

Goliath, Inc.
Goliath February Sweepstakes Rules
("Official Rules")

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS APPLY. DO NOT ENTER UNLESS YOU ARE ELIGIBLE (SEE FULL ELIGIBILITY DETAILS BELOW). BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF GOLIOTH, WHICH SHALL BE FINAL IN ALL RESPECTS.

Participation constitutes entrant's full and unconditional agreement to abide by and be bound by these Official Rules and Goliath's decisions, which are final and binding in all matters related to the Sweepstakes. Winning any Prize is contingent upon fulfilling all requirements set forth herein. Goliath's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner is final and binding in all matters related to the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

Goliath August Sweepstakes (the "**Sweepstakes**") is administered by Goliath, Inc. ("**Goliath**").

1. Eligibility

Subject to these Official Rules, the Sweepstakes is open only to individual persons who are eighteen (18) years of age and older, and a permanent legal resident of one of the 50 United States or the District of Columbia as of the date of entry ("**entrant**," "**you**," or "**your**"). To be eligible to receive a prize ("**Prize**"), the information associated with the entrant's entry form must be true and accurate. Current directors, officers, members, employees, agents, ambassadors, and contractors of Goliath, and each of their respective parents, affiliates, subsidiaries, and advertising and promotion agencies and any other entity involved in the development or administration of this Sweepstakes, and all persons residing in the same households as employees for at least three (3) months, including but not limited to immediate family members (defined as including spouse, biological, adoptive, and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above) ("**Sweepstakes Parties**") are not eligible to win a Prize in the Sweepstakes. Goliath reserves the right to verify an entrant's eligibility before, during, and/or after any Sweepstakes.

2. Sweepstakes Period

The Sweepstakes will begin February 1, 2024 at 12:00:00 PT and end February 28, 2024 at 11:59:59 PT (the "**Sweepstakes Period**"). Goliath's clock is the official timekeeping device for the Sweepstakes.

3. How to Enter

To participate in the Sweepstakes you may use the entry method described below:

Newsletter Sign Up Entry

Step 1: During the Entry Period, visit <https://hslp.golioth.io/ribbit-network-giveaway> (“**Sweepstakes Website**”).

Step 2: Subscribe to the newsletter by submitting the requested information on the Sweepstakes Website.

You may obtain a maximum of one (1) entry to participate in this Sweepstakes. Entries generated by script, macro, mechanical or other automated means are void. Multiple entries received from any person in excess of the stated limitation will be void. Multiple participants are not permitted to share the same phone number, email address or device used to enter. Any attempt by any participant to obtain more than one (1) entry by using multiple/different devices, identities, or any other methods will void that participant’s entries and that participant may be disqualified from the Sweepstakes. In the event of a dispute as to any entry, the authorized account holder of the device used to enter will be deemed to be the entrant. The "authorized account holder" of a device is the natural person in whose name the Apple ID account, Google account, or other similar account on the device has been registered. A potential winner may be required to show proof of being the authorized account holder.

4. Odds of Winning

Odds of winning depend on the number of eligible entries received.

5. Winner Selection and Notification

Within five (5) business days of the conclusion of the Sweepstakes Period, one (1) potential winner will be randomly selected from among all eligible entries received to receive the Prize. Golioth will notify the potential winners via the e-mail used to sign up for the newsletter in Section 3. The potential winner is subject to verification of eligibility, including verification of residency.

If a potential winner (i) is determined to be ineligible or otherwise disqualified by Golioth or (ii) fails to respond to Golioth’s first winner notification message within five (5) business days of notification or after two (2) attempts (whichever occurs first), the potential winner forfeits the prize in its entirety and, if time permits, a substitute potential winner will be selected based upon a random drawing from among all other eligible entries received for the Sweepstakes during the Sweepstakes Period.

As a condition of receiving a Prize, the potential winner may be required to sign and return any documents requested by Golioth, including but not limited to, an affidavit of eligibility and a form release of liability within twenty-four (24) hours of accepting the Prize. Receiving the Prize is contingent upon compliance with these Official Rules. If legally required, the winner will be issued an IRS Form 1099 in the amount of the Approximate Retail Value (“**ARV**”) of the Prize and must provide Golioth with his/her valid Social Security Number or Taxpayer ID for tax reporting purposes. Noncompliance with this requirement will result in disqualification of the potential winner and the forfeiture of all interest in the Prize. The winner is solely responsible for all federal, state, local, or other applicable taxes associated

with the acceptance and use of the Prize.

Out of date or incorrect information provided at the time of entry may disqualify you from receiving a Prize. Failure to provide valid, working contact information in connection with your entry may result in forfeiture of a Prize. Goliath expressly reserves the right to disqualify any entry that it believes in good faith may have been generated by automated means or scripts, or that violates any of these Official Rules. Any entry generated by script, macro or other automated means will be considered as void. Decisions of Goliath are final and binding with respect to all matters related to the Sweepstakes.

