**Solana NFT Celebration Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.**

**OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO, AS OF THE TIME OF ENTRY, ARE AT LEAST 18 YEARS OLD.**

**VOID IN ALL JURISDICTIONS OTHER THAN THOSE STATED ABOVE AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

1. **Sponsor**

Solana Foundation, Industriestrasse 47, 6302 Zug, Switzerland (“**Sponsor**”).

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

1. **Eligibility**

The Solana NFT Celebration (the “**Sweepstakes**”) is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry. Void where prohibited or restricted by law.

The following individuals are not eligible to enter or win a prize: employees, representatives, agents, directors, and officers of the Sponsor, its parents, subsidiaries, affiliated companies, and marketing agencies, or of any other parties involved in the administration of the Sweepstakes (Sponsor, collectively with the foregoing, the “**Sweepstakes Parties**”) and each of the immediate family members of such excluded individuals (i.e*.*, spouses, parents, children, siblings and the “steps” of each) and all persons living in the same household of each. By participating in this Sweepstakes, entrants agree to be bound by these official rules (“**Official Rules**”) and by the decisions of the Sponsor, which shall be final in all matters relating to the Sweepstakes.

1. **Sweepstakes Entry Period**

The Sweepstakes begins on November 5, 2022 at 9 AM Eastern Time and ends on November 12, 2022 at 8:59 AM Eastern Time (“**Entry Period**”). Sponsor’s computer is the official time keeping device for the Sweepstakes.

1. **How to Enter**

NO PURCHASE NECESSARY AND NO ENTRY FEE, PAYMENT OR PROOF OF PURCHASE IS NECESSARY TO PARTICIPATE.

There are two (2) ways to enter the Sweepstakes:

1. Post a Solana NFT to Instagram or Facebook: To enter the Sweepstakes through posting, you must take all of the following steps during the Entry Period:
   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> 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 or Facebook and (b) a valid, active hyperlink to the Post.
2. Alternative Postal Mail Method of Entry: You can also enter the Sweepstakes by legibly hand printing your full name, complete postal address (including zip code), home telephone number, e-mail address and the words “Solana NFT Celebration” on a plain 3” x 5” card or piece of paper and mailing it with proper postage affixed in a sealed #10 envelope to: Solana Foundation, ATTN: Matty Taylor, at 268 Bush St. #3131 San Francisco, CA 94104.

Limit of one (1) mail-in entry per stamped outer mailing envelope. You will receive one (1) entry for each completed eligible mail-in entry received, subject to the entry limitation stated below. Each mail-in entry must be postmarked by November 9, 2022 and received by Sponsor no later than November 15, 2022. Sweepstakes Parties assume no responsibility for lost, late, incomplete, stolen, misdirected, illegible or postage-due entries or mail. No mechanically reproduced entries permitted. Illegible/incomplete entries are void.

You may receive a maximum of 25 entries in the Sweepstakes, regardless of the method of entry.

Compliance with the entry requirements will be determined by Sponsor in its sole discretion. Entries that violate, as determined by the Sponsor, in its sole discretion, these entry requirements or do not meet the entry deadlines will be disqualified from the Sweepstakes.

1. **Odds of Winning**

Odds of winning depend on the number of eligible entries received.

1. **Winner Selection and Notification**

Ten (10) entrants will be selected as the winners.

On or about November 19, 2022, Sponsor will select the winners based on a random drawing from all eligible entries received during the Entry Period. Sponsor will attempt to notify the winners via email to the email address provided with entrant’s entry.

The winners are subject to verification, including verification of age and residency.

If a winner (i) is determined to be ineligible or otherwise disqualified by Sponsor, (ii) fails to respond to Sponsor’s first winner notification message within 48 hours of notification or after two (2) attempts (whichever occurs first), (iii) fails to timely provide any information requested by Sponsor (e.g., information needed by Sponsor to deliver the prize) or timely execute and return any documents required by Sponsor, the winner will be disqualified and forfeit all interest in the prize. If a winner is disqualified, Sponsor reserves the right to select a substitute winner or not award the unclaimed prize.

1. **Prizes and Prize Claims**

The total Approximate Retail Value (“ARV”) of all prizes offered in this Sweepstakes is $10,000. All amounts are in United States dollars. Each entrant may only win one (1) prize in the Sweepstakes.

The right to receive a prize cannot be transferred or assigned. No cash or other prize substitution is permitted, except at the sole discretion of the Sponsor. The prize is subject to availability and if the prize cannot be awarded for any reason, Sponsor reserves the right in its sole discretion to substitute the prize with one of comparable or greater retail value.

