

**REGULATION OF THE "EXCUSIBLE" PROMOTION, OF
EXCLUSIBLE, UNIPESOAL LDA.**

FIRST. – PROMOTER OF THE PROMOTION

The present Promotion is organized by **EXCLUSIBLE, UNIPESOAL LDA**, with taxpayer number 516526774, with offices at Estrada da Portela 5 Piso 3, 2790-124 Carnaxide, Portugal (hereinafter the "**COMPANY**").

SECOND. – OBJECT OF THE PROMOTION

Through the present Promotion (hereinafter "**Promotion**") the COMPANY intends to promote its platform <https://www.exclusible.com/> and the NFTs luxury market.

THIRD. – TERRITORIAL SCOPE

This Promotion is opened to Participants worldwide.

FORTH. – PROMOTIONAL TERM

The Promotion will begin at 00:00 of August 3rd, 2021 and it will end at 23:59 of December 31st, 2022 or until being claimed the 10 (ten) letters composing the word "Exclusible" that will be made available as defined below which ever happens first.

FIFTH. - COMMUNICATION

The Promotion will be made available to the public residing in the aforementioned geographical area by the COMPANY indistinctly through, among others, any of the following means:

- a) *Webpage* <https://www.exclusible.com/> and COMPANY's social media.

SIXTH. - PRIZE

The prize that will be awarded to the Winner of this Promotion consists of a ticket for a tourist trip to space, under terms to be defined by the COMPANY, including, without limitation, the choice of the space company that will provide this type of services to the Winner, the date of the trip and the conditions under which it will be held.

The offer of the prize is always conditioned to the commercial availability of space travels that allows its purchase to any eligible person.

The provisions of paragraphs 9.4 and 9.6 of this legal basis will apply to the prizes of this Promotion.

The prize to be awarded is not transferable and not convertible into cash. The above prize cannot be exchanged for any other prize (good or service).

In the event that when the winners are selected, it is impossible to purchase and award a ticket for a tourist trip to space, the COMPANY will award the Winner a prize valued at €70,000.00 (seventy thousand euros). This award will be at the COMPANY's discretion.

SEVENTH. – AWARDING MECHANISM

All individuals wishing to participate in the Promotion must meet the requirements set out in the terms and conditions of these bases.

The mechanism of the Promotion will be as detailed below:

- Access the webpage <https://www.exclusible.com/>
- Register using the form you will find on the webpage above and provide all the data requested on it.
- Registered participants will receive letters to collect (airdrops), with a maximum of 10 letters per participant, which will be assigned in limited number on a "first come first served" basis.
- The letters will not be assigned randomly and will require the skill of the participants. A counting system will be made available on the webpage <https://www.exclusible.com/> (visible only to registered players), so that participants can be aware of the assigned/to be assigned letters.
- Some letters will be assigned more scarcely than others. The frequency of assignment is related to the frequency of their use in the English alphabet:

E - 392

X - 10

C - 79

L - 192

U - 59

S - 100

I - 132

B - 36

Total of letters available to allocation: 1000 letters

- The availability of new letters will be announced to the participants at least 24 hours in advance via the Twitter account @exclusible.
- Players who collect the following letters will qualify for the indicated prize "E X C L U S I B L E".
- The player should share his/her experience related to this Promotion on social networks, always identifying the COMPANY.

EIGHTH. – DESIGNATION OF WINNERS AND SUBSTITUTES

- The Winner and Substitutes of the Promotion will be determined as follows:
 - Considering the mechanism shared above, only 10 participants will be in conditions, at the end of the Promotion, of having collected the letters "E X C L U S I B L E".
 - From the total of 10 possible participants that have collected the above-mentioned set of letters, one will be selected to receive the prize indicated in paragraph sixth of the present regulation. The selection will occur as follows:
 - The Winner will be chosen on a "first come first served" basis. This means that as soon as the participant has the letters "E X C L U S I B L E" in his possession, he must contact the COMPANY. Assuming that he was the first to make the contact, that the letters were collected, and the rules of these bases respected, this will be the legitimate winner of the Promotion and will receive the announced prize;
 - Any participant who contacts the COMPANY after the first Winner will be placed in a Substitute position;
 - If the Winner does not want to receive the prize, cannot receive the prize, does not respond to the COMPANY or does not respect the rules present on these bases, the second participant who most quickly collected the letters and contacted the COMPANY will be called and so on.
- Within three days after the selection is done, the COMPANY or the agents hired to manage the Promotion will inform the Winner that the prize as described herein has been assigned to them through email sent to the email address that has been provided by them. At the same time, the COMPANY will be allowed to publish the Prize Winner's name on its website, on its social media or any other media supports.
- Under no circumstances will the prize be awarded to a person other than the person who has been nominated as the Promotion Winner or, in each case and in accordance with the provisions below, his/her Substitute.
- The Winner will have two weeks, after being notified of his/her winning status, to communicate via email to the COMPANY the acceptance of the prize, confirming the address to which the COMPANY should send details of the prize and the means by which he/she can be contacted.

