

1. Giveaway Period

The Giveaway begins on December 20, 2019 12:00:00 am (“PST”), and ends on February 20, 2020 11:59:59 pm (“PST”) (the “Giveaway Period”). Entries must be received during the Giveaway Period to be eligible to win.

2. Eligibility

The Physicality Games Prelaunch Giveaway (the “Giveaway”) is open to legal residents of any of the fifty (50) United States and the District of Columbia who are at least the age of majority in their state of residence (which is eighteen (18) years of age in most states, but 19 in Nebraska and Alabama and 21 in Mississippi). Employees of Sponsor and other companies associated with the promotion of the Giveaway, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. By entering this Giveaway, all Entrants agree to comply with and be bound by these Official Rules, and to comply with all federal, state and local laws and regulations.

3. How To Enter

No purchase necessary to enter or win the Giveaway.

Step 1: Visit giveaway.physicalitygames.com.

Step 2: Enter a valid email address in the email entry field and click “Enter Giveaway!” to submit your entry.

Step 3: From the entry confirmation page, share your unique entry URL to earn additional entries and view your total entries.

4. Prizes

Sponsor will award:

One (1) Entrant will be named Grand Prize Winner and will receive the following: \$300 Physicality Games Credit, one (1) Playstation 4 Pro, one (1) Extra Dualshock 4 Controller, one (1) Nintendo Switch, one (1) Extra Pair of Joycons, one (1) Physicality Games Deluxe Edition Game (PS4 or Nintendo Switch - decided upon by the winner and delivered by the Sponsor upon availability), one (1) Physicality Games T-Shirt, one (1) Physicality Games Snapback Hat, a Gold "Founder" Avatar Frame for use on the Physicality Games website after the launch of the website.

Three (3) Entrants will receive a \$50 Physicality Games gift certificate good towards any game purchase on the Physicality Games website.

All eligible Giveaway Entrants will receive a Gold "Founder" avatar frame for use on the Physicality Games website after the launch of the website.

5. Winner Selection

Potential winner(s) will be selected on or around March 12 in a drawing from among all qualifying and eligible entries received and based on the number of qualifying entry points. The drawing will be conducted by the Sponsor. Winners will be contacted by email using the email

address provided on the Giveaway registration page and will be provided with instructions on how to claim their prize, so please use a valid email address when signing up for the Giveaway. Upon formal notification from Sponsor, a potential Selected Entrant shall have seventy-two (72) hours from the date such notice was sent to respond.

Selected Entrants are not entitled to any surplus between actual retail value of prize and approximate retail value and any difference between approximate and actual value of the prize will not be awarded. No substitution, transfer, or cash redemption of prize, or cash for any portion of prize not used, provided however that Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. If a Selected Entrant does not want a portion of the prize, that portion is forfeited. All additional costs, including taxes, are the sole responsibility of Selected Entrant.

Return of any prize or prize notification as undeliverable, or if a winner is found to be ineligible or otherwise not in compliance with these Official Rules, the prize will be forfeited and an alternate winner may be selected in a drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded. Sponsor will make a best effort to fulfill prizes within 2-4 WEEKS from the date of the drawing for the corresponding month, dependent on availability of certain items. Prizes will be shipped to the address provided at entry or as confirmed by the winner within seven (7) calendar days of notification or as available. All decisions of Sponsor are final. Odds of winning a prize are dependent upon the number of eligible entries received.

6. Prize Restrictions

Limit one (1) prize per individual/household. Prizes are non-transferable, and no substitutions are allowed except by Sponsor, who reserves the right to award a prize of equal or greater value, should the prize become unavailable for any reason. Any and all taxes and costs associated with the receipt and use of the prize are the responsibility of the winner.

7. Publicity

Sponsor reserves the right to use the name, likeness, and/or account ID of any Entrant, for publicity purposes prior to, during, or after the Giveaway end date, in any media, throughout the world, in perpetuity, but only in connection with publicizing the Giveaway, without any compensation or prior review unless specifically prohibited by law.

8. Privacy

Any information collected will be subject to Sponsor's Privacy Policy, [located here](#) (the "Policy"). By entering the Giveaway, you acknowledge that you have agreed to such Policy and you consent to the collection, use and disclosure of your personal information for the purposes of administering this Giveaway in accordance with such Policy.

By entering the Giveaway you agree to receive email periodically from Physicality Games and its immediate partners. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the respective newsletter. If you wish to access or correct your personal

information held by us, opt out of receiving further communications from us or our affiliated merchants or companies, or have other questions respecting our privacy policy, please contact us at privacy@physicalitygames.com.

9. Conduct

By participating, Entrants agree to comply with and be bound by these Official Rules. Failure to comply with these Official Rules may result in disqualification from the Giveaway. Entrants further agree to comply with and be bound by decisions of Sponsor, which shall be final and binding in all respects. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be: (a) tampering or attempting to tamper with the entry process or the operation of the Giveaway or any Sponsor web site; (b) violating these Official Rules; (c) violating the Official Rules of service, conditions of use and/or general rules or guidelines of any Sponsor property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Sponsor has the right, in its sole discretion, to maintain the integrity of the Giveaway, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses or email addresses; multiple entries from the same computer in excess of that allowed by Giveaway rules; use of commercial contest/sweepstakes subscription notification and/or entering services; or the use of bots, macros or scripts or other technical means for entering. Entrants in violation of these Conduct policies may be disqualified at the discretion of Sponsor.

10. Release and Limitation of Liability

By entering, participants release and hold harmless Sponsor, respective parent, subsidiaries, affiliates, directors, officers, employees and related entities (collectively, "Releasees") from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property that may be sustained in connection with the receipt, ownership, or use of the prize from or arising out of participation in this Giveaway. Sponsor assumes no responsibility or liability for (a) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; (b) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (c) any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Giveaway or downloading any materials in this Giveaway; (d) technical or human error which may occur in the processing of entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Giveaway or receipt or use or misuse of any prize.

11. General Rules

By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in the Giveaway or these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor's decisions will be final in all matters relating to the Giveaway.

Sponsor reserves the right to restrict or void online Entries or participation from any IP address if any suspicious Entry and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void Entries of any Entrants who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of the Giveaway. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Giveaway-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Sponsor's sole discretion. If Sponsor determines at any time in its sole discretion that Entrant is disqualified, ineligible, or in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right in its sole discretion to select an alternate winner.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If the Giveaway is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Giveaway and award the Prize from eligible entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor. Each potential Winner may be required to provide Sponsor with proof that he or she is the authorized account holder. If a dispute cannot be resolved to Sponsor's satisfaction, the Entry and individual(s) may be deemed ineligible in Sponsor's sole discretion.

CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE GIVEAWAY VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW AND MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT.

12. Disputes

Any dispute arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the State of California, without reference to its conflicts of law principles and will be brought exclusively in the state and federal courts located in San Francisco, California, and each Entrant accepts and submits to the personal jurisdiction of these California courts with respect to any legal actions, suits or proceedings arising from or relating to this Giveaway or these Official Rules.

13. Winners List

For the list of winners, send a stamped, self-addressed envelope, post-marked any time during the Giveaway Period and no later than January 31, 2020 to Sponsor at address listed below.

14. Official Rules

For a copy of these Official Rules, send a stamped, self-addressed envelope, postmarked at any time during the Giveaway Period, to the Sponsor at the address listed below.

15. Sponsor

Physicality Games
3245 Main Street, Suite 235-180
Frisco, TX 75034

BY ENTERING, YOU AGREE THAT YOU HAVE READ AND AGREE TO ALL OF THESE GIVEAWAY RULES.