

# CONTEST TERMS AND CONDITIONS

## ARTICLE 1 – ORGANIZER AND CONTEST

1.1. The Contest ("Contest") is organized by Tokenomeme SAS (hereinafter referred to as the "Organizer"), a French "société par actions simplifiée" (SAS) with a capital of 100 (€) euros, registered at the Créteil Trade and Companies Register Center (R.C.S.) under the number 904 907 706, having its registered office at 3 avenue du Docteur Tourasse 94100 Saint-Maur-des-Fossés, France, and having an intra-community VAT number FR38904907706.

Tokenomeme SAS is therefore represented by its President, Mr. Alexis Proutet, and has for email "kontakt@tokenomeme.wtf "

1.2. By participating in the Contest, participants (hereinafter referred to as the « Participants ») agree to be bound by these Contest Terms and Conditions (<https://www.tokenomeme.wtf/Ended-Contest-terms-conditions.pdf>) and the General Terms and Conditions of Tokenomeme ([https://www.tokenomeme.wtf/Terms\\_conditions\\_tokenomeme.pdf](https://www.tokenomeme.wtf/Terms_conditions_tokenomeme.pdf)), including but not limited to the articles and sections regarding the Site and Social network Content (article 5), the User Generated Content (article 6), the Risk acceptance (article 8), the limitation of liability (article 9) and the intellectual property rights (article 11).

## ARTICLE 2 – TERMS OF PARTICIPATION

2.1. Participants must read and accept both the « Contest Terms and Conditions » and the « General Terms and Conditions of Tokenomeme » stipulated in section 1.2 of herein.

**2.2.** The Contest is open to individuals who have legal capacity in their country.

Therefore, the Participant recognizes detaining the legal capacity to participate in the Contest and use the Services in his country, has reached the age of majority, and is not under guardianship or trusteeship.

The Participant certifies not to be subject to any restrictions and to have all the necessary authorizations to (i) own NFTs any Crypto-assets, including but not limited to ETH, MATIC, BNB, USDT and (ii) use any Tokenomeme services and Third-party services related to blockchain technology such as <https://galxe.com/>, <https://crew3.xyz/>, and <https://metamask.io/>.

Tokenomeme is not responsible for the Participant's failure to comply with any applicable state or local regulations. The Contest and Prizes (the « Prizes ») offered by Tokenomeme are worldwide in scope, with the exception of PEPs ("politically exposed persons").

**2.3.** The Contest is accessible at the following addresses:  
<https://crew3.xyz/c/tokenomeme/questboard> ; <https://galxe.com/Tokenomeme> ;  
<https://www.tokenomeme.wtf/>.

Participation in this Contest is open to any individuals having the equipment and a connection allowing access to the Internet. Participation is exclusively by electronic means on the website indicated above.

**2.4.** Participants must have a digital wallet supported on Polygon Blockchain such as Metamask or any third-party service providing access to Galxe or Crew3. To participate to the Contest, the Participant must communicate to the Organizer the polygon public address related to the wallet used to complete the Quests on Crew3 and Galxe (The « Quests ») and collect Chinkies Bonies NFTs (The « Bonies »). The Participant can fulfill this requirement by entering his wallet address on his crew3 profile.

**2.5.** Employees of the Organizer, their immediate family members, and any other persons involved in the organization of the Contest are not eligible to participate. The Organizer

may directly or indirectly carry out all necessary verifications in order to check the quality of the Participants, while respecting the privacy of the Participants.

### **ARTICLE 3 – CONTEST PERIOD**

**3.1.** The Contest begins on March 30, 2023, and ends when all 420 Chinkies DeGenesis NFTs are sold (the "Contest Period").

**3.2.** The Organizer reserves the right to modify or extend the Contest Period at its sole discretion.

**3.3.** The Contest allows any participant to win a Prize described in the "Bounty categories and Prize amount » section of the Rules. Simply participating in the Contest does not automatically result in a win for the Participant, and is distinct from any order of goods, including Chinkies DeGenesis NFTs ( referred to as the « Memberships »). The Prizes described below are not certain, their awarding depends on the Participant's participation, chance, and the required condition (referred to as the « Main Quest ») set by the Organizer: selling its 420 Memberships at approximately 19.69 MATIC for each NFT on the primary market. If the Organizer fails to fulfill the Main Quest, no participants will be eligible for the Prizes and the Organizer can cancel the Contest at its sole discretion as stipulated in the following section.

