**Solana NFT Celebration**

**Terms and Conditions**

This Solana NFT Celebration (the “**Promotion**”) is sponsored by the Solana Foundation, a nonprofit foundation company incorporated in Switzerland having an office at Industriestrasse 47, 6302 Zug, Suisse (the “**Solana Foundation**”). By entering the Promotion, you agree to be bound by these Solana NFT Celebration Terms and Conditions (these “**Terms**”) and all decisions of the Solana Foundation relating to the Promotion.

This Promotion is in no way sponsored, endorsed or administered by, or associated with Meta. You understand that you are providing your information to the Solana Foundation and not to Meta. You agree to release Meta from all claims arising out of, or in connection with, this Promotion. Any questions, comments or complaints regarding this Promotion should be directed to the Solana Foundation and not to Meta.

Eligibility for the promotion is limited to natural persons who are: (i) over the age of majority in their country or residence or at least 18 years of age, whichever is older as of the start of the Promotion; (ii) not currently named on an OFAC list as provided at http://www.treas.gov/ofac, or any person or entity prohibited under the OFAC programs, regardless of whether or not you appear on the OFAC list; (iii) not citizens of the following countries: Afghanistan, Belarus, Burma, Central African Republic, China (People’s Republic), Cuba, Cyprus, Democratic Republic of the Congo, Eritrea, Haiti, Hong Kong, Iran, Iraq, Italy, Kenya, Kyrgyzstan, Lebanon, Libya, North Korea, Russia, Somalia, South Sudan, Sudan, Syria, Taiwan, Ukraine, Venezuela, Yemen, and Zimbabwe; (iv) not temporary or permanent residents of any country in which the promotion is prohibited by law or would impose undue hardship on either the individual participant and/or the Solana Foundation based on applicable national or multinational jurisdiction export control restrictions; (v) not employed by a government or private entity which is at any point during the Promotion Term subject to applicable U.S. export control sanctions; and (vi) not employees, contractors, directors and officers of the Solana Foundation or any of its subsidiaries, affiliates and agents, nor the spouse, parent, sibling, child, or household member of any such employee (collectively, the “**Eligibility Requirements**”).

By entering the Promotion, you represent and warrant that (a) you meet the Eligibility Requirements, and (b) your participation in the Promotion 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.

“**Promotion Term**” means the seven (7) day period of time commencing at 9 AM Eastern Time on November 5, 2022 and continuing until 8:59 AM Eastern Time on November 12, 2022.

“**Reward**” means a non-fungible token created and made available by the Solana Foundation that represents participation in this Promotion.

To participate in the Promotion, you must take all of the following steps during the Promotion Term:

1. Log into your Instagram or Facebook account and connect a software-based digital wallet compatible with the Solana blockchain (“**Digital Wallet**”) to such account.
2. Using the Instagram or Facebook NFT platform interface and services enabled thereby (the “**Meta NFT Platform**”), post one or more non-fungible tokens based on the Solana blockchain (each, a “**Solana NFT**” and each such post, a “**Post**”) on the Meta NFT Platform.
3. Navigate to [https://solana.com/instagram](https://solana.com/Instagram) or https://solana.com/meta on a web or mobile browser and, using the functionality then-currently enabled by the site, provide the Solana Foundation with (a) the address of the Digital Wallet that you connected to Instagram and (b) a valid, active hyperlink to the Post (together, an “**Entry**”).

Each unique Post can be associated with only one (1) Entry. A Post must be live as of the close of the Promotion Term in order for your Entry to be valid. Each winner will receive one (1) Reward. Reward(s) will be airdropped to the Digital Wallet associated with the applicable valid Entry within 30 days of the end of the Promotion Term. The Solana Foundation assumes no responsibility or liability to you in connection with any aspects of your participation in, or failure to participate in, the Promotion. If for any reason the Promotion is not capable of running as planned, including without limitation as a result of any failure of the Meta NFT Platform, then the Solana Foundation reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. In the event of any ambiguity or error(s) in these Terms, Solana Foundation reserves the right to clarify or modify these Terms however it deems appropriate to correct any such ambiguity or error(s). Solana Foundation may prohibit any person from participating in the Promotion or winning a Reward if, in its sole discretion, it determines that said person is attempting to undermine the legitimate operation of the Promotion. These Terms incorporate by reference the Solana Foundation Terms of Service available at <https://solana.org/tos>, and any disputes arising from or related to the Promotion shall be resolved in accordance with the dispute resolution process therein. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. The Solana Foundation’s use of your registration information is governed by our Privacy Policy available at <https://solana.org/tos>. Your use of the Meta NFT Platform is subject to the then-current terms and conditions of the Meta NFT Platform, and the Solana Foundation shall have no liability to you arising from or in connection with the same.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AS A RESULT OF YOUR PARTICIPATION IN THE PROMOTION. WITHOUT LIMITING THE FOREGOING, WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF SOLANA NFTS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED DIGITAL WALLET FILES; (IV) UNAUTHORIZED ACCESS TO APPLICATIONS; (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR TOKENS; OR (VI) ANY USE OR MISUSE OF THE META NFT PLATFORM BY YOU OR ANY THIRD PARTY.