

## **Nosana® Burner Phone Festival promotion – Terms and Conditions**

1. The “Nosana® Burner Phone Festival promotion” (“Promotion”) is conducted by Nosana B.V. Arlandaweg 92-14.7. 1043EX Amsterdam as a promotion for the first 50 minted Burner Phone NFT’s.
2. Information on how to register, mechanics of entry and prizes form part of these Conditions of Entry and can be located on <https://app.nosana.io> (the “Promotional Website”)
3. Unless otherwise indicated, all times and dates specified in these Conditions of Entry are times and dates in Central European Time (CET).
4. By entering the competition, you agree to be bound by these terms and conditions. Ten winners will be selected at random by The Promoter daily, starting on 7 November, 2022, and the winner will be notified on or after this date. Winners are selected out of all participating Burner Phone NFT holders daily by 20:00 CET starting on on 7 November, 2022.
5. The Promoter's competition with entry via <https://app.nosana.io> is open only to holders of the Burner Phone NFT. The first 10 winners will be chosen by selecting the block height that will run the lottery and selecting 10 NFT winners for the festival on the blockchain.
6. In the event of unforeseen circumstances beyond The Promoter’s reasonable control, the promoter reserves the right to cancel, terminate, modify or suspend the competition or these terms and conditions, either in whole or in part, with or without notice.

### **PROMOTIONAL DATES**

7. The promotion starts at 10:00 (CET) on the 7th of November 2022 and ends at 17:00 (CET) on 16th of November 2022 (the “Promotional Period”).

### **ELIGIBILITY**

8. Entry into the Promotion is open only to Burner Phone NFT holders aged 18 years and older at the time of entry who have a Burner Phone NFT during the duration of the Promotional Period (“Entrants”). The directors, management, and employees (and their immediate family) of the Promoter are ineligible to enter the Promotion. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
9. Entrants must be or become registered entrants by completing the form linked on <https://app.nosana.io> and agree to participate in the Burner Phone Festival before the

Promotional Period and remain registered entrants and holders of a Burner Phone NFT for the remaining duration of the Promotional Period in the manner required as set out in these Conditions of Entry in order to: a. enter into the Draw and b. claim a Prize. No purchase is necessary. Winners will not be required to pay to enter the competition.

10. The Promoter will not be held liable for any failure to receive of entries. The Promoter takes no responsibility for any entries which are lost, delayed, illegible, corrupted, damaged, incomplete, or otherwise invalid.

### **WINNER NOTIFICATION**

11. All winners will be notified through The Promoter's website and social channels. Each winner of a prize will be notified by email address provided in the registration form linked on <https://app.nosana.io>. Winners will be notified by email within 30 days of the applicable draw.

### **WINNER PUBLICATION**

12. Details of winners of prizes (wallet address, Discord name, Twitter handle) may, at the discretion of the Promoter, be published on the Promotional Website and any other Nosana assets.

### **WINNER VERIFICATION**

13. Entrants can only enter with a legitimate Burner Phone NFT. Entrants who provide incorrect, misleading, or fraudulent information are ineligible to participate in the Promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid.

14. A prize will only be awarded following any winner validation and verification that the Promoter requires in their sole discretion.

15. The Promoter reserves the right to request a winner and their companion(s) (their "Guest") (if any) to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the identity and age of the winner and their Guest(s) (if any) before issuing a prize and at any time during their participation in the prize. If any documentation required by the Promoter is not received by the Promoter or an Entrant, entry has not been verified or validated to the Promoter's satisfaction, then all the entries of that Entrant may be ineligible and deemed invalid.

### **Winner Fulfillment**

16. The name, address, email address and phone number of the winner must be provided to

the Promoter if requested and will be utilized solely for the fulfillment of the Prize.

## **Prizes**

17. If a prize (or part of a prize) becomes unavailable, for any reason beyond the Promotional Partner or Promoter's reasonable control (as applicable), then a comparable prize (or part of a prize) of equal or greater value will be awarded.

18. Prizes are not transferable or exchangeable and cannot be taken as tokens or cash (unless otherwise indicated). Prizes must be taken as offered and cannot be varied. Prizes cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from any prize winnings. Independent financial advice should be sought.

19. To the extent permitted by applicable law, The Promoter shall not be liable under or in connection with these terms and conditions, the competition or any Prize for any indirect, special or consequential cost, expense, loss, or damage suffered by a participant even if such cost, expense, loss, or damage was reasonably foreseeable or might reasonably have been contemplated by the participant and the promoter and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.

20. The Promoter's decision is final. No correspondence will be entered into the draw.

21. Regular, rare and special prizes that may be won are specified in the Burner Phone Festival Prizes Table (see Condition 24). The maximum total value of those Prizes is up to €2,627.00

22. The NOS prizes that may be won are specified in the Burner Phone Festival Prizes Table (see Condition 24). The maximum total value of all available NOS Prizes is 18,500 NOS tokens, which is valued at €561.475 at the moment of writing our T&C's (Value: 0.03035 | 11/10/2022 12:51). To receive the NOS prize money, the Solana Blockchain requires you to pay a transaction fee that Nosana will cover.

24. Burner Phone Prizes Table

NFT giveaway campaign	Costs
Anker Power Delivery USB-c	€ 50.00
Yubi Key	€55.00
Rare Utility Nosana NFT	€ 0.00
Ledger Nano X	€ 150.00
Netflix gift card	€50.00
10.000 NOS tokens	€ 303.50
Anker PowerCore Powerbank	€ 75.00
Sonos Roam Black	€ 208.00
Smart Reusable Notebook (Rocketbook)	€ 35.00
Sony XM4	€ 220.00
Apple AirTag	€30.00
2.500 NOS tokens	€ 75.88
5.000 NOS tokens	€ 151.75
Spotify premium gift card	€ 30.00
Amazon gift card	€ 50.00
1.000 NOS tokens	€ 30.35
GoPro HERO 10	€ 430.00
Tech Kit Compact Zipper Pouch	€ 55.00
Xbox series X	€ 499.00
iPad Air	€ 690.00
<b>Total NOS</b>	€ 561.48
<b>Total Euro</b>	€ 2.627.00