., Suite #114, Oviedo, FL 32765 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If the Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or the Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Sponsor is entitled.

(d) Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless the Sponsor, any other Released Parties and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, the Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(e) Costs of Arbitration: Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the AAA Rules.

(f) Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

(g) Severability: If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable,

then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

7. **WINNERS LIST**: To obtain the first name, last initial, city and state of the Winners after the Winner Selection Date, send a separate self-addressed, stamped envelope marked “Jailbreak Contest Winners List” to the Sponsor. Requests for winners list must be received no later than 90 days from the Contest End Date (residents of Vermont and Washington need not include return postage).

8. **SPONSOR**:

Badimo, LLC
1809 E. Broadway St.
Suite #114
Oviedo, FL 32765

9. **NOTICE**: The Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Contest in violation of these Official Rules and/or criminal and/or civil law.

10. Copyright © 2021 Badimo, LLC All rights reserved. Badimo and the associated logos are trademarks of Badimo, LLC. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners. NASCAR, LLC is not a sponsor of this contest. NASCAR® is a registered trademark of the National Association for Stock Car Auto Racing, LLC.