## `HRO SNAPSHOT REWARDS PROGRAM TERMS AND CONDITIONS

Last Updated March 23, 2023

OVERVIEW OF THE PROGRAM: These Terms and Conditions, together with the <a href="Hro Terms of Use">Hro Terms of Use</a> and <a href="Privacy Policy">Privacy Policy</a>, which are incorporated herein by reference, govern your participation in the Hro Snapshot Rewards Program ("Program"). By creating a valid account ("Account") on the Hro Platform ("Hro Platform"), you are automatically eligible to enroll as a participant ("Participant") in the Program. These Terms and Conditions do not modify or amend the <a href="Hro Terms of Use">Hro Terms of Use</a> and <a href="Privacy Policy">Privacy Policy</a>, including but not limited to the Indemnification, Limitation of Liability, Governing Law, Dispute Resolution and Binding Arbitration clauses set forth therein.

The Program is a rewards program administered by The United States Playing Card Company ("USPC") through which each Participant earns a "Score" (as further described below) for the Participant's Hro collection on the Hro Platform, allowing the Participant to be placed on a leaderboard and potentially receive rewards ("Rewards") as described in further detail in the "Rewards" section below.

**ENROLLMENT IN THE PROGRAM:** To enroll as a Participant in the Program, you must create an Account, complete all required steps to enable KYC, enable two-factor authentication, and make at least one deposit in your wallet. Continued participation in the Program constitutes Participant's continued, full and unconditional agreement to these Terms and Conditions, as they may be updated from time to time. Those who do not comply with these Terms and Conditions, as well as the <a href="Hro Terms of Use">Hro Terms of Use</a> and <a href="Privacy Policy">Privacy Policy</a>, may be prohibited from participating in the Program as determined by USPC in its sole discretion. There is a limit of one Account per person/e-mail address, regardless of whether more than one person uses the same e-mail address. The person who is the authorized e-mail account holder of the e-mail address indicated when registering will be deemed the Participant.

By creating an Account, each Participant agrees that the USPC may contact the Participant using the email address, phone number, or other contact information provided, to administer Rewards and provide additional notifications regarding the Program. A Participant's failure or inability to receive any message(s) from USPC for any reason shall be deemed a failure by such Participant to comply with these Terms and Conditions and such Participant shall be ineligible to participate in the Program and disqualified from receiving Rewards.

The Program is provided to individuals only. Businesses, associations, or other groups may not participate in the Program.

To learn how USPC will use the personal information collected in connection with the Account and/or this Program, Participant's should read the <u>Privacy Policy</u>.

Each Participant is responsible for maintaining the confidentiality of Participant's Account and passwords and for restricting access to their devices and activity on their Account, and each Participant agrees to accept responsibility for all activities that occur under their Account. USPC reserves the right to suspend or discontinue the eligibility of any person who uses, or, in the case of suspension, is suspected of using, the Program in a manner inconsistent with these Terms and Conditions or any federal or state laws, statutes or ordinances. In addition to suspension or discontinuance of Program eligibility, USPC shall have the right to take appropriate administrative and/or legal action as it deems necessary in its sole discretion.

**MODIFICATION OR TERMINATION OF THE PROGRAM:** USPC reserves the right to suspend, modify or terminate the Program, at its discretion, at any time with at least thirty (30) days prior notice.

Termination, modification or suspension may affect a Participant's eligibility to receive Rewards. Decisions of USPC on all matters related to the Program are final and binding.

USPC will attempt to notify Participants of material changes to the Program via the email address listed in their Account or by posting a prominent notice on the Hro Platform (e.g. in-platform notification). In any case, Participants should periodically check these Terms and Conditions for all other changes to the Program. Unless we state otherwise, your continued participation in the Program constitutes your acceptance of any changes to the Program. If you do not agree with any modification of these Terms and Conditions, your sole and exclusive remedy will be to discontinue use of the Hro Platform.