- The Promotion staff, employees, distributors, subcontractors and other agents or the representants of the COMPANY, of the Promotion management agency or of any other entities that has had any type of intervention in the development of the Promotion are not allowed to participate in the Promotion. Similarly, the relatives of the above-mentioned persons until the second degree of the direct line of relation.

- If it is not possible to contact the Winner of this Promotion after two weeks using the contact information indicated, if it turns out that the Winner is any of the persons in the previous section, or if the Winner is unable or unwilling to receive the prize, the prize will be transferred to the first Substitute Winner, and this procedure will continue until no Substitute Winner remains. If all Substitute Winners are invalidated, the prize will be declared void.

- In any case, the Winner undertakes to preserve the good image and reputation of the COMPANY or any of its brands

NINTH. – GENERAL CONDITIONS

9.1.- Elegibility e Legitimacy

- Any natural person can participate in this Promotion. However, only participants who are of legal age in accordance with the applicable law in their country of residence and who are eligible in physical, mental, health or other terms to receive the prize, will be eligible for the prize.
- Identity, legal age and residence will be confirmed upon presentation of the Citizen's Card (if the participant is of Portuguese nationality) or other document (such as the Passport if the participant is of foreign nationality) that proves the identity of the individuals, at the time of delivery of the prize.

9.2.- Limitations on Participation

- The COMPANY is entitled to exclude Participants who do not comply with the requirements of this Promotion or who, at the decision of the COMPANY, have not complied with any other clause of these bases and/or who defraud, alter or damage the proper functioning and the normal and regulated running of the Promotion.
- In particular, the COMPANY is authorized to exclude from the Promotion the staff, employees, distributors, subcontractors and other agents or representatives of the COMPANY, the agencies responsible for the development of the Promotion, or any other entities that have had any kind of intervention in the development of the Promotion. Nor can participate in the Promotion the family members of the individuals previously indicated until the second degree of direct line of relation.
- If, for any reason, the winner is not eligible, physically, mentally, health-wise or otherwise, to receive the prize, the prize cannot be awarded to him/her and the prize cannot be awarded to another person, nor shall the winner be entitled

to any compensation. This decision will be at the discretion of the evaluation and decision of the selected space travel agency to make the trip available to the Winner.

- The data provided by Participants must be true. Since the data is essential for participation in this Promotion, if false, the COMPANY may eliminate the participant from the Promotion. In case the falsity of the data has not been detected and the Participant is the Winner of the prize of this Promotion, the Participant will be excluded from the Promotion.

9.3.- Regulation Acceptance

- The mere participation in this Promotion implies the full and unequivocal acceptance of the present regulation and of the COMPANY criteria regarding the solution to any issue arising from the Promotion.
- The COMPANY reserves the right to make, at any time, the changes it deems appropriate in these bases, including, but not limited to, their cancellation, repetition, expansion, postponement or modification. This situation will be made known to the Participants through the same means through which the Promotion was communicated, exempting the COMPANY from any and all obligations or economic compensation in relation to the Participants.

9.4.- The prize of the Promotion, its acceptance and assignment

- The prize of this Promotion is non-transferable and in no case may be subject to exchange, change or compensation at the request of the Winner, being the Winner the people who must take advantage of the prize, except when expressly authorized otherwise by the COMPANY.
- Once delivered to the Winner, the prize may not be the subject of legal transactions concluded for commercial or advertising purposes by the Winner. The prize is personal and non-transferable and must be used only by himself/herself.
- The images or videos in which the prize of the Promotion appears to be advertised may reflect goods or services with characteristics significantly different from those that constitute the prize to be awarded, and the COMPANY has no contractual or legal obligation to award the prize exactly as the good or service that appears reflected in such images or videos.
- The COMPANY may require the Winner of this Promotion the written acceptance of the prize. The Winner may waive the winning prize, but such waiver must be in writing and signed by the Winner. In the event that the Winner withdraws the prize, it will not be possible to transfer it to a third party and the Promotion will be considered void.
- Where the prize consists of a specific trip, it is understood that the prize does not include the Winner's travel expenses and, where applicable, that of accompanying persons to the place of departure (including, but not limited to,

airports, train stations, bus stations, etc.), airport or any other type of station taxes, extra hotel expenses, possible supplements for fuel price increases, expenses incurred for visas and any other expenses incurred for goods or services that exceed the definition of the prize detailed in section 6.

- Assuming that this Regulation establishes a certain period during which the prizes may be enjoyed, this period must be respected by the Winner without the possibility of modifying them.

