

# XSETRange Challenge

## OFFICIAL RULES

NO PURCHASE NECESSARY. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE ONE'S CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. UNLESS SPECIFIED IN SECTION BELOW, VOID OUTSIDE OF THE FIFTY (50) UNITED STATES, DISTRICT OF COLUMBIA AND CANADA, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

### 2024 #XSETRANGE SOCIAL CHALLENGE (the "**Promotion**")

To enter this Promotion, you must agree to and abide by these official rules (the "**Official Rules**"). Participation in the Promotion constitutes entrant's full and unconditional agreement to these Official Rules, to Sponsor's interpretations of these Official Rules, and to the Sponsor's decisions, which are final in all matters relating to this Promotion. Winning a prize is contingent on fulfilling all requirements set forth herein.

**1. SPONSOR; PROMOTER.** XSET, Inc., 400 Stuart Street, 19<sup>th</sup> Fl., Boston, MA 02116 (the "**Sponsor**"), is solely responsible for all aspects of this Promotion.

**2. ELIGIBILITY.** The #XSETRANGE Social Challenge (the "**Promotion**") is open only to legal residents of the fifty (50) United States, the District of Columbia and Canada, who are at least thirteen (13) years or older as of the date entry. If an entrant is either under the age of eighteen (18) or is eighteen (18), but still deemed a minor in their jurisdiction of residence (a "**Qualified Minor**"), they must obtain parental or legal guardian consent prior to entering the Promotion. The following individuals are not eligible to participate in the Promotion: (i) Employees and agents of Sponsor, and any of its parent, subsidiary or affiliate companies, and any of their respective advertising/promotion agencies (together with XSET, the "**Promotion Entities**"; (ii) the "**Immediate Family Members**" of any persons set forth in subsection (i) of this Rule 2 (for purposes hereof, Immediate Family Members means parents, step-parents, children, step-children, spouse, siblings and step-siblings); (iii) "**Household Members**" of any persons set forth in subsection (i) of this Rule 2 (for purposes hereof, Household Members means people who share the same residence for at least three (3) months a year). This Promotion is void in all U.S. Territories (e.g., Puerto Rico and Guam), foreign territories not specifically included herein and where prohibited or restricted by law, and is subject to all applicable federal, state, local and municipal laws and regulations.

**3. PROMOTION SCHEDULE.** Submission for entry in the Promotion begins on March 15, 2024, at 12:00 a.m. PST and ends on March 31, 2024, at 12:00 a.m. PST (the "**Entry Period**"). All submissions must be received during the Entry Period. For purposes of this Promotion, all times are Pacific Standard Time (e.g. California time) and Sponsor's computer is the official time-keeping device for the Promotion.

**4. ENTRY.** To enter the Promotion, you must: (i) follow the X (f/k/a Twitter), TikTok and/or IG accounts of Sponsor @XSET and Kris London @IamKrisLondon; (ii) record a video of yourself

demonstrating your range throwing a basketball (the “**Range Video**”); (iii) post the Range Video to your own X, TikTok or IG accounts, using the hashtag #XSETRANGE.

Make sure that your privacy settings on your account(s) are not set to “private” or “protected mode,” or your entry may not be visible to Sponsor and may not thus be received by Sponsor.

Participation in the Promotion constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions. The decisions of the Sponsor regarding all matters relating to the Promotion are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Entries posted to X, TikTok and Instagram must be submitted in accordance with the current “Terms of Service” of the platform used to submit an entry as follows: **X:** <https://twitter.com/en/tos>; **Instagram:** [https://help.instagram.com/581066165581870/?helpref=uf\\_share](https://help.instagram.com/581066165581870/?helpref=uf_share); **TikTok:** <https://www.tiktok.com/legal/page/us/terms-of-service/en>.

In addition to the platform-specific “Terms of Service” referenced above, entrants agree that entries will not contain, include or involve any: (a) racist, sexist, homophobic, transphobic language, images, or other graphical representations; (b) derogatory characterizations of any racial, ethnic, religious or sexual groups; (c) language or representation of extreme, gratuitous or graphic violence; (d) language, images or other representations threatening or otherwise harassing others; (e) conduct or activities in violation of these Official Rules; (f) any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable, or offensive, as determined by Sponsor in its sole discretion; (g) unauthorized trademarks and copyrighted materials.

Data rates may apply if the Promotion entry is submitted via your mobile device according to the terms and conditions of your service agreement with your wireless carrier. Entrants agree that they are solely responsible for all data charges they may incur by entering this Promotion.

