

Now.gg, Inc Cashback Promotion – Terms and Conditions

Now.gg, Inc., 2105 S. Bascom Avenue, #380, Campbell, California 95008, USA (“Now.gg” or “Sponsor”) is pleased to introduce the Cashback Promotion (the “Promotion”). The Promotion begins at 12:00:00 a.m. Pacific Standard Time (“PST”) on December 6, 2024, and shall continue until cancelled by Now.gg (“Promotion Period”). Pacific Standard Time shall control for all purposes of this Promotion. Sponsor’s computer shall be the official clock for purposes of the Promotion. The Promotion is VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

As a condition of participating in the Promotion, you agree to be fully and unconditionally bound by these Terms and Conditions, the Terms of Use of the Now.gg website (“Site”), products, services, and application (“App”) (collectively, the “Services”), and the decisions of Sponsor, whose decisions shall be final and binding in all respects, and you agree to waive any right to claim ambiguity in the Promotion, these Terms and Conditions, or any Promotion or App materials. Receiving a cashback payment (as defined in Section 3) is contingent upon fulfilling all requirements set forth herein.

1. **PROMOTION OVERVIEW:** Users are able to claim a cashback reward, as set out in section 3 below, for making in-app purchases in select games (“Promotion Game”) as detailed on the promotions page (“Purchases”) during the Promotion Period.
2. **ELIGIBILITY:** The Promotion is open only to Registered Users of Now.gg who are:
 - (i) at least eighteen (16) years of age at the time of entry;
 - (ii) a legal resident of the United States of America, Canada, Australia, Great Britain, New Zealand or Singapore;
 - (iii) not a person barred from participating in the Promotion under the laws of the United States or their country of residence;
 - (iv) Have a valid PayPal account to receive cashback payments;
 - (v) Reside in a region where PayPal services are available and
 - (vi) at all times abide by these Official Rules.

THE PROMOTION IS VOID IN THESE GEOGRAPHIC LOCATIONS AND WHERE OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

CASHBACK REWARDS: Users will receive a \$10.00 USD Reward if they complete at least \$10.00 USD in Purchases within seven consecutive days of installing a Promotion Game. All purchases must be made within this timeframe and on the same Promotion Game. A maximum of \$10 may be earned from Purchases on each Promotion Game.

Payment shall be made to the Paypal account as provided by the User. Payment of the Reward shall be made to the User within 7 days following the related Purchases, or within 7 days after the User provides a valid Paypal account, whichever is later.

3. **GENERAL CONDITIONS AND RELEASE:** By participating in this Promotion, you agree to be bound by all terms of these Terms and Conditions and to release, hold harmless, covenant not to sue, and forever discharge the Sponsor (“Released Parties”) from, against, and as to any and all third party claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action of any kind that in any way now or hereinafter may arise from or relate to the Promotion including without limitation, in connection with (i) the administration of the Promotion, including without limitation typographical, printing, seeding, technical malfunctions with Sponsor’s Site or App or any third party provider, or other errors (human or otherwise) relating to or in

connection with the Promotion, or any delays in delivery of any payment. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for punitive, incidental or consequential damages, in which case the liability of the Released Parties will be limited to the maximum extent permitted by law.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO YOUR PREPARATION, PARTICIPATION OR INABILITY TO PARTICIPATE IN THE PROMOTION, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL.

Without limiting the foregoing, in the event the Sponsor is prevented from continuing with the Promotion as contemplated herein or by any event beyond their control, including, but not limited to, a force majeure, fire, flood, epidemic or other national health emergency, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared,) or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, public health crisis, or other cause not reasonably within their control, then they shall have the right to modify, suspend, extend or terminate the Promotion.

Sponsor reserves the right in its sole and absolute discretion to disqualify any individual who is found to be (i) acting in violation of these Official Rules or (ii) otherwise acting in violation of the Terms of Use, available at <https://now.gg/terms-and-privacy.html#terms>.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION, MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 4. DISPUTES, GOVERNING LAW AND JURISDICTION:** You agree that any and all disputes, claims, and causes of action arising out of or connected with this Promotion, these Terms and Conditions or any Prize awarded shall be resolved individually, without resort to any form of class action and will be governed by and will be construed under the laws of the State of California, in Santa Clara County, California, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") as set forth in the Arbitration provision in the Sponsor's Terms of Service, available at <https://now.gg/terms-and-privacy.html#terms>