DIGITAL WALLET AND LIABILITY RELEASE REQUIREMENT:

To claim and receive the prize, each winner must first establish a digital wallet (an “**Eligible Wallet**,” as described further below) that is compatible with the Solana blockchain. Each winner must also execute any liability release that Sponsor may reasonably require as a condition of awarding a prize. Such release must be executed by the winner and returned to Sponsor within fifteen (15) days of Sponsor’s request for same.

An “**Eligible Wallet**” is a hosted wallet (i) capable of receiving and custodying the prize from the prize provider; and (ii) that is operated by a third-party wallet provider that complies with all applicable laws and is not subject to or in a country subject to any OFAC or other sanctions regime.

Prizes will be airdropped to the Digital Wallet associated with the applicable valid entry (as long as it is an Eligible Wallet), or such other Eligible Wallet as communicated in writing by the applicable winner. If a winner fails to or is otherwise unable to create an Eligible Wallet within a reasonable time of being notified of their selection by Sponsor (not to exceed thirty (30) days), such winner will be disqualified from eligibility for the prize and forfeit all rights to and interests in the prize, and the prize will not be awarded. No alternative prize or other substitute compensation of any kind will be awarded in these circumstances.

ARTWORK LICENSED NOT OWNED:

Winners acknowledge and agree that the prizes are unique digital assets that embody or include certain third-party intellectual property (the “**Artwork**”). The Artwork is neither stored nor embedded in the prize but is accessible through the prize. Winners acknowledge and agree that, although they will own the prize when transferred to them, the Artwork embodied in such prize is licensed, and not transferred or sold, to the winners. Winners acknowledge and agree that the license they receive in and to such Artwork (i) is limited to the terms of the license expressly granted to a then-current owner of the prize by the owner of such Artwork and (ii) is automatically and always transferred with the prize. If at any time a winner sells, trades, donates, gives away, transfers, or otherwise disposes of the prize, winner’s license in and to the Artwork shall automatically terminate.

EACH WINNER ACKNOWLEDGES AND AGREES THAT THE PRIZES ARE AN INTANGIBLE DIGITAL ASSET THAT EXISTS ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE SUPPORTING BLOCKCHAIN, AND THAT SPONSOR CANNOT AND DOES NOT GUARANTEE THAT THE PRIZE WILL HAVE OR RETAIN ANY INHERENT VALUE OR THAT I WILL BE ABLE TO MONETIZE THE PRIZE IN ANY WAY.

EACH WINNER AGREES TO ACCEPT THE PRIZES “AS IS”, AND ENTRANTS HEREBY ACKNOWLEDGE THAT SWEEPSTAKES PARTIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZES, INCLUDING BUT NOT LIMITED TO (A) ANY EXPRESS WARRANTIES PROVIDED EXCLUSIVELY BY A PRIZE SUPPLIER THAT ARE SENT ALONG WITH THE PRIZE OR (B) THEIR QUALITY OR MECHANICAL CONDITIONS. SPONSOR HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

PRIZE VALUES AND TAXES:

The winners are solely responsible for all federal, state, local, or other applicable taxes associated with the acceptance and use of the prize. Each winner agrees and acknowledges that Sponsor may be required to withhold and remit a portion of prize value to comply with applicable tax laws. Each winner also agrees to provide Sponsor any information or documentation requested for tax reporting purposes, including, without limitation, an IRS Form W-9 or the equivalent, which will include my valid Social Security Number or taxpayer identification number, to enable Sponsor to fulfill its tax reporting obligations in connection with such winner’s receipt of the prize.

Each winner acknowledges and agrees that Sponsor will report to the Internal Revenue Service the fair market value of the prize based on the published floor price of the prize on Magic Eden (<https://magiceden.io/>) at the time of its transfer to winner. Each winner agrees that the foregoing value estimated by Sponsor, and any subsequent fair market value estimated by Sponsor based on the published floor price of the prize on MagicEden at the time of transfer to the winner (or, if no such price is published, then the floor price of comparable NFTs made available by the same prize provider), are reasonable estimates of the fair market value of the prize. The winners understand that Sponsor is not providing any advice regarding tax requirements in connection with their acceptance of the prizes.