PLEASE NOTE THAT ANY AND ALL ENTRIES AND METADATA SUBMITTED FOR THIS PROMOTION MAY BE PUBLICLY VIEWABLE. IN ADDITION, ENTRANTS ACKNOWLEDGE THAT THEIR ENTRIES MAY BE REPOSTED BY THE PUBLIC OR OPEN TO PUBLIC COMMENTARY, FOR WHICH SPONSOR SHALL NOT BE LIABLE.

You may be asked to receive promotional emails or offers. This is optional and does not affect your chances of winning a prize in the Promotion. You are NOT required to give consent to receive such emails or offers in order to be able to participate in the Promotion or to win any prize in the Promotion. To the extent you do agree to receiving such emails or offers, then your personal information will be handled in accordance with Rule 14 below.

**5. PRIZES.** The Prizes awarded will be as follows: (i) the First Prize Winner will receive US \$5,000.00; a bundle from Kris London’s Range drop on XSET.com, and an autographed basketball (ARV: \$7,500) (ii) the Second Prize Winner will receive a bundle from Kris London’s Range drop on XSET.com and an autographed basketball (ARV: \$2,500); and (iii) the Third Prize Winner will receive a bundle from Kris London’s Range drop on XSET.com (ARV: \$500).

Each Winner will be solely responsible for paying all applicable federal, state or local taxes on their

Prizes. For First Prize Winners, Sponsor will report the total value of the prize won to the Internal Revenue Service (“**IRS**”) via 1099 Tax Form (or to the Canadian Revenue Agency (“**CRA**”), if applicable). The First Prize Winner, or their parent or legal guardian in the case of a Qualified Minor, agrees to complete a W9 Tax Form with their Social Security Number (W8-BEN for Canadian winners) and to otherwise cooperate with Sponsor as to Sponsor's compliance with the IRS, CRA and other tax reporting requirements. Winners should allow up to 8-10 weeks after completion of the prize claim procedure (including, if applicable, the return of their signed, notarized affidavit) to receive their prize.

The following will apply in all cases: (i) prize award is subject to verification of entrant's full compliance with these Official Rules, as more particularly set forth in Rule 7 below; (ii) the prize is not transferable by winner; (iii) Sponsor may, in its sole discretion, award substitute prize(s) or prize component(s) of equal or greater value if advertised prize/prize component is unavailable at time of awarding for any reason; (iv) limit of one (1) prize per person; (v) prizes will be awarded in U.S. funds in the form of a check or direct deposit (with form of prize award being determined by Sponsor in its sole discretion); (vi) prizes will be awarded in the name of Winner's parent or legal guardian if Winner is deemed to be a Teen Minor at the time of prize fulfillment.

**6. WINNER SELECTION.** Sponsor will review all eligible entries received during the Entry Period and will select five (5) potential winners (the “**Top 5**”). On April 5, 2024, Kris London and SuperEvan will select their favorite three submissions (the “**Winners**”) from among the Top 5, ranking them first, second and third place, during a live Twitch stream {exact timing to be posted on XSET social channels prior to the stream}.

**7. POTENTIAL WINNER VALIDATION.** All Potential Winners are subject to verification by Sponsor, whose decisions are final. Sponsor will, in its sole discretion, determine the form of verification to prove eligibility, which may include, without limitation, proof of age and residence, phone number, social security or resident alien identification number (“**Proof of Eligibility**”), and potential Winners must provide Proof of Eligibility within fifteen (15) days of the date of being notified as a potential Winner. Sponsor will not accept screen shots, affidavits or other evidence of winning in lieu of its validation process. Any entry that occurs after the system has failed for any reason may be deemed a defective entry and void.

Potential Winners will be notified by DM within five (5) days of the announcement of the winners made via Twitch Stream (i.e. by April 10, 2024). If a potential Winner cannot be contacted or fails to submit Proof of Eligibility within the required time period, the potential Winner will be disqualified, all privileges otherwise due to them as a Winner will be terminated. A potential Winner is not a recipient of a prize as described above or deemed a Winner unless and until such potential Winner's eligibility

and the potential winning entry have been verified, and the potential Winner has been notified by Sponsor that verification is complete.

**8. GENERAL CONDITIONS.** Winning a prize is contingent upon fulfilling all requirements set forth herein. Winner is solely responsible for any and all expenses, relative to participation in the Promotion (including acceptance of any prize) not specified herein.

