## CAMPUS NFT SWEEPSTAKES OFFICIAL RULES



**NO PURCHASE NECESSARY TO WIN.** OPEN ONLY TO RESIDENTS OF THE UNITED STATES WHO ARE 18 YEARS OF AGE OR OLDER. VOID IN RHODE ISLAND, NEW YORK, FLORIDA, AND WHERE PROHIBITED.

**SPONSOR.** Nissan North America, Inc., One Nissan Way, Franklin, TN 37067.

**HOW TO ENTER.** This CAMPUS NFT Sweepstakes ("**Sweepstakes**") runs from 9:00 AM EDT on October 6, 2022, through 11:59 PM EST on November 24, 2022 ("**Entry Period**"). During the Entry Period, Operator will release a total of eight (8) non-fungible tokens ("**Tokens**") into the Campus NFT Marketplace ("**Marketplace**") for free distribution to all consumers registered with the Marketplace. All consumers who wish to acquire the free Tokens may do through the Marketplace during the Entry Period. To acquire Tokens, you (a "**participant**") must go to the Marketplace, found at campus.io/heisman/heisman-house/claim, register, and select the available Token(s). No purchase is necessary to sign up/register with the Marketplace. Each Token will feature a Heisman Trophy winner ("**Athlete**"), and each Token acquired will become an entry in the Sweepstakes for all eligible participants ("Entry"). During the first five weeks of the Sweepstakes Entry Period, one Token, each featuring one Athlete, will be released into the Marketplace weekly, and during the last week of the Entry Period, two Tokens will be released. Each Token will be available on the Marketplace for unlimited numbers of consumers for a period of seven days, after which, it will be removed and will no longer available. Tokens may be minted but no Tokens may be sold or transferred. Rules regarding the minting of the Tokens are provided upon registration with the Marketplace.

**ELIGIBILITY.** OPEN ONLY TO RESIDENTS OF THE UNITED STATES WHO ARE 18 YEARS OF AGE OR OLDER. VOID IN RHODE ISLAND, NEW YORK, FLORIDA, AND WHERE PROHIBITED OR RESTRICTED BY LAW. The affiliates, subsidiaries, officers, directors, and agents of both Sponsor and Operator along with their respective employees and their immediate family members are not eligible to participate in the Sweepstakes. Consumers in Rhode Island, New York, and Florida, may not participate in the Sweepstakes and are ineligible to win a Prize, but they may still register with the Marketplace, select and acquire Tokens, and mint them. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

**SELECTION OF WINNERS; NOTIFICATION.** Eight (8) winners shall be randomly selected out of all Token holders on December 1, 2022. Odds of winning depend on the number of Entries. Each winner will be notified on December 8, 2022, by email to the address registered with Operator. Winner's name or likeness may also be announced on the Operator website. Neither Sponsor nor Operator shall have liability for a winner's failure to receive an email notice, regardless of the reason, including without limitation failures due to spam, junk e-mail, or other security settings or for winner providing incorrect or otherwise inaccurate contact information. In the event (i) a winning Entry is discovered to be invalid for any reason whatsoever,(ii) a selected winner either fails to comply with these Official Rules prior to delivery of the Prize or refuses the Prize or any portion thereof, (iii) a selected potential winner cannot be contacted, fails to claim the Prize within fifteen (15) days from the date that notification was sent, or fails to timely return a completed and notarized release as required by Operator, that Prize may be forfeited and an alternate winner may be selected at random from the remaining eligible Entries until the Prize has been awarded.

Upon contacting a potential winner and determining that he/she has met all eligibility requirements for the Sweepstakes, including without limitation the execution of an affidavit of eligibility and liability/publicity release (except where prohibited by law) and completion of such other documents as Sponsor or Operator may reasonably require in order to claim his/her prize, if applicable, such individual will be declared an "official winner" of the Sweepstakes.

The potential winner may be required to sign and return to Operator, within two (2) business days from the date the request is made, an affidavit of eligibility and liability/publicity release (except where prohibited by law) and to complete such other documents as Sponsor or Operator may reasonably require in order to claim the Prize, if applicable. If these documents are returned as undeliverable or if a potential winner fails to sign and return the affidavit of eligibility and liability/publicity release (if applicable), and to complete such other documents as Sponsor or Operator may reasonably require time to complete such other documents as Sponsor or Operator may reasonably require within the required time

period, or if a potential winner does not meet the eligibility or other requirements of the Sweepstakes, the Prize will be forfeited and an alternate potential winner will be selected at random from among all remaining eligible entries.