**THE WINNERS ACKNOWLEDGE AND AGREE THAT THE VALUE OF THE PRIZES ARE SUBJECT TO CHANGE AND THERE IS A SUBSTANTIAL RISK THAT THEY COULD LOSE VALUE (POSSIBLY ALL VALUE) AS A RESULT OF MARKET ACTIVITY BEFORE OR AFTER THE PROVISION OF THE PRIZES. THE LEGAL AND REGULATORY REGIME GOVERNING DIGITAL ASSETS, INCLUDING THE PRIZES, IS EVOLVING, AND NEW REGULATIONS OR POLICIES MAY MATERIALLY ADVERSELY AFFECT THE VALUE OF THE PRIZES. THE WINNERS ACKNOWLEDGE AND AGREE THAT NO FLUCTUATION IN THE VALUE OF ANY DIGITAL ASSET, INCLUDING ANY CRYPTOCURRENCY, SHALL IMPACT THEIR RIGHTS AND OBLIGATIONS HEREUNDER.** Each winner further agrees that the transfer to them of the prize shall completely satisfy Sponsor’s obligations to provide any prize to such winner in connection with the Sweepstakes, regardless of whether the value of the prize declines before the date the prize is transferred to the winner.

All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the applicable winner.

1. **Publicity**

Except where prohibited by law, by accepting a prize, each winner hereby grants Sponsor and its representatives an irrevocable, perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to use, distribute, and publicly display such winner’s name and information about the prize award, in any way, at any time, in any and all media, including without limitation, for use in advertising and marketing, without any additional approval or consideration. By accepting a prize, each winner represents and warrants that he or she has the right to grant the foregoing license.

1. **Limitations of Liability of Sweepstakes Parties**

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE (I) THE SWEEPSTAKES PARTIES SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH (A) THE SWEEPSTAKES OR (B) ANY PRIZE AWARDED, AND (II) YOUR REMEDIES FOR ANY CLAIMS RELATING THE SWEEPSTAKES ARE LIMITED TO YOUR ACTUAL OUT-OF-POCKET EXPENSES OF PARTICIPATION IN THE SWEEPSTAKES (IF ANY).

The Sweepstakes Parties assume no liability and are not responsible for, and by entering the Sweepstakes you hereby waive and release the Sweepstakes Parties from, any actions, claims, damages, losses or injuries of any kind (collectively “**Claims**”) arising in connection with the Sweepstakes and/or the receipt, use or misuse of any prize, including without limitation, Claims relating to: (i) the malfunction of any computer, telephone, mobile device, network, satellite, hardware, software or communications line; (ii) unauthorized human intervention; (iii) incorrect, delayed or inaccurate transmission, winner notifications, prize claims or other information or communications relating to the Sweepstakes, or the failure to capture or transmit any such information; (iv) damage to any person’s computer or mobile device; (v) any errors in these Official Rules, winner notifications or other announcements or communications relating to the Sweepstakes; or (vi) any use or misuse of the Meta NFT Platform by entrant or any third party. In the event of any ambiguity or error(s) in these Official Rules, Sponsor reserves the right to clarify or modify these Official Rules however it deems appropriate to correct any such ambiguity or error(s). If due to an error or for any other reason, more legitimate prize claims are received than the number of prizes stated in these Official Rules, Sponsor reserves the right to award only a single prize from a random drawing of all eligible entries. In no event will more than the stated number of prizes (i.e., one prize) be awarded.

**LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND PURSUE ALL OTHER REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

Sponsor may prohibit an entrant from participating in the Sweepstakes or winning the prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or any Sweepstakes Parties.

For California Residents Only: Entrant hereby waives California Civil Code Section 1542, which states, **“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”**

1. **Sponsor’s Reservation of Rights**

If the Sweepstakes is not practically capable of running as planned for any reason outside the control of the Sponsor, including without limitation, due to a force majeure event or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, government orders, natural disasters, the effects of COVID-19 or any pandemic, the failure of the Meta NFT Platform, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to modify, suspend, or cancel the Sweepstakes. In the event of cancellation, Sponsor reserves the right to select a winner from a random drawing of all non-suspect, eligible entries submitted as of the time of cancellation.

1. **Governing Law**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of entrants and the winners, and the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Delaware, without giving effect to any choice of law or conflict of law rules. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

1. **Miscellaneous**

These Official Rules incorporate by reference the Sponsor’s Terms of Service found here https://solana.org/tos, and any disputes arising from or related to the Sweepstakes shall be resolved in accordance with the dispute resolution process therein.

Your use of the Meta NFT Platform is subject to the then-current terms and conditions of the Meta NFT Platform, and Sponsor shall have no liability to you arising from or in connection with the same.

1. **Privacy**

Any personally identifiable information collected during an entrant’s participation in the Sweepstakes will be collected and used by Sponsor and its designees for the administration and fulfillment of the Sweepstakes and as otherwise described in these Official Rules and Sponsor’s privacy policy available at https://solana.org/tos.

1. **Winner List**

For the name of the winner, send an email to matty@solana.org with “Solana NFT Celebration – Winners List” in the subject line. Requests must be received no later than sixty (60) days after the end of the Entry Period.