Once submitted, entries become the sole property of Sponsor and will not be acknowledged or

returned. In the event of a dispute as to any entry, the authorized account holder at the time of entry will be deemed to be the entrant. Potential Winners may be required to show proof of identification, and Sponsor may require that the potential Winner provide proof that their identification matches the user information associated with the winning entries (both at the time of entry and at the time of verification of a potential Winner). SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY POTENTIAL WINNER IF IT DETERMINES, IN ITS SOLE DISCRETION, THAT ANY USER INFORMATION WAS CHANGED OR FALSIFIED IN ORDER TO MEET ELIGIBILITY REQUIREMENTS.

All details related to the Promotion, or the prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. Arrangements for the fulfillment of the prizes will be made by Sponsor. In the event the operation, security or administration of the Promotion is impaired in any way for any reason, including, but not limited to fraud, virus, bug, unauthorized human intervention or other technical problem, or in the event the Promotion is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, Sponsor may, in its sole discretion, either: (i) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (ii) terminate the Promotion and, in the event of termination, award the prizes at random from among the remaining eligible, non-suspect entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or otherwise in an unsportsmanlike or disruptive manner. Any deliberate attempt by any person to alter or damage Sponsor's website or undermine the legitimate operation of the Promotion may be subject to civil and criminal damages, and should such an attempt be made, Sponsor reserves the right to seek damages (including attorneys' fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by Sponsor to enforce any provision of these Official Rules will not constitute a waiver of that provision.

Any violation of these Official Rules by any of the Winners or any behavior by any of the Winners that Sponsor deems in its good faith discretion to be odious, threatening, illegal or that is intended to abuse, threaten or harass any other person or bring any of the Promotion Entities or any other activity related to the Promotion or the prizes into disrepute or otherwise shed a negative light onto Sponsor, any of the Promotion Entities or the other Winners, will result in such Winner's disqualification as a winner of the Promotion and all privileges as a winner will be terminated immediately.

**8. ENTRY ERRORS.** Neither Sponsor nor any of the other Promotion Entities is responsible for lost, late, incomplete, stolen, damaged, misdirected, invalid or unintelligible entries, which will be disqualified. Neither Sponsor nor any other Promotion Entities is responsible for any interruptions to or unavailability of any equipment or service used in connection with the Promotion, including, without limitation: (i) any network, server, Internet, website, telephone, satellite, computer or other connection interruptions; (ii) any telephone, satellite, hardware, software or other equipment failures; (iii) garbled, misdirected or jumbled transmissions, or traffic congestion, (iv) other errors of any kind, whether human, technical, mechanical or electronic, or (v) the incorrect or inaccurate capture of entry or other information or the failure to capture any such information.

**9. AFFIDAVIT OF ELIGIBILITY; RELEASE.** As a condition of receiving a prize, a potential Winner, or if such potential Winner is a Qualified Minor, then their parent or legal guardian, acting

on their behalf, will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release of each of the Promotion Entities from any and all liability, loss, claims, demands and causes of action for personal injury and/or damage, theft, loss or any other harm suffered in connection with this Promotion; and, except where prohibited, a Publicity Release, advertising and publicity purposes without additional compensation (the “**Prize Claim Documents**”) within ten (10) days of the receipt thereof from Sponsor. Except where prohibited by law, participation in the Promotion and acceptance of the prize(s) constitutes Winner’s consent to Sponsor’s and Promotion Entities use of Winner’s name, likeness, voice, opinions and biographical information for publicity, advertising or promotional purposes in any media or manner, now known or hereafter devised, worldwide, without further payment, consideration, notice and approval. Entrants agree to the foregoing and, as Winners, entrants agree to obtain, upon request of Sponsor any additional documentation and releases necessary to prove their unrestricted ownership in all materials contained in their entry and Sponsor’s right to use such entry, in whole or in part, without limitation in all media and for any purpose whatsoever without compensation or further obligation to the winner. Sponsor is not obligated to use any of the above-mentioned information or materials but may do so and may edit such information or materials, at Sponsor’s sole discretion, without obligation or compensation. All federal, state and local laws and regulations apply. All entries become the property of the Sponsor.

