

**SOLANA FOUNDATION NFT SHOWDOWN  
Official Rules**

**NO PURCHASE NECESSARY**

**1. Contest Overview.**

The Solana Foundation NFT Showdown (“Contest”) is an innovation challenge designed to encourage aspiring NFT community creators to focus on product innovation and sound business pitches.

**2. Definitions.**

“Administrator” means the Solana Foundation, Industriestrasse 47, 6302, Zug, Switzerland

“Content” means all materials, submissions, information, code, or otherwise submitted by Entrant in this Contest.

“Contest Sponsor” means a promotional sponsor of the Contest that is procured by Administrator.

“Creative Materials” means Contest-related marketing materials, which Administrator may produce based upon the Contest and which may include Entrant’s name, image, likeness, and Content.

“Entrant” means an Individual or a Team that meets the applicable eligibility requirements set forth in Section 3 of these Official Rules and that agrees to these Official Rules, and participates in the Contest.

“Project Submission” means the work product that an Entrant submits for entry into the Contest.

“Immediate Family” means an Individual who is a spouse, parent, sibling, child, or household member.

“Individual” means a natural person.

“Profile Information” means the information, including personal information, required to enter the Contest. This information may be used to identify an Individual and/or a team.

“Released Parties” means judges, any Contest Sponsor, the Administrator, participating vendors of the Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company’s officers, directors, employees and agents.

“Team” means two or more natural persons participating in the Contest collectively.

**3. Eligibility.**

The Contest is open to business-minded creators who are interested in launching an NFT brand with a focus on providing real-world products and solutions across various verticals. No existing projects will be accepted. The Contest is open to Individuals and Teams who meet all of the following requirements:

- (a) Individuals (including each individual on a Team, as applicable) are the age of majority in their country of residence or at least 18 years of age, whichever is older as of the start of the Contest.

- (b) Exclusions: Due to heightened U.S., UN, EU, and other sanctions and export control regulatory compliance risks or other restrictions, the following are **not** eligible: (i) persons located or ordinarily resident in: *Afghanistan, Belarus, Cuba, Iran, North Korea, Russia, Somalia, Syria, the Crimea/Sevastopol, Donetsk, Luhansk, Zaporizhzhia and Kherson regions of Ukraine, Venezuela, and Yemen*, or temporary or permanent residents of any country in which the Contest participation is prohibited by law or would impose undue hardship on either the Individual and/or the Administrator based on applicable national or multinational jurisdiction export control or sanctions restrictions; (ii) an Individual or Team, as applicable, subject to U.S. or other applicable sanctions, including those imposed by the U.S. Office of Foreign Assets Control; (iii) an Individual employed by an entity which is subject to U.S. blocking sanctions, Entity List restrictions, or other applicable asset freeze or prohibited party sanctions; and (iii) employees, contractors, directors and officers of the Administrator, a Contest Sponsor, or any of their subsidiaries, affiliates and agents, as well as the Immediate Family of each such employee.
- (c) Employer/Entity Permission/Acknowledgment – Individuals (including each individual on a Team, as applicable) hereby represent and warrant that their participation in the Contest will not violate any third-party rights or obligations, including without limitation policies or procedures of an employer or contractual obligations to or restrictions of an employer or other third party.
- (d) English – Individuals (including each individual on a Team, as applicable) must fluently speak, read, write, and understand English. All communications relating to this Contest will be conducted in English.
- (e) This Contest is void where prohibited.

#### **4. General Conditions of Participation.**

- (a) By clicking on the Official Rules checkbox at registration, Entrant signifies Entrant's acceptance of these Official Rules in their entirety. Receipt of any prize offered in this Contest is dependent upon Entrant's compliance in full with these Official Rules.
- (b) Entrant agrees that Administrator's decisions as to the determination of winners are final and binding.
- (c) Administrator seeks no promises or favoritism for itself or any of its related companies or affiliates in exchange for the opportunity to participate in the Contest. By entering the Contest, Entrant represents, warrants, and agrees that (i) Entrant's participation in the Contest – including acceptance of any prize – will not violate any law, regulation, policy or rule in Entrant's country, state, province, or local municipal location; and (ii) any potential prize is not in exchange for an agreement to influence a recent, pending or anticipated act or decision that may result in Administrator obtaining or retaining business or a business advantage.
- (d) To the extent permitted under applicable law, Entrant agrees that Administrator may cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest.
- (e) Entrant agrees that Administrator may disqualify any Entrant it finds to be tampering with the operation of the Contest or to be acting in violation of the Official Rules or in an

unsportsmanlike or disruptive manner. Any attempt by any Entrant to deliberately undermine the legitimate operation of the Contest may be a violation of the law, and Administrator reserves all rights to seek damages and other remedies (including attorneys' fees) from any such Entrant to the fullest extent permitted by law.

- (f) Administrator is not responsible for incorrect or inaccurate entry information or Content submitted by Entrant whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest.

- 5. Timing.** The Entry Period starts on at 7:00 am PT on June 5, 2023 and ends at 12:00 am PT on June 9, 2023. The winners will be announced in late June 2023.