6. Prizes

A random drawing will be conducted in connection with the Sweepstakes, to award the following Prize to one (1) winner: One (1) Ribbit Network Frog Sensor Kit V4 (ARV \$220.00). The total ARV of the prizes issued in this Sweepstakes is \$220.00.

The Prize will be shipped, at Goliath's expense, to the applicable winner within fourteen (14) business days of the winner claiming the prize and being determined eligible for the Prize by Goliath. Following determination of each eligible winner, Goliath will contact such winner at the e-mail addressed used to enter the Sweepstakes to request from such winner the mailing address where the Prize should be mailed.

All costs and expenses associated with Prize acceptance and use not specifically provided herein are the sole responsibility of the winner.

Goliath makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND GOLIATH HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

Goliath has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize manufactured or otherwise made available by third parties, including but not limited to the quality, mechanical conditions, or fitness for a particular purpose. Entrants agree to look solely to the third-party manufacturers for any such warranty, representation, or guarantee. The winner acknowledges and agrees that any use of the Prize is subject to additional terms and conditions and the privacy policy of the third-party provider of the Prize.

The winner agrees that the Prize or any portion thereof awarded is personal to such winner and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed.

In no event shall Goliath be obligated to award any Prize other than the Prize specified for the Sweepstakes as provided in these Official Rules. Goliath does not guarantee that the Prize can be made

available to the winner. The Prize is subject to availability and if the Prize, or any part thereof, cannot be awarded for any reason, Goliath reserves the right to substitute a prize of equal or greater value if such advertised Prize becomes unavailable. All Prize details are at Goliath's sole discretion. A violation of these Official Rules shall revoke such winner's right to receive the Prize, and the Prize will not be honored.

7. Publicity. Unless prohibited by applicable law, your participation in the Sweepstakes and/or acceptance of any Prize constitutes your permission for Goliath and its representatives to use your name, photograph, likeness, voice, and statements in social media channels owned or controlled by Goliath, whether now in perpetuity, in any manner Goliath deems appropriate for publicity purposes without any compensation to you or any review or approval rights, notifications, or permissions; and constitutes your consent to disclose your personally identifiable information to third parties (including, without limitation, placing the winner's name on a winner's list or making any personally identifiable information the winner shares with Goliath available on certain social media channels). You understand that once Goliath (or its representatives) makes the personally identifiable information you share with Goliath available on social media and other channels, Goliath cannot control how third parties will use, disclose, or share this information, or how this information will be further disseminated on social media and other channels. Notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, your acceptance of a Prize constitutes your acknowledgement and agreement that you (i) are providing Goliath (and its agents, partners, consultants, representatives, and employees) with the right to photograph, record, tape, film and otherwise visually and audio visually record you; (ii) authorize Goliath (and its agents, partners, consultants, representatives, and employees) to use, reproduce, disseminate, alter, edit, dub, modify, distort, add to, subtract from, process and otherwise exploit any results of such activity (including without limitation any manner in which such activity may be recorded or remembered or modified) or derivatives or extensions or imitations thereof in any manner that Goliath sees fit, in any medium or technology known or hereinafter invented, throughout the universe in perpetuity, including without limitation for illustration, art, promotion, advertising, trade or any other purpose whatsoever; and (iii) relinquish any right that you may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.

8. Limitations of Liability and Release

Participation/entry in the Sweepstakes is at a person's own risk. Goliath and its affiliated entities, representatives, employees, consultants, agents, and attorneys (collectively, the "**Released Parties**") assume no liability for, and you hereby waive and release the Released Parties from, any actions, claims, losses or injuries ("**Claims**") of any kind arising in connection with the Sweepstakes and/or the receipt or misuse of any Prize, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry or arise at any time thereafter. The Released Parties assume no liability for, and hereby disclaim liability for any Claims related to (i) failed, returned or misdirected notifications based on inaccurate information provided by any person in connection with an entry; (ii) an entry and/or response to a potential winner notification which may be lost, late, incomplete, unintelligible,

misdirected, damaged or otherwise not received by the intended recipient in whole or in part; (iii) computer or technical errors of any kind, including electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections; (iv) injury or damage to entrant's or any other person's computer or mobile device in connection with the Sweepstakes; (v) any warranty with respect to any Prize or any component thereof; (vi) the ability or inability to upload or download any information in connection with the Sweepstakes and/or the acceptance or use of the Prize, including without limitation liability for personal injury, damages, death, monetary loss, defamation or violation of privacy rights; (vii) failure of any online transmissions to be sent or received; lost, late, delayed, incomplete, inaccurate, damaged, destroyed, misdirected or not received or intercepted transmissions; (viii) unauthorized human or non-human intervention of the operation of the Sweepstakes, including without limitation, unauthorized access, tampering, hacking, theft, viruses, bugs, or worms; (ix) destruction of any aspect of the Sweepstakes, or loss, miscount, misdirection, inaccessibility or unavailability of any email or social media account used in connection with the Sweepstakes; (x) any errors, omissions, interruptions, deletions, defects, delays in operation failures or human error that may occur in the transmission, receipt or processing of entries, or for deletion, theft or destruction of, unauthorized access to, or alteration of, entries; or (xi) any causes beyond Goliath's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes. NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, GOLIOTH SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THESE OFFICIAL RULES, THE SWEEPSTAKES OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS) OR (B) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.