**SCORE AND LEADERBOARD:** The "Score" of each Hro card is determined by the card's rarity and mint number. The greater the rarity of a card, the higher the Score will be for such card. The lower the mint number for a card, the higher the Score will be for such card. Following are a few examples (<u>Note</u>: actual Scores may vary and the following examples are for illustration purposes only):

<u>Example 1</u>: Participant A has 1 Mythic tier card (high rarity). Participant B has 1 Common tier card (low rarity). Participant A will have a higher Score than Participant B.

Example 2: Participant A has 1 Common card with a mint number of A22000. Participant B has 1 Common card with a mint number of A500. Participant B will have a higher Score than Participant A.

The Score of a card and the Score of a collection have no cash value (<u>Note</u>: a Participant's "collection" consists of all cards held by the Participant on the Hro Platform). The Score may not be redeemed or "cashed out" by Participant. The Score will appear in each Participant's Account and will determine Participant's ranking on the <u>Hro Platform Leaderboard</u>.

USPC reserves the right to invalidate a Score and remove a Participant from the Hro Platform leaderboard in its sole discretion, including, without limitation, if USPC determines that the Score was improperly or fraudulently obtained, or that Participant otherwise violated these Terms and Conditions or the <a href="Hro Terms">Hro Terms</a> of Use.

QUESTS, BURNING, AND CRAFTING: Quests will allow Participants to accumulate reward points by completing quests such as daily login, weekly/monthly accumulative logins, trading, scanning, completing a tier, completing a collection, remaining on top of Hro Platform Leaderboard for a certain amount of time, opening packs, and completing certain purchases on Hro Platform. Participants may also receive reward points by digitally "burning" cards or performing "crafting" recipes. Following are a few examples (Note: the following examples are for illustration purposes only):

<u>Example 1</u>: Participants may take 2 of their Superior Ink tier cards and combine them with 10,000 rewards point to redeem an eligible Epic tier reward card.

<u>Example 2</u>: Participants may take one of their Epic tier cards and one of their Superior Ink tier cards and combine them with 50,000 rewards point to redeem an eligible Legendary tier reward card.

CRAFTING RECIPES ARE SUBJECT TO CHANGE BY USPC IN ITS SOLE DISCRETION. PARTICIPANTS MAY ONLY USE REWARD POINTS TO REDEEM ELIGIBLE REWARDS AND FOR NO OTHER PURPOSE. FOR EXAMPLE, REWARD POINTS MAY NOT BE USED TO PURCHASE CARDS ON HRO PLATFORM.

**STEALTH SNAPSHOTS**: USPC may use a Participant's ownership of specific Hro cards to determine eligibility for Rewards. This may be done by using a point system that awards points for a Participant's

ownership of specific Hro cards or by using Participant's ownership of a specific collection of Hro cards Stealth Snapshots are unannounced and will be done at a day and time determined by USPC in its sole discretion. Following are a few examples (Note: the following examples are for illustration purposes only):

Example 1: Participants are awarded 1 point for ownership of a Common card with a circulation size of 16,000, 10 points for an Uncommon card with a circulation size of 1,700, 30 points for a Epic card with a circulation size of 600, and 120 points for a Legendary card with a circulation size of 150. Participants are eligible to receive a Reward for every 50 points that they have accumulated at the time of the Stealth Snapshot.

<u>Example 2</u>: Participants are eligible to receive different Rewards, if at the time of the Stealth Snapshot, they have 1 Chapter 1 Mythic Wonder Woman card, 1 Chapter 1 Legendary Wonder Woman card, and/or 1 Chapter 1 Super Heroes Wonder Woman card.

STEALTH SNAPSHOT POINT VALUES, QUALIFYING CARDS, AND REWARDS ARE SUBJECT TO CHANGE BY USPC IN ITS SOLE DISCRETION.

**HRO COLLECTION REWARDS:** USPC may use Stealth Snapshots to determine Participants' eligibility to receive Hro Reward Points. Eligibility will be based on Participants have a collection of completed tiers along with individual Mythic-tier and Hro-tier cards at the time of the Stealth Snapshot. A completed tier is any tier within a collection with all cards collected. Following are a few examples (Note: the following examples are for illustration purposes only):

Example 1: Participants are eligible to receive Hro Rewards Points, if at the time of the Stealth Snapshot, they have 8/8 Legendary Cards from Hybrid Collections

<u>Example 2</u>: Participants are eligible to receive Hro Reward Points, if at the time of the Stealth Snapshot, they have 9/9 Common Cards from a Digital Collection.