Administrator's computer is the official time-keeping device for the Contest. Entrant is responsible for determining the corresponding time in his, her, or its jurisdiction. Please see world clock <http://www.timeanddate.com/worldclock> for time zone conversion information. Dates listed in the above chart may vary slightly. If any date is changed, Administrator will post the changes on the Contest site. Please check the site regularly.

**6. Entry.**

To submit your project pitch, put together a document in .pdf format and submit it on the website during the Entry Period. Entries / business pitches should include:

- (a) Your target audience
- (b) Problems to be solved with your utility or product(s)
- (c) Your business model and go-to-market strategy, which should detail your vision for launch and the real-world application of your product(s) and/or utility.
- (d) Your short and long-term community engagement and retention plans.
- (e) A high-level mock-up of your collection's art concept.
- (f) Bonus: How Solana NFT technologies, like state compression, trait swaps, xNFTs and more will be used to supercharge your project.

Limits: Each Entrant may only submit one (1) submission.

Entrants should not assume any right of confidentiality in any data or information divulged related to his, her, or its entry.

- 7. Winner Determination:** Entries will be judged and winners selected based on their business acumen, user-centric product thinking, innovative use of Solana technology, and real-world application including the following criteria:

- (a) Quality: How well thought out is this Project Submission as it relates to the submission parameters outlined on the landing page?
- (b) Potential Impact: How big is the total addressable market for this Project Submission? What will be the impact of this Project Submission on the broader Solana ecosystem?

- (c) Novelty: How unique is this Project Submission's concept?
  - (d) Tech: How well does this Project Submission utilize Solana's unique tech to create great UX that is integrated into the business plan?
  - (e) Business Plan: Is there a viable business plan present in this Project Submission that showcases thoughtful plans for long-term stability and scalability?
8. **Intellectual Property Retained by Entrant:** Administrator does not claim ownership of any entry. At all times during and after the Contest, Entrants retain any intellectual property rights they may have that are contained in and to their Project Submission. The protection of such intellectual property is the sole responsibility of the Entrant. Entrants should ensure that third parties do not have rights or claims on information or software programming language included in an entry.
9. **Intellectual Property Retained by Administrator:** Administrator shall, at all times, retain all rights, title, and interest, in and to any Creative Materials.
10. **Entrant's Personal Information:** Except as set forth herein, all information submitted by Entrant in the Contest will be treated according to the Administrator's Privacy Policy, available for review online at <https://solana.com/privacy-policy#use-of-information>. **BY EXPRESSLY AGREEING TO THESE OFFICIAL RULES AND BY PARTICIPATING IN THIS CONTEST, YOU ARE (I) AGREEING TO SHARE ANY INFORMATION YOU PROVIDE TO THE ADMINISTRATOR WITH JUDGES AND CONTEST SPONSORS, AND (II) OPTING IN TO RECEIVE EMAILS FROM SOLANA FOUNDATION.** Additionally, Entrant agrees that Entrant's personal information may be transferred and stored on servers outside Entrant's country of residence, which may not provide the same level of protection for personal information as in Entrant's own jurisdiction and that it may also be processed by staff operating in the United States who work for Administrator or for one of Administrator's third party agents or suppliers for the purposes outlined in these Official Rules. Entrant agrees to this transfer, storing or processing, and acknowledges that Administrator is taking reasonably necessary steps to ensure that such information is treated securely and in accordance with Administrator's Privacy Policy. If Entrant has any questions/concerns about the processing of Entrant's personal information, or wishes to exercise Entrant's rights in connection with such personal information, Entrant may contact the Administrator at: [operations@solana.com](mailto:operations@solana.com). Personal information collected may include first name and last name, email address, postal address, country, state or province and will be used to: (a) contact the Entrant in connection with the Contest; and (b) if the Entrant elects to receive additional information from Administrator, to send additional information to the Entrant. Entrants have a right of access to, modification and withdrawal of their personal data and the right of opposition to the data collection, under certain circumstances. To exercise such right, Entrant may write to [operations@solana.com](mailto:operations@solana.com). Administrator will not provide personal information to any third party, except as necessary to: (a) administer the Contest; (b) comply with legal requirements of any governmental authority, (c) protect and defend the rights or property of Administrator; and (d) enforce these Official Rules. **FOR INDIVIDUALS IN THE EUROPEAN ECONOMIC AREA (EEA) ONLY:** Entrant understands that: (i) Entrant has the right to withdraw consent to Administrator's use and storage of his/her personal information associated with his/her personal data at any time, but that such withdrawal will not affect the lawfulness of Administrator's processing (a) which is based on consent before such withdrawal; or (b) that Administrator undertakes for its legitimate business interests (such interests include the marketing and promotion of Administrator products and/or services); (ii) Entrant has certain rights in respect of the personal information associated with his/her personal information which Administrator holds

about him/her and that, subject to certain exemptions, Administrator has the right to request access to his/her personal information and have it rectified, erased or object to its processing, or to have access to it restricted, as well as the right to data portability; (iii) Entrant may have the right to receive a copy of the personal information which Administrator holds about him/her in a machine-readable format or transferred to another entity; (iv) The personal information associated with Entrant will be retained by Administrator for so long as is necessary in order to undertake the marketing and promotional activities for which it was originally collected; and (v) If Entrant is unhappy with how Administrator is processing the personal information associated with his/her personal information, Entrant may be entitled to lodge a complaint with a data supervisory authority of an EEA member state.

