

# Nifty Gateway Collector Appreciation Month Rewards Terms and Conditions

These Nifty Gateway Collector Appreciation Month Rewards Terms and Conditions (these “**Rewards Terms**”) are entered into by you and Nifty Gateway, LLC. These Rewards Terms apply to Rewards distributed during the Collector Appreciation Month for Collector Appreciation Month purchases made during the Level Up Period and the Rewards Period (as defined below) (collectively, the “Program”). These Rewards Terms supplement Nifty Gateway’s Terms of Use. In the event of any conflict between these Rewards Terms and Nifty Gateway’s Terms of Use, these Rewards Terms will take precedence. These Rewards Terms are incorporated into the Nifty Gateway Terms of Use (available [here](#)), and by using the Nifty Gateway platform, you accept and agree to be bound and abide by these Rewards Terms.

- 1. Eligibility.** All users who make eligible Nifty Gateway purchases during the Rewards Period (defined below) will be eligible, ***provided, however,*** that users who violate these Rewards Terms and/or Nifty Gateway’s Terms of Use will not be eligible. Notwithstanding the foregoing, Nifty Gateway reserves the right to determine, in its sole discretion, whether you are eligible for enrollment or continued participation in the Program.
- 2. Level Up Period.** The “Level Up Period” is measured from a user’s Nifty Gateway account creation and ends at 11:59:59pm PST on May 31, 2023.
- 3. Rewards Period.** The “Rewards Period” begins at 12:00:00am PST on June 1, 2023 and ends at 11:59:59pm PST on June 30, 2023.
- 4. How to Enter.** Users are automatically eligible for Rewards if you are a Nifty Gateway user that satisfies the Eligibility Criteria above and the Rewards Criteria (described below), provided that users must be registered with Nifty Gateway and make at least one Qualified Lifetime Spend purchase during the Level Up Period to be included in the Collector Appreciation Program.
- 5. Rewards Criteria.** All Nifty Gateway users who meet an applicable Rewards Level and make qualified Nifty Gateway purchases during the Rewards Period will be eligible to receive Rewards.
- 6. Rewards Level.** A user’s Rewards Level and applicable Rewards Percentage (including both Primary Rewards Percentage and Secondary Rewards Percentage, as applicable) will be determined based on the U.S. Dollar value of their total spend on Nifty Gateway Platform transactions completed (i.e., the purchased NFT is delivered to a users Nifty Gateway wallet) during the Level Up Period, but specifically excluding any amounts spent on the following: Starbucks

primary drops, Starbucks secondary trading, publisher fees, or NFT withdrawal fees (“Qualified Lifetime Spend”), or as otherwise provided, as follows:

Rewards Level	Qualified Lifetime Spend	Primary Rewards Percentage	Secondary Rewards Percentage
0	Qualified Lifetime Spend below \$100.00.	0%	0%
1	Qualified Lifetime Spend of at least \$100.00 but no greater than \$499.99.	1%	1%
2	Qualified Lifetime Spend of at least \$500.00 but no greater than \$2,499.99.	2%	1%
3	Qualified Lifetime Spend of at least \$2,500.00 but no greater than \$9,999.99.	4%	2%
4	Qualified Lifetime Spend of at least \$10,000.00 but no greater than \$99,999.99.	6%	3%
5	Qualified Lifetime Spend of at least \$100,000.00 but no greater than \$999,999.99.	8%	4%
6	<p>Either:</p> <ul style="list-style-type: none"> <li>(a) Qualified Lifetime Spend greater than or equal to \$1,000,000, or</li> <li>(b) Holding at least one (1) “The Key to Life Returns” NFT in a wallet linked to the applicable user’s Nifty Gateway account during the initial announcement of Collector Appreciation Month (snapshot taken on or around May 21, 2023 at 11:59:59pm PST), or</li> <li>(c) Holding at least one (1) “The Key to Life Returns” NFT in a wallet linked to the applicable user’s Nifty Gateway account during the previous The Key to Life Returns Burn event snapshot on or around November 30, 2022 at 11:59:59pm PST (<a href="https://www.niftygateway.com/collections/keytolifereturnsburn">https://www.niftygateway.com/collections/keytolifereturnsburn</a>).</li> </ul>	10%	5%