Hro-tier and Mythic-tier cards will be counted individually when determining a Participant's eligibility for Hro Reward Points. The following is an example. (Note: the following example is for illustration purposes only):

Example: If a Participant completes the Mythic set for Hybrid Chapter 1 the Participant would be eligible to receive Hro Reward Points for completing the 3/3 set and for each card individually. If the Participant has only collected 2/3 in that set, the Participant would only be eligible to receive Hro Reward Points for those two cards only.

If Participants have more than two complete sets, they are eligible to receive Hro Reward Points for each one with the best cards counted for each set.

**REWARDS:** From time to time as determined by USPC, Participants may receive Rewards based upon their overall Score (which determines their position on the Hro Platform leaderboard) or if Participants have completed a specific Hro collection (*e.g.*, Participant has collected all Mythic cards, all Legendary cards, or all Batman Limited Edition cards). USPC will provide details of the "cutoff date" that will be or was used to determine eligibility for Rewards based on Participants' overall Score, leaderboard position, or ownership of specific cards. Rewards may consist of Hro cards, uncut card sheets, framed art, inperson experiences, or other rewards determined by USPC in its sole discretion.

All Rewards are provided "AS IS." USPC makes no offer, warranty, or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Program or any Reward. Reward details and availability are subject to change, in which case a Reward of equal value may be substituted at USPC's sole discretion. A Participant may waive the right to receive a Reward. Rewards consist only of the items listed by USPC, and are non-assignable, non-transferable, with no cash redemption or substitution except at USPC's sole discretion. USPC will determine all Reward details (brand, model, size, etc.) in its sole discretion. Participants may be required to provide their valid Social Security Number to USPC for tax purposes and/or complete an IRS W-9 form in order to receive a Reward. Participants are solely responsible for all federal, state and local taxes on a Reward's value and, as applicable, will be issued an IRS Form 1099 based on the Reward's value determined by USPC. Rewards not claimed by eligible Participants in accordance with these Terms and Conditions will not be sent to Participants and will remain the property of USPC.

**NOTIFICATION:** Rewards are subject to verification of eligibility and compliance with these Terms and Conditions. Participants will receive notice of Rewards by USPC or its designated representative via email, telephone or other method. USPC may require Reward winners to complete, sign, and return an Affidavit of Eligibility/Liability Release/Publicity Release and other applicable documents. All required documents must be completed and returned to USPC within 7 days of the date and time listed on the documents. If a potential winner cannot be contacted, is disqualified, or fails to timely execute and return any required forms, an alternate winner may be selected from among the remaining eligible entries. Participants are responsible for the payment of all taxes which may result from participation in the Program.

Participants are responsible for maintaining updated contact information associated with their Account. A PARTICIPANT IS NOT A RECEIPIENT OF A REWARD UNLESS AND UNTIL USPC HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

**DISCLAIMER OF WARRANTIES**: TO THE FULL EXTENT PERMITTED BY LAW, THE PROGRAM, INCLUDING REWARDS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ARE NOT WARRANTED IN ANY WAY. YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE PROGRAM, INCLUDING RECEIPT, USE, REDEMPTION OF ANY REWARD, IS AT YOUR OWN RISK. USPC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE SERVICES OR THESE TERMS.

Certain state laws do not allow limitations on implied warranties. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you might have additional rights.

**NO AFFILIATION**: The Program is in no way sponsored, endorsed or administered by, or associated with Warner Bros. Entertainment, Inc. or DC Comics.

**CONTACT:** Any questions, comments or complaints regarding the Program should be directed to USPC at the following address: The United States Playing Card Company, Attn: Hro Snapshot Rewards Program, 300 Gap Way, Erlanger, KY 41018.