

Reward Terms & Conditions

OFFER GOOD UNTIL SEPTEMBER 30, 2021 OR WHILE SUPPLIES LAST. ALLOW 90 DAYS FOR DELIVERY.

Any person (“you” or “your”) visiting www.bitski.com (the “Website”), including those who purchase any items offered by Candy Digital, Inc. (“Candy Digital”), agrees to be bound by the following Reward Terms & Conditions (“Reward Terms”), as well as our [Privacy Policy](#), [Terms of Use](#), and any applicable additional terms (which are incorporated herein).

1. Promotional Offer: To receive an additional non-fungible token (“NFT”) and/or a physical item (for example, a print, poster, book, or card catalogue), each to be selected by Candy Digital in its sole discretion, (“Reward”), go to the Website and (i) from August 9, 2021 – September 30, 2021 (“Primary Sale Period”), purchase all thirty (30) of the MLB Stadium Series Open Edition NFTs (the “Open Edition NFTs”) and (ii) hold all thirty (30) of the Open Edition NFTs in your Bitski digital wallet until the conclusion of the MLB 2021 World Series. If you qualify for this promotional offer (the “Promotion”), the additional NFT Reward, if any, will be delivered to your Bitski digital wallet and the physical item Reward, if any, will be shipped to the home address that you have provided to us, both within ninety (90) days following the Primary Sale Period. The Promotion is limited to residents of the fifty (50) United States and District of Columbia, aged 18 or older. Limit one (1) per person. You must have a valid home street address and a Bitski digital wallet. Subject to NFT [Additional Terms](#). No substitutions or cash redemptions. Any applicable taxes (if any) are the sole responsibility of the Reward recipient.

2. General Conditions: Candy Digital reserves the right in its sole discretion to not redeem the Reward of any individual they find to be (i) engaging in fraud or undermining the legitimate operation of this Promotion, (ii) acting in an abusive, fraudulent, deceptive or disruptive manner, and/or (iii) in violation of these Reward Terms. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law and should such an attempt be made, Candy Digital reserves the right to seek damages from any such person to the fullest extent permitted by law. Candy Digital reserves the right to make the final decision with respect to admission and/or redemption and fulfillment of the Reward, in its sole discretion.

Candy Digital reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Promotion should (in its sole discretion) virus, bugs, non-authorized human intervention, cheating, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. Void where prohibited or expired. Candy Digital is not responsible for late, non-compliant, or misdirected requests. Requests not complying with all offer requirements will not be honored. Duplicate requests will constitute fraud.

By participating, you agree to release and hold harmless Candy Digital and its respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the “Released Parties”), from and against any liability, loss, claims or causes of action arising out of participation in the Promotion and/or receipt, use or misuse of the Reward, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical, mechanical or printing errors; (c) the administration of the Promotion (including any errors) and/or the processing fulfillment or redemption of requests; and/or (d) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Promotion or receipt or use of any Reward. You further agree that in no event shall the Released Parties be liable for attorney’s fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

3. Governing Law. These Reward Terms shall be governed by the laws of the State of New York.

4. Arbitration; No Class Action.

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. Your participation in the Promotion constitutes your acceptance of this Arbitration provision.

As a condition to participating in the Promotion, you and we agree that any and all disputes, claims and causes of action (collectively, "Claims") arising out of or connected with the Promotion and/or the Reward (except for small claims court Claims, if applicable) shall be resolved exclusively by binding arbitration under the rules of the American Arbitration Association ("AAA"), including the Supplementary Procedures for Consumer-Related Disputes, for full and final settlement of such Claim applying the Federal Arbitration Act and other federal arbitration laws. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO SUE OR GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT. YOU AND WE ALSO AGREE THAT (A) ANY CLAIMS WILL BE RESOLVED INDIVIDUALLY NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE, MEMBER OF OTHERWISE ON BEHALF OF OTHERS IN ANY PURPOSED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING AND NOT THROUGH ANY CLASS ACTION, (B) IF A CLAIM PROCEEDS IN COURT ANYWAY, WE BOTH WAIVE ANY RIGHT TO A JURY TRIAL; AND (C) EITHER YOU OR WE MAY SEEK A COURT INJUNCTION REGARDING INTELLECTUAL PROPERTY INFRINGEMENT. ARBITRATION DOES NOT INVOLVE A JUDGE OR JURY.

5. Sponsored by: Candy Digital, Inc., 180 Madison Avenue, 21st Floor, New York, NY 10016.