The receipt by each winner of the Prize is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AS DETERMINED BY OPERATOR IN ITS SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**PRIZE.** Each winner will receive a limited edition NFT product ("**Club Token**" or "**Prize**") which will entitle each winner to the following : (i) a limited-edition Club Token NFT; (ii) a virtual experience for the winners as a group, with one of the Athletes each month for 12 months; and (iii) one item of signed memorabilia for each Athlete. Approximate Retail Value of each Prize: \$1,000 USD. Odds of winning depend on the total number of Entries. **Each winner is responsible for any and all taxes associated with the Prize.** Sponsor will provide the Form 1099 to the winner(s) by mail. Prizes are nontransferable and cannot be redeemed for cash. Should an Athlete become unavailable for the Club virtual experience, Operator may, but is not obligated to, arrange for another Athlete to provide a similar experience. No prize substitutions are allowed except by Operator, who may award a prize of equal or greater value.

Each participant and all winners acknowledge and agree that Sponsor owns all legal right, title and interest in and to any art, design, drawings and/or other content included in and/or associated with the Token and Club Token, including without limitation the artwork contained in the Token or Club Token (collectively, "Content"), including, without limitation, all intellectual property rights therein. Each winner's right to use the Content is limited to the ability to hold and display the Content within the Token or Club Token as stored in the participant's cryptocurrency wallet and to display and share the Content in the Marketplace, in each case solely as provided as part of the Sweepstakes without modification and for the sole purpose of promoting the participant's participation in the Sweepstakes or the winner's Prize. Each participant and winner agrees that he/she may not, nor permit any third party to, do or attempt to do any of the following without Sponsor's express prior written consent in each case: (i) modify, alter, or create derivative works of the Content in any way; (ii) use the Content for or to advertise, market, or sell any third-party product or service; (iii) use the Content in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or to infringe upon the rights of others; (iv) use the Content in a manner that disparages Sponsor, Operator and/or their products and services, or that otherwise reflects unfavorably or harms Sponsor, Operator, or their products and services; (v) use the Content in movies, videos, or any other forms of media, except to the limited extent that such use is solely for the participant's own personal, non-commercial use; (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Content; (vi) attempt to trademark, copyright, or otherwise acquire any other intellectual property rights in or to the Content; or (vii) otherwise utilize the Content for the participant's or any third party's commercial benefit. At no time shall any participant sells, trade, donate, give away, or otherwise transfer the Token or Club Token for any reason, and each participant and winner acknowledges and agrees that they (i) will have no rights in or to the Content, which limitations and restrictions will be included in the metadata of the NFT comprising the Token or Club Token. The participant shall not remove any limitations or restrictions from the metadata of the NFT comprising the Token or Club Token.

**IRREGULARITIES.** If, for any reason, the Sweepstakes is not capable of running as planned due to technical failures, tampering, unauthorized intervention, fraud, or any other causes beyond Operator's control (each, an "**Irregularity**") that affects the administration, security, fairness, or integrity of this Sweepstakes, Operator, at its sole discretion, reserves the right to cancel, terminate, modify, or suspend the Sweepstakes. In the case of an Irregularity, Operator may select the winners from all eligible Entries prior to the Irregularity (if appropriate). Operator reserves the right at its sole discretion to disqualify any participant who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or Marketplace or anyone who violates these Rules. Any attempt by any participant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such an attempt be made, Operator reserves the right to seek damages from any such person to the fullest extent permitted by law.

**APPLICATION OF RULES.** By entering the Sweepstakes, each participant warrants that they have read and agrees to abide and be bound by these Official Rules and that he/she is not prohibited from participating in the Sweepstakes. Participant agrees that Sponsor retains full authority, in its sole discretion, to interpret and administer these Official Rules, and to be bound by all decisions and interpretations made in good faith by Sponsor or Operator. Sponsor or Operator shall have the absolute right to determine if an Entry is in compliance with these Official Rules without notice to the person attempting to enter.

Sponsor or Operator's computer clock is the official timekeeping device of the Sweepstakes.

