

**MSCHF and Mr. Beast “Everyone Gets A Car” Promotion
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. The Everyone Gets A Car (“Promotion”) begins at 11:00:00 AM Eastern Time (“ET”) on November 22, 2021 and ends at 11:59:59 PM ET on January 10, 2022, or while supplies of cars last, whichever comes first (“Promotion Period”). A notice will be posted online when supplies of cars are exhausted. The Promotion contains a game of chance (“Sweepstakes”). The computer clock of the Sponsors is the official time-keeping device in the Promotion.

This Promotion is not endorsed or certified by YouTube. All YouTube logos and trademarks displayed on this Promotion are property of YouTube. All questions, comments or complaints regarding the Promotion should be directed to the Sponsors at the addresses listed below and not to YouTube. YouTube’s Community Guidelines can be found at <https://www.youtube.com/howyoutubeworks/policies/community-guidelines/>.

- 1. ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States and the District of Columbia, who are 18 (except 19 in Alabama and Nebraska and 21 in Mississippi) years of age or older at the time of Promotion registration. Employees of NightMedia and MSCHF (“Sponsors”), LW12, Realtime Media LLC (“Administrator”), their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, “Promotion Parties”) their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsors, which are final and binding in all respects. Void in any other US jurisdiction not listed above and where prohibited by law, rule, or regulation. All federal, state, and local laws and regulations apply.
- 2. HOW TO PARTICIPATE:** During the Promotion Period, as promoted during Mr. Beast live streams, purchase a Toy Car from www.EveryoneGetsACar.com and enter the Promotion by completely entering your correct information on the order form (required fields include: Full Name, Full Mailing Address and Email Address) to receive one (1) Order Number (“Entry” or “Entries”).

NOTE: The total supply of available Toy Cars for purchase is limited to two hundred fifty thousand, one hundred (250,100) units and will be available on a first come, first served basis, while supplies last. The purchase, sale, trading or barter of Order Numbers via online or live auctions, or any other method, do not constitute Legitimate Channels and are expressly prohibited.

ALTERNATE METHOD OF ENTRY (AMOE): To participate without purchase, send a 3x5 card or piece of paper with your full name, full mailing address and email address to: MSCHF Product Studio Inc., Attn: Everyone Gets A Car, 62 Bayard, Brooklyn, NY 11222, to receive an Entry, based on the order in which your card is received and processed. Each Entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced entries will be accepted. No responsibility is assumed for lost, late, incomplete, illegible, misdirected or postage-due entries. No responsibility is assumed for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions, or difficulties of any kind or (ii) any incorrect data contained in any Entry. Mail-in entries must be postmarked no later than January 10, 2022, and received by January 13, 2022