

## **NEW APP GIVEAWAY SWEEPSTAKE OFFICIAL TERMS & CONDITIONS**

Sponsored by Mobalytics (Gamers Net, Inc.)

**Eligibility:** Mobalytics New App Giveaway (the “Sweepstakes”) is only open to those who enter by following the steps. The Sweepstakes is open worldwide, and is void where prohibited by law. Employees, independent contractors, interns, officers, directors, and agents of Mobalytics (the “Sponsor”) their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**Agreement to Rules:** By entering the Sweepstakes, the contestant (“You”) agree to comply with and abide by these Rules and the decisions of the Sponsor, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the Sponsor’s decisions as final and binding as it relates to the content of this campaign.

**Entry Period:** The Sweepstakes begins on 15 November, 2022 at 10:00 AM PDT and ends on 15 February, 2023 at 10:00 AM PDT (the “Entry Period”). Entries submitted before or after the Entry Period will not be eligible.

**How to Enter:** The entry must fulfill all requirements of the Sweepstakes, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications of the Sweepstakes may be disqualified at the sole discretion of the Sponsor.

**Prizes:** The winners of the Sweepstakes (the “Winner”) will receive the following prizes: 1x Alienware R13 Gaming Desktop (approximate retail value 2100 USD) Actual/appraised value of prizes may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Winner. Acceptance of the prize constitutes permission for the Sponsor to use the Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**Odds of Winning:** The odds of winning depend on the number of eligible entries received.

**Winner Selection and Notification:** The Winner will be selected by Random Draw under the supervision of the Sponsor. The Winner will be notified within 2 days of the winner selection. The Sponsor shall have no liability for a Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for a Winner’s provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted, is ineligible, fails to claim the prize within 3 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected.

**Rights Granted by the Entrant:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that the Sponsor and anyone acting on behalf of the Sponsor or its respective licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

**Terms and Conditions:** The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such cases, the Sponsor may select a winner(s) from eligible entries received before and/or after the action taken by the Sponsor if appropriate. The Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions.

**Limitation of Liability:** By entering the Sweepstakes you agree to release and hold harmless Mobalytics and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) unauthorized human intervention in any part of the Sweepstakes; (iii) electronic or human error in the administration of the Sweepstakes or the processing of entries; (iv) technical errors of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (v) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (vi) printing errors; (vii) lost, late, postage due, misdirected, or undeliverable mail.

**Disputes:** These Official Rules are governed by the law of the United States, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Sweepstakes or these Official Rules must be brought in either the federal and state courts.

**Winners List:** To request a copy of the winners list please send an email to [hello@mobalyticshq.com](mailto:hello@mobalyticshq.com). Requests must be sent within four (4) weeks of the end of the Entry Period.

**Acceptance of Rules:** By participating in the Sweepstakes, You have affirmatively reviewed, accepted, and agreed to all of the Official Rules, Terms and Conditions.