- 7. Rewards Calculation; Exclusions.** Nifty Gateway users will earn Rewards in U.S. Dollars based on each applicable user's (a) the U.S. Dollar value of their spend on Nifty Gateway Platform transactions completed (i.e. the purchased NFT is delivered to a user's Nifty Gateway wallet) during the Rewards Period, but specifically excluding any amounts spent on the following: Starbucks primary drops, Starbucks secondary trading, publisher fees, NFT withdrawal fees, or any transactions involving external listing from platforms other than Nifty Gateway as defined by Nifty Gateway in its sole discretion ("Rewards Period Spend"), multiplied by (b) such user's applicable Level Up Rewards Percentage. For the avoidance of doubt, the Primary Rewards Percentage shall apply to a user's qualified transactions on Nifty Gateway's Primary Market (limited to the first-time purchase of an NFT, whether as a purchase from the Nifty Creator or as an NFT that is minted on the Nifty Gateway platform), and the Secondary Rewards Percentage shall apply to a user's qualified transactions on Nifty Gateway's Secondary Market (any pre-owned NFT transaction that occur after the initial NFT purchase or minting).
- 8. Distribution of Rewards.** Nifty Gateway will distribute Rewards earned by users during the Rewards Period as soon as reasonably practicable after each eligible purchase transaction is completed, by transfer to the applicable user's Nifty Gateway account in USD (subject to and as defined by the Nifty Gateway's Terms of Use). Nifty Gateway is not responsible for any delays in settling a transaction or distributing Rewards. To withdraw or transfer the Rewards, a user may be required to provide information requested by Nifty Gateway consistent with its Terms of Use and reasonable compliance processes.
- 9. Taxes.** All federal, state and local taxes and unspecified expenses are the responsibility of the user.
- 10. Prohibited Conduct.** Nifty Gateway reserves the right to suspend this Program at any time, and to disqualify, in its sole discretion and without notice, any transactions or users it believes to be engaged in fraud, market manipulation, wash trading, collusive activity, manufactured spending, abuse of the Program, improper usage of multiple accounts by an individual, or other activity of any kind deemed as inappropriate in Nifty Gateway's sole discretion. Any disqualified transactions shall not contribute to an applicable user's Rewards Level, Qualified Lifetime Spend, Rewards Period Spend or have any other contribution to a user's Rewards under the Program. Any disqualified users shall be removed from the Program and shall forfeit any and all Rewards under this Program. Nifty Gateway shall not be obligated to give notice of suspension or disqualification,

and users are not entitled to compensation of any kind resulting from suspension or disqualification unless such actions were prohibited by applicable law. Nifty reserves the right to remove from its platform any users that violate its Terms of Use.

- 11. Disputes.** Nifty Gateway's decisions regarding Rewards disputes are final, and to the greatest extent allowable by applicable law, Nifty Gateway shall have no liability for any disagreements between itself and users regarding any Rewards.
- 12. Amendment.** Nifty Gateway may amend these Rewards Terms at any time in its sole discretion. Such changes shall be effective immediately upon posting to Nifty Gateway's website and shall apply to all Nifty Gateway users. Changes may include, but are not limited to, the calculation of Rewards Levels, the duration of the Level Up Period or Rewards Period, the Rewards Percentages, the amount of Rewards earned, the availability of Rewards, or the timing and distribution process for Rewards. A user's continued participation in the Program or receipt of Rewards does not grant any vested rights, and no user may rely on the continued availability of the Program and/or Rewards.
- 13. Licenses and Approvals.** To the extent permitted by law, by accepting your Rewards, you grant Nifty Gateway an irrevocable, perpetual, non-exclusive, worldwide license to publish, post, display, copy, distribute, transmit, edit, use alone, together or with other works, and otherwise exploit your name, voice, persona, likeness, image, prize information, any quotes attributable to you, biographical data and any other indicia of persona in any manner whatsoever throughout the world, including on the Internet and at any time or time, in connection with the Program, in any and all forms of media now known or hereafter discovered, without additional compensation, review or approval rights, notification or permission, except where prohibited by law, and you release Nifty Gateway from any and all liability related thereto.