9. Disclaimer

Any entries submitted in a manner that is not expressly allowed under these Official Rules or cheating or fraud by any entrant will result in disqualification. Goliath is not responsible for any typographical errors, any incorrect or inaccurate information, whether caused by entrants, site users, tampering, hacking or printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes in the announcement of the Prize or these Official Rules, or any inaccurate or incorrect data contained on any the Sweepstakes Site or any other website. Use of the Sweepstakes Site or any other website is at user's own risk. Goliath is not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer (hardware or software) and/or other device related to or resulting from participation in the Sweepstakes or the acceptance or use of any Prize awarded. The use of third-party software or website or automated entry systems to participate is prohibited, and Goliath reserves the right to disqualify entries made in such fashion.

THE SWEEPSTAKES IS PROVIDED "AS IS" AND GOLIOTH DOES NOT MAKE ANY, AND HEREBY DISCLAIMS

ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SWEEPSTAKES.

10. Goliath's Reservation of Rights

If the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to a force majeure event or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, government orders, natural disasters, the effects of COVID-19 or any pandemic or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Goliath reserves the right, at its sole discretion, to modify, suspend, or cancel the Sweepstakes. In the event of cancellation, Goliath reserves the right to retain any remaining Prizes that have not been won by eligible entrants.

Goliath reserves the right at its sole discretion to disqualify any individual for: (a) tampering with the computer programs and/or other technology associated with the Sweepstakes, the entry process or the operation of the Sweepstakes; (b) using unauthorized methods for participation/entry; (c) acting in violation of these Official Rules or any laws; (d) attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, misappropriation, infringement, or any other unfair playing practices; (e) obtaining other entrants' contact information by any means; (f) spamming any other entrant; (g) acting in a way that is intended to annoy, abuse, threaten, or harass any other participants, Goliath, or its respective representatives; or (h) any other form of abuse or violation of the these Official Rules. Goliath reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Sweepstakes or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason.

11. LEGAL WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES, THE SWEEPSTAKES SITE, AN GOLIOTH WEBSITE OR SOCIAL MEDIA ACCOUNT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, GOLIOTH RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. All federal, state and local laws and regulations apply.

Goliath may prohibit an entrant from participating in the Sweepstakes or winning the Prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or any Sweepstakes Parties.

12. Disputes/Venue/Governing Law

Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the awarding of the Prize shall be resolved individually, without resort to any form of class action and (2) any claim, dispute, or controversy (whether in contract, tort, or otherwise) the entrant may have against Goliath arising out of, relating to, or connected in any way with the Sweepstakes, the awarding or redemption of any prize and/or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by

final and binding arbitration before a single arbitrator conducted in the English language in San Francisco, California, U.S.A. under the applicable arbitration rules of the American Arbitration Association (AAA), and you and Goliath expressly waive trial by jury. You and Goliath shall appoint as sole arbitrator a person mutually agreed by you and Goliath or, if you and Goliath cannot agree within thirty (30) days of either party's request for arbitration, such single arbitrator shall be selected by the AAA upon the request of either party. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Under no circumstances shall the arbitrator be authorized to award damages, remedies or awards that conflict with these Rules. These Rules and the Sweepstakes shall be governed by the laws of the State of California without regard to principles of conflicts of law that would result in the application of the law of any other jurisdiction, except that the Federal Arbitration Act shall govern the interpretation and enforcement of the arbitration provisions set forth above.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials or made by any advertising partner or other partner of Goliath, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

13. Severability

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

14. Goliath

Goliath of this Sweepstakes is Goliath, Inc., 548 Market St PMB 73345, San Francisco, California 94104.

15. Privacy

Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected and used by Goliath and its designees for the administration and fulfillment of the Sweepstakes and as otherwise described in these Official Rules and Goliath's privacy policy available at <https://goliath.io/legal/privacy/>.

16. Questions/Winners List

For questions regarding the Sweepstakes or these Official Rules, or for a list of Sweepstakes winners, please send your request to marketing@goliath.io. All requests must be received no later than sixty (60) days following the close of the Sweepstakes Period for the applicable Sweepstakes.