

**Effective date: May 15, 2024**

## **NOVAKID OFFICIAL CONTEST RULES**

### **1. General Terms**

- 1.1. These Novakid Official Contest Rules (hereinafter referred to as **“Rules”**) apply to any contest, sweepstake, giveaway or any other advertising campaign (hereinafter referred to as **“Contest”**) organized and sponsored by Novakid Inc., a company incorporated under the laws of State Delaware, USA with its principal business address at 548 Market Street Suite 8291 San Francisco, CA 94104 (hereinafter referred to as **“Novakid”** or **“Organizer”**).
- 1.2. By participating in the Contest each participant unconditionally accepts and agrees to comply with and abide by these Rules and and the decisions of Novakid, which shall be final and binding in all respects.

### **2. Participation**

- 2.1. All Contests are open to individuals who have reached at least 18 years of age or any other legal age of majority in the country of residence, and who reside in one of the countries where the Contest is being held. If you are under the age of 18 or any other legal age of majority in the country of residence, you cannot participate in the Contest. Please note that this does not encompass the children but the parents.
- 2.2. The officers, directors, managers and employees of the Organizer, its branches, subsidiaries and affiliated companies, as well as close relatives and (or) persons living with these people are not eligible to participate in the Contest.
- 2.3. All Contests can take place through various official communities of Novakid, including but not limited to social media platforms, websites and its domains, etc. Contests held by Novakid are not sponsored by, managed by, supported by, administered by, or connected in any way with Facebook, Twitter, YouTube, Instagram (hereinafter referred to as **“Platforms”**).
- 2.4. Participants are limited to submitting just one entry each if otherwise is not provided by additional terms of the Contest published by Novakid. This regulation also applies in case of a cross-platform Contest, such as Facebook and Instagram.
- 2.5. Automated or robotic entries will be disqualified. Any attempt by participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void participant's entries and that participant may be disqualified. Novakid reserves the right to disqualify participants if Novakid learns that participant does not comply with these Rules or the participant has

otherwise violated the dignity of the Contest or grossly breached the Contest conditions or otherwise behaved contrary to good morals.

- 2.6. If participants need to use Novakid intellectual property to participate in the Contest as per the particular Contest's conditions, Novakid grants to the participants a personal, non-exclusive, non-transferable, revocable license to use the intellectual property solely for non-commercial purposes related to the participation in the Contest. Entrants must use the licensed materials in compliance with the condition of the Contest and these Rules, and are not permitted to use Novakid's intellectual property for any other purposes. Novakid reserves the right to revoke the granted license at any time for any reason or without reason.
- 2.7. Drawings, photographs, videos, and other materials submitted for the Contest (hereinafter referred to as "**Material**"), must comply with all applicable laws and regulations, moral and ethical standards. Any Material that does not meet the applicable requirements may be removed, and the entrant responsible for its submission may be disqualified from the Contest. Participant and not Novakid is solely liable for violation of any applicable regulations in connection with Material, including copyright, and shall indemnify and hold Novakid harmless from any liability arising in connection with the violation.
  - 2.7.1. By submitting the Material, the entrants are granting to Novakid a royalty-free, perpetual, exclusive, irrevocable license to publish, distribute, reproduce, and create derivative works from the Material. This includes modifying, abbreviating, adding to, providing illustrations, preface, afterword, comments, or any explanations. Novakid has the right to use the Material for its own purposes on all media platforms, including social media, without indicating the entrant's name.
  - 2.7.2. Material submitted for the Contest must be the product of the entrant's own creativity. Any Material not created by the entrant or containing images or information about individuals without their consent may result in legal consequences.
  - 2.7.3. The entrants guarantee that: (i) they are the sole author and owner of the submitted Material; (ii) submitted Material does not violate any rights or legitimate interests of third parties, including, but not limited to, rights to trademarks, copyrights, related rights, and privacy; (iii) no other party has legal claims to the Material due to publishing or development contracts or any other agreements. If the status of the Material changes, the entrant agrees to promptly inform the Organizer.

### **3. Selecting winners**

- 3.1. The winner(s) of the Contest may be selected at the sole discretion of Novakid, either through a random or non-random process as outlined in the additional terms

of the Contest published by Novakid. Novakid reserves the right to utilize various online platforms or/and services for the winner selection. However, Novakid is not responsible for their performance and/or errors. The decision of the Organizer shall be final with respect to any Contest matter, including the determination of the winner.

- 3.2. The winner(s) will be notified by email, or/and direct messages in social media. Potential winner(s) must accept the Prize and provide any additional data as it directed by Novakid within 7 (seven) calendar days of notification. Novakid is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or winner's failure to adequately monitor any email account or/and direct messages. In the case of failure to provide the required data in reasonable time (no longer than 7 days), the winner loses the ability to obtain the Prize.
- 3.3. The winner(s) give their permission to publish the results and information about the winner(s) of the Contest on Novakid's website, social media accounts and by other means necessary to fulfill its obligation to inform the participants and public.

#### **4. Prize(s)**

- 4.1. In each Contest, a participant can receive a gift, prize or/and any other reward (hereinafter referred to as "**Prize**") once, if otherwise is not provided by additional terms of the Contest published by Novakid.
- 4.2. Prizes cannot be transferred, redeemed for cash or substituted by the winner. Novakid reserves the right in its sole and absolute discretion to award a substitute Prize of equal or greater value if a Prize described in these Rules is unavailable or cannot be awarded, in whole or in part, for any reason.
- 4.3. Novakid makes no representation or warranty concerning the appearance, safety or performance of any Prize awarded. Restrictions, conditions, and limitations may apply. Novakid will not replace any lost or stolen Prize items.
- 4.4. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the Prize winner, if it does not contradict the legislation of the country where the Contest is held. Otherwise, these costs are allocated in accordance with such legislation. Failure to comply with the Rules will result in forfeiture of the Prize.

#### **5. Limitation of Liability**

- 5.1. Novakid assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of the Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line

failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Contest or download of any materials in the Contest.

- 5.2. If, for any reason, the Contest is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Novakid reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. In such an event, the Organizer shall immediately suspend all drawings and Prize awards, and the Organizer reserves the right to award any remaining Prizes (up to the total approximate retail value) in a manner deemed fair and equitable by Novakid.

## **6. Privacy**

- 6.1. Any personal information supplied by entrants will be subject to the [Novakid Privacy Policy](#).
- 6.2. By entering the Contest, each participant grants Novakid permission to share their email address and any other personally identifiable information with Novakid's partners, agents and/or services providers for the purpose of the Contest administration and Prize fulfillment and delivery. Entrants give their permission to publish the results and information about the winner(s) of the Contest on the Organizer's website, social media accounts and by other means necessary to fulfill its obligation to inform the participants and public.

## **7. Final provisions**

- 7.1. All detailed information related to the conducting the specific Contest (e.g. selection process for the winner, prize specifics, timeline etc.) will be released separately on each occasion as Additional terms of the Contest for each Contests conducted by Novakid.
- 7.2. In case any provision in these Rules shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
- 7.3. These Rules can be amended any time by Novakid without notification, provided that such amendments are necessary in order to assure proper and safe conduct of the Contest, and to prevent misuse or fraud in particular.