**3.4.** The Organizer reserves the right to amend these Terms and Conditions or terminate the Contest at any time without prior notice. Any changes will be posted on the Organizer's website or social media channels.

## **ARTICLE 4 – CONTEST MECHANICS**

**4.1.** To participate in the Contest, Participants must follow the instructions and complete the quests as specified on the Organizer's website or social media channels.

**4.2.** Therefore, the Participant must meet all the conditions, including but not limited:

- The Participant must complete various Quests during the Contest Period to collect different types of Bonies with different attributes (the « Flavors of Bonies »).
- The Participant must be eligible for a Bounty Category described in article 5 and as stipulated in article 6.
- The Participant must be the one who collected the highest number of unique Flavor of Bonies among all Participants of a Bounty category.

## **ARTICLE 5 – BOUNTY CATEGORIES AND PRIZE AMOUNT**

**5.1.** The winners will receive a prize based on 10% of the revenue generated by the Organizer from the sales of 420 Memberships, distributed proportionally among the winning participants across five (5) bounty categories.

**5.2.** In the context of the Memberships sale, the nominal price of the Collectible is set in crypto-currency ETH, MATIC, and BNB. Therefore, the final cash prize amount may vary according to the price and exchange rate of ETH, MATIC, BNB, and USDT. The Prize amount is therefore subject to change at the sole discretion of the Organizer. The cash prize is indicated in USDT but could be delivered in another crypto-currency to approach the approximation below.

**5.3.** THE PRIZE FOR EACH BOUNTY WILL ONLY BE AWARDED IF AND WHEN THE 420 MEMBERSHIPS NFTS ARE SOLD OUT. NO PARTICIPANTS WILL BE AWARDED OR ELIGIBLE

FOR ANY FORM OF PRIZE OR COMPENSATION IF THE PREVIOUS REQUIREMENT IS NOT FULFILLED.

## **ARTICLE 6 – ELIGIBILITY FOR EACH BOUNTY**

**6.1.** To be eligible for the Membership Bounty, Participants must have at least one (1) Membership (on Ethereum, Polygon, or BSC) in the wallet they used to participate in the Contest.

**6.2.** To be eligible for the Fellow Bounty, Participants must have at least one (1) Bonies (on Ethereum, Polygon, or BSC) in the wallet they used to participate in the Contest.

**6.3.** To be eligible for the Mob Bounty, Participants must have at least one (1) Mob Bonies (Pixelpunk, Bored Gm, Subprime Builder) in the wallet they used to participate in the Contest.

**6.4.** To be eligible for the Memeknight Bounty, Participants must have at least one (1) MemeKnight Bonies in the wallet they used to participate in the Contest.

**6.5.** To be eligible for the Meme Bounty, Participants must have at least one (1) Memeology NFT in the wallet they used to participate in the Contest. The Memeology NFT required is named « The Founder of Tokenomeme » (<https://opensea.io/fr/assets/matic/0x97c2f93cee9728dc9fc15b54c894d360a77fefe5/1>) and is available in only 69 units.

## **ARTICLE 7 – WINNER SELECTION AND NOTIFICATION**

**7.1.** Participants must follow the quests on Crew3 (<https://crew3.xyz/c/tokenomeme/questboard>) and accomplish all the Quests required to fulfill the last LFG Quest available at <https://crew3.xyz/c/tokenomeme/questboard/79c8663a-92e7-4276-b35d-2a57ab91bd68>

**7.2.** Participants must have claimed all their Bonies on Galxe (<https://galxe.com/Tokenomeme>).

**7.3.** Winners will be selected based on the highest number of unique Flavors of Bonies collected within the Contest Period. The five (5) participants with the highest number of unique Flavors of Bonies collected among all Participants will be selected as winners of one or more bounty prizes.

**7.4.** Only one Bonies per each Flavor of Bonies counts towards the participant's total score.

**7.5.** Only one (1) winner will be selected per bounty category. However, Participants owning a Membership or a Memeology NFT can be eligible for more than one bounty.

**7.7.** Winners will be announced on the Organizer's website and/or social media channels within thirty (30) business days after the Contest Period ends.

**7.8.** Winners will be contacted via email or direct message on Discord or the platform where they participated in the Contest.