9.5.- Image Rights

- Participants authorize, as a result of their participation in this Promotion, the COMPANY to reproduce, use and disseminate their name, surname, address and image in any advertising and/or promotional activity for its treatment through any system and support that allows to fix, insert, disseminate, reproduce, publicize, communicate and publicly exploit the design obtained together with the image of the COMPANY, all without any temporal or territorial limitation and without giving rise to any remuneration or consideration by the COMPANY. Specifically, the Participants irrevocably and freely authorize the COMPANY to use, disseminate and reproduce their image on the COMPANY's website, when it has been provided by Participants through WhatsApp and other social networks on the occasion of their participation in this Promotion, all this without any temporal or territorial limitation, and without giving rise to any remuneration or consideration on the part of the COMPANY.
- For these purposes, references to "any system and support" shall be interpreted as including any medium that allows the fixation, reproduction, distribution and public communication of the image and voice of the Winner (including, but not limited to, the press, television, cinema, Internet, mobile devices, etc.) to use the design of the images and voice in all types of advertising activities, such as presentations and events organized by the COMPANY.
- The authorization includes all rights of reproduction, transformation, distribution and public communication of the recording or images captured, without limitation of time or territory.

9.6.- Tax

- All relevant legal provisions will apply to the prizes in this Promotion, in accordance with the legislation applicable at any given time.

9.7.- Limitation of Liability

- The COMPANY, its suppliers, subcontractors, employees, agents or distributors are exempt from any liability for damages, whether physical or of any other nature, that the Winner of the Promotion may suffer through any action or omission not attributable to the COMPANY, its suppliers, contractors,

employees, agents or distributors, during the use of the prize and with the limits established in the applicable legislation.

- The COMPANY is not responsible for damages and losses arising from participation in this Promotion. Consequently, Participants in this Promotion exempt the COMPANY, to the fullest extent permitted by law, from any liability, sanction, claim, demand or civil, commercial, criminal, administrative or other proceedings, including damages of any nature and/or nature, costs or any other type of expense (expressly including the fees of lawyers and attorneys) in which the COMPANY may be involved due to an occurrence of this Promotion.
- The COMPANY is not responsible for the actions and conduct of the Participants, nor for their hypothetical criminal, civil or any other liability, nor for any possible loss, damage, theft, delay or any other circumstance attributable to the Winner or his/her companion, if applicable, or to third parties (e.g. travel agencies, airlines, etc.) that may affect both the participation and the use of the prizes of this Prize Promotion.
- The COMPANY is exempt from all liability arising from the malfunction of postal services and electronic communication networks that prevent the normal development of the Promotion due to causes beyond the COMPANY's control and especially due to external acts of bad faith. Nor will the COMPANY be responsible for problems of transmission or loss of data not attributable to it.
- The General Conditions of Use of the Web shall apply to this Prize Promotion to the extent that they are pertinent.
- The COMPANY is not responsible for services provided to third parties for the reason and occasion of the implementation of this Promotion.
- The COMPANY is not responsible for the acts of third parties. In particular, the COMPANY cannot assume responsibility if, for any reason, the entity chosen for organizing and carrying out the trip corresponding to the prize decides not to contract with the COMPANY or not to provide the service.
- When, for purposes of participation in the Promotion, the participants use other platforms or social networks, they should also accept and respect their terms and conditions.
- The COMPANY will proceed to cancel the SMS, MMS, emails, messages or content sent electronically via OTTs or other electronic communications that are incomplete, erroneous, manipulated or belonging to other contests or promotions.
- In the event of any technical or operational failure that hinders the normal development of the Promotion and, in particular, that makes it impossible to determine the Winner, the COMPANY will terminate the Promotion, and participants waive any claim, request or civil, commercial, criminal, administrative or other action against the COMPANY, pursuing any liability, penalty, including damages of any nature, costs or any other type of compensation.

9.8.- Responsibility Statement

- The COMPANY undertakes to carry out this Promotion in accordance with the principles of legality, truthfulness and authenticity in force in our legal system, paying special attention to the regulations on protection of minors.

TENTH. – DATA PROTECTION

In compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter GDPR), the COMPANY, as the Controller, informs participants that the processing of personal data relating to the user name that appears on their Facebook profile, the publication of the material sent for participation, as well as, in each case, the email address, are intended to enable the management of the Promotion and the collection of the corresponding consent.

The processing of data is legitimate under the RGPD because necessary for the execution of the contractual relationship, in this case, your participation in this Promotion.

You may, at any time, exercise your rights of access, rectification, deletion and opposition, portability and limitation of treatment, collected in RGPD (EU) 2016/679 by sending your request in **an email** to contest@exclusible.com, or to the address of the COMPANY, with the reference "EXCLUSIBLE PROMOTION", with the copy of your identity card attached. The data will be deleted once the Promotion is over, unless you have given the corresponding consent for the termination of image rights, being retained for the legally established period for these purposes.

The COMPANY informs you that it will not process cookies. Nevertheless, we inform you that most Internet websites use cookies to improve the user experience, and we recommend that you read the privacy policies of the Facebook Social Network, and the COMPANY is not responsible for the treatment of cookies that third parties may perform during the development of the Promotions to be held on its Social Network or using any application from suppliers.

If you consider that you have not met the exercise of your rights or how to exercise them, you can lodge a complaint with the CNPD. You can obtain more information at <https://www.cnpd.pt/>. You may also contact our Data Protection Officer for questions regarding the processing of your data and the exercise of your rights through the following email account: contest@exclusible.com.

ELEVENTH. – APPLICABLE LAW AND JURISDICTION

- This Regulation is governed by the portuguese law.