If there is a dispute over the identity of a participant, the Entry will be deemed submitted by the individual associated with the Marketplace account. The Marketplace account holder is defined as the natural person to whom the Marketplace account is assigned to, respectively. Participant, under this method, must enter using only a Marketplace account subscribed to and registered in participant's name. The potential winner may be required to provide Sponsor or Operator with proof that he/she is the authorized account holder of the Marketplace account associated with the winning Entry. If a dispute cannot be resolved to Sponsor or Operator's satisfaction, the affected Entry will be deemed ineligible.

**RELEASE; LIMITATIONS ON LIABILITY:** By participating in this Sweepstakes, you release and hold harmless Sponsor, Operator, TBWA Worldwide, Inc., and each of their subsidiaries, affiliates, related entities, directors, officers, employees and agents (collectively, "**Releasees**") from any and all liability for claims, injuries, losses, damage, or harm of any kind ("**Harm**") arising from or in connection with the Sweepstakes or the Prize, including but not limited to any personal injury, death, loss or damage of any kind or any other causes of action or claims (i) related to a participant's participation in this Sweepstakes or acceptance or use of the Prize and/or (ii) based on publicity rights, defamation or invasion of privacy, whether caused by Releasees negligence or not.

Releasees are not responsible for and have no liability for Harm caused by any of the following: (i) incorrect or inaccurate Entry information, whether caused by any of the equipment or software associated with or utilized in the Sweepstakes, or by any technical or human error; (ii) difficulty in registering with the Marketplace; (iii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iv) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (v) unauthorized human intervention in any part of the Entry process or selection of Tokens; (vi) electronic or human error which may occur in the administration of the Sweepstakes; (vii) any error, statement, or announcement that may give an erroneous indicator the Prizes have been won; (viii) any Irregularity; or (ix) schedule conflicts of a winner or Athlete that interfere with participation of either with the virtual experience or cause the winner to miss a virtual experience. By participating in this Sweepstakes, you waive any right to claim ambiguity in these Official Rules. Should the Sweepstakes be terminated prior to the end of the Entry Period, notice will be posted at campus.io and TheHeismanHouse.com.

**DISCLAIMER OF WARRANTIES:** NEITHER SPONSOR NOR OPERATOR MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, CONCERNING THIS SWEEPSTAKES OR PRIZES. SPONSOR AND OPERATOR EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGFEMENT. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY APPLICABLE LAW ARE LIMITED IN ALL RESPECTS TO THE DURATION OF THE SWEEPSTAKES. IN NO EVENT WILL SPONSOR OR OPERATOR, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES OR ANYONE ELSE INVOLVED IN THE CREATION OR OPERATION OF THIS PROMOTION BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The above disclaimers do not apply in states where prohibited.

**PRIVACY NOTICE.** By registering with the Marketplace to acquire Tokens, participants may receive marketing materials, communications, and other materials from Operator and other companies whose products and services that Operator feel might interest participants at a future date.

**PUBLICITY.** Except where and as may be prohibited by law, participation in the Sweepstakes and acceptance of a Prize constitutes the express permission by each winner for Sponsor and/or Operator, as well as those acting pursuant to the authority of Sponsor and/or Operator, to use such winner's name, photograph, image, likeness, voice, city, state, and country of residence for advertising, trade, promotion, and publicity purposes in all forms of media now known or hereafter discovered or

devised, worldwide in perpetuity, without further notice, review or approval, or compensation except where prohibited by law, and participation also constitutes each participant's agreement to provide documentation in writing to confirm the foregoing promptly upon request by Sponsor.

**GOVERNING LAW.** Tennessee law governs the operation of this Sweepstakes, these Official Rules, and the disclaimers made herein, regardless of another state's choice of law principles. By entering this Sweepstakes, each participant agrees to exclusive personal jurisdiction in the appropriate state or federal court residing in Nashville, TN. All federal, state, and local laws and regulations apply.

**FORCE MAJEURE.** The failure of the Operator or Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, terrorism, fire, riot, earthquake, epidemic/pandemic, actions of governmental authorities outside the control of the Operator or Sponsor or other force majeure event shall not be considered a breach of these Official Rules.

**LIST OF WINNERS:** For a list of prize winners, which will be available after December 27, 2022, mail a self-addressed stamped envelope to Operator with this request at the address noted below. Requests received after December 31, 2022, will not be honored.

**SWEEPSTAKES OPERATOR:** Campus Legends, LLC d/b/a CAMPUS, 220 County Rd. West, Suite 108, Jacksonville, FL 32259 ("**Operator**").