**7.9.** If a winner fails to respond within ten (10) business days of being notified, the Organizer reserves the right to select an alternate winner or forfeit the prize.

## **ARTICLE 8 – PRIZE DELIVERY**

**8.1.** The prizes will be distributed in USDT or equivalent cryptocurrency to the winners' provided wallet addresses within thirty (30) days of winner confirmation.

**8.2.** The Organizer is not responsible for any transaction fees or losses incurred during the prize transfer.

## **ARTICLE 9 – GENERAL RULES**

**9.1.** Participants must comply with all applicable laws and regulations while participating in the Contest.

**9.2.** The Organizer reserves the right to disqualify any participant found to be engaging in fraudulent, abusive, or unfair practices.

**9.3.** The Organizer's decisions on all matters relating to the Contest, including the selection of winners, are final and binding.

**9.4.** In the event of any inconsistency between these Terms and Conditions and any advertising or promotional materials relating to the Contest, these Terms and Conditions shall prevail.

**9.5.** If any provision of these Terms and Conditions is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**9.6.** The failure of the Organizer to enforce any provision of these Terms and Conditions shall not constitute a waiver of that provision or any other provision.

## **ARTICLE 10 – LIABILITY AND INDEMNIFICATION**

**10.1.** By participating in the Contest, participants agree to release, indemnify, and hold harmless the Organizer, its affiliates, and their respective officers, directors, employees, and agents from any and all claims, damages, losses, or liabilities arising out of or in connection with the Contest or the acceptance, use, or misuse of any prize.

**10.2.** Access to the Site is via the Internet. The costs of access to the Internet by means of a remote communication service are borne by the Participant.

**10.3.** The Participant is also exclusively responsible for any exchange fees, lockup fees, vesting fees, and more generally, any fees inherent to transactions using smart contracts and one or more blockchains, including the fees to mint a Bonies.

**10.4.** In consideration of the services rendered by Tokenomeme, fees of 4.20% will be charged automatically on each Bonies Collectible resale transactions.

**10.5.** The Participant hereby accepts the technical operation, the Tokenomic, and the conditions automatically applied within the smart contracts deployed or owned by Tokenomeme.

## **ARTICLE 11 – PRIVACY AND DATA PROTECTION**

**11.1.** By participating in the Contest, participants agree to the processing of their personal data, such as their name, email address, wallet address, Twitter username, discord ID, and



other contact information, by the Organizer for the purpose of administering the Contest and distributing prizes.

**11.2.** The Organizer will process the participants' personal data in accordance with applicable data protection laws, including the EU General Data Protection Regulation (GDPR) and French Data Protection Act.

**11.3.** Participants have the right to access, rectify, and delete their personal data, as well as the right to object to the processing of their personal data, by contacting the Organizer at [kontakt@tokenomeme.wtf](mailto:kontakt@tokenomeme.wtf).

## **ARTICLE 12 – INTELLECTUAL PROPERTY RIGHTS AND AUTHORIZATION**

**12.1.** By participating in this Contest and submitting any work, including but not limited to images, texts, or other content, each participant hereby grants the Organizer a worldwide, non-exclusive, transferable, royalty-free, and fully sublicensable right to use, copy, display, store, adapt, modify, publicly perform, and distribute his or her content and any derivative work shared on his Site, social networks (discord, telegram, Twitter, etc.) or other platform related to the Organizer.

**12.2.** Participants have no intellectual or industrial property rights on any NFT collectibles including but not limited to the Memberships NFTs, the Bonies Collectibles, the Memes, and images shared by the Organizer. Nothing in these Terms and Conditions shall be construed as granting the Participant a license to any intellectual property right. Any use in any manner whatsoever by the Participant of the Organizer brand or any other brand owned by the Organizer or its suppliers and manufacturers is strictly prohibited, unless agreed to by the Organizer.

## **ARTICLE 13 – GOVERNING LAW AND JURISDICTION**

**13.1.** These Terms and Conditions shall be governed by and construed in accordance with the laws of France.

**13.2.** Any disputes arising out of or in connection with the Contest or these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of France.

## **ARTICLE 14 – ACKNOWLEDGMENT AND ACCEPTANCE**

**14.1.** By participating in the Contest and completing the Quests on Crew3 (<https://crew3.xyz/c/tokenomeme/questboard>), participants acknowledge that they have read, understood, and accept these Contest Terms and Conditions and the General Terms and Conditions in their entirety.