**11. Content Guidelines & Restrictions:** All Content must comply with the guidelines and restrictions stated below.

(a) Technical Guidelines and Restrictions:

- (i) All Content must be in English;

(b) Content Restrictions:

- (i) This Contest has a very strict No Plagiarism rule - by submitting an entry or any Content, Entrants represent, warrant and agree that Entrant has all rights, approvals and/or consents necessary to submit the entry on the terms provided and the entry does not infringe on the rights, intellectual property rights, copyright, right of privacy or publicity, moral right, utilize the trade secrets or confidential information of, any third party;
- (ii) All Content must not disparage or adversely affect the name, brand image, reputation or goodwill of Administrator or any other person or party affiliated with the Contest;
- (iii) Entrant must have permission from all Individuals that appear in any Content (if any) to use their name and likeness and to grant the rights set forth herein;
- (iv) All Content submitted must not contain any viruses, worms, spy ware, or other components or instructions that are malicious, deceptive, or designed to limit or harm the functionality of a computer;
- (v) All Content must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- (vi) All Content must not contain material that promotes bigotry, racism, hatred or harm against any group or Individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- (vii) All Content must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any country where Content is created or that violates the terms and conditions of any third-party video platform to which content has been uploaded.

**12. Winner Announcement and Requirements:** The winners will be announced on or about July 9, 2023.

Winning is contingent upon the execution of prize acceptance documents and/or any other documents that Administrator and/or the Contest Sponsors require and passing of the due diligence requirements of the Administrator and/or the Contest Sponsors.

**13. Prizes (values stated before taxes, if applicable):**

10 winners will be chosen and all winners will belong to the same tier and receive each of the following prizes.

- (a) Workshops with key industry members;
- (b) Office hours with Solana Foundation team members;
- (c) Mentorship with industry leaders; and
- (d) 1x Creator tickets to Breakpoint (valued at \$1,000 USD).

**14. Taxes and Other Restrictions and Limitations:**

- (a) Stated prize values do not include taxes or other fees that may be due on winner's receipt of a prize.
- (b) The prizes are non-transferable and no substitution is permitted, except with the express permission of Administrator.
- (c) Without limiting any of the prize exclusions set forth in this Section, winners are responsible for all tax reporting and payments that may be required under the laws of their respective jurisdictions.
- (d) By receipt of any prize, to the extent permitted by applicable law, winners release and hold harmless Administrator and Released Parties from and against any claim or cause of action, including, but not limited to, damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize. This release does not apply to claims against Administrator or the Released Parties for damages because of personal injury or death, and to claims for damages in case of intent or gross negligence by Administrator or the Released Parties.
- (e) If a prize, or any portion thereof, cannot be awarded for any reason, Administrator reserves the right to substitute prize with another prize of equal or greater value.
- (f) Nothing in these Official Rules is intended to exclude, restrict, or modify an Entrant's rights under applicable consumer laws.

**15. Limitations of Liability:** To the extent permitted under applicable law, Administrator and Released Parties are not liable for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing, typographical or other errors, or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including without limitation, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any aspect of the Contest; (4) late, lost, undeliverable, damaged or stolen mail or other communications; (5) any other claims of damages arising from participation in this promotion or acceptance or use of prizes; and (6) any claims by an Entrant that his or her or its Profile Information or Project Submission or any Content is

similar to or competitive with technologies or products independently developed by Administrator or received by Administrator from third parties, including from other Entrants.

**16. Disputes:**

- (a) Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually and without resort to any form of class action, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses. Entrant also hereby waives any and all rights to have damages multiplied or otherwise increased.
- (b) All disputes arising out of, connected with, or relating in any way to this Contest shall be finally resolved by arbitration under the ICC (International Chamber of Commerce) Rules. There shall be one arbitrator. Except where prohibited by law, the legal place of arbitration shall be the State of California, United States. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive laws of United States.
- (c) For Residents of Colombia, Finland, Germany and Spain only: The limitation to the amount of damages does not apply.
- (d) For Residents of Poland only: Complaints regarding the Contest proceedings may be submitted in writing to Administrator's address within 21 days of the end of the Contest. A written complaint should include: name, address of the Entrant, as well as detailed description of the complaint. A complaint will be resolved within 14 days of receipt by the Administrator. The decision will be communicated to the Entrant in writing by a registered letter sent to the address included in the complaint within 7 days of the resolution of the complaint.
- (e) All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Administrator in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

- 17. Severability:** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**18. Publication of Winners:** For a list of winners, visit <http://solana.com/nftshowdown>. The winner list will be posted in about 10 days after winner confirmation is complete.

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