**10. RELEASE AND INDEMNITY.** By participating in the Promotion or receiving a prize, entrants, and, in particular, potential Winners, agree to release, indemnify and hold harmless Sponsor, the Promotion Entities and each of their respective related companies, and all of their respective officers, directors, employees and agents (collectively, the “**Released Parties**”) for any liability, injury, death, loss or damages to entrant or any person or entity, including, without limitation, damage to personal or real property, caused in whole or in part, directly or indirectly, by participation in the Promotion (or related activities) or the acceptance, possession or use/misuse of the prize(s), including, but not limited to: (i) any technical errors associated with the Promotion, including lost, interrupted or unavailable ISP, network, server, wireless service provider or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (ii) unauthorized human intervention in the Promotion; (iii) mechanical, network, electronic, computer, human, printing or typographical errors; (iv) any other errors or problems in connection with the Promotion, including, but not limited to, errors that may occur in the administration of the Promotion, the announcement of the Winners, the cancellation or postponement of the event and/or the flyover, if applicable, or in any Promotion-related materials; or (v) injury, death, losses or damages of any kind. Entrants further agree that in any cause of action, the Released Parties’ liability will be limited to the cost of entering and participating in the Promotion and in no event will entrants be entitled to receive attorneys’ fees. Release Parties’ are also not responsible for any incorrect information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or used in the Promotion. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages.

**11. LIMITATIONS OF LIABILITY.** The Released Parties do not make any representation, warranty or guarantee, express or implied, relating to the Promotion or the First, Second or Third Prizes, and are not responsible for: (i) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment, hardware, software or programming associated or used with the

Promotion; (ii) technical errors, defects, delays or failures of any kind, including without limitation malfunctions, interruptions or disconnections in communications lines, Internet or website access, hardware or software; (iii) digital or electronic disruptions, e.g., viruses; (iv) unauthorized human intervention, e.g., hacking; (v) technical or human error which may occur in connection with any aspect of the Promotion; (vi) 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 Promotion, access to, copying or downloading materials from XSET.com or any other website, or receipt or use of any prize; or (vii) for any cancellation, suspension or postponement of any type of game or league, or event of force majeure.

SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**12. DISPUTES; ARBITRATION; CHOICE OF LAW.** Except where prohibited, each entrant agrees that: (i) any and all disputed claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of JAMS, then in effect (notwithstanding the foregoing, Entrant shall not be precluded from seeking relief in small claims court for disputes / claims within the scope of the jurisdiction of small claims court and any remedies available to Entrant under applicable federal, state or local law remain available to Entrant and are not waived pursuant to this section); (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for and Entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased and any and all rights to injunctive relief. The arbitrator hearing such dispute/claim/cause of action will be neutral and the Entrant will have a reasonable opportunity to participate in the selection of the arbitrator. Such arbitration will take place at a location near the Entrant's residence and the Entrant has the right to an in-person hearing in the arbitration proceeding, if desired. The arbitration will allow for the discovery and/or exchange of non-privileged information between Entrant and Sponsor. Should an Entrant initiate arbitration pursuant to this section, the Entrant shall be responsible for JAMS's fees to do so (approximately, \$250), with all other costs of such arbitration being borne solely by Sponsor. If Entrant is a California resident and Sponsor is the prevailing party in such arbitration, such Entrant will not be responsible for Sponsor's costs and fees in conjunction with the arbitration proceeding; BUT, IN ALL OTHER CASES, ENTRANT WILL BE RESPONSIBLE FOR SUCH COSTS/FEEES IF REQUIRED BY THE ARBITRATOR'S RULING. For the avoidance of doubt, the requirement to arbitrate disputes pursuant to this section is reciprocal and binding both upon Entrants and Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and/or Released Parties in connection with the Promotion, will be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of Delaware.

**14. PRIVACY.** Personal information provided in connection with the Promotion entry is subject to

Sponsor's privacy policy available at: <https://xset.com/pages/privacy-policy>.

**15. OFFICIAL RULES; WINNERS LIST.** For the Official Rules and names of Winners, mail a self-addressed, stamped envelope to: XSET UGC Range Challenge 2024, Challenge Winners, 400 Stuart Street, 19<sup>th</sup> Fl., Boston, MA 02116. All such requests must be received by May 10, 2024.

This Promotion is sponsored by XSET, Inc. It is in no way sponsored, endorsed, or administered by Instagram, X, TikTok or Twitch. Instagram, X, TikTok and Twitch are not responsible for this Promotion, or its administration and entrants are providing information to XSET and not to the aforementioned parties. Inquiries should be directed solely to XSET at the address set forth above or to [legal@XSET.com](mailto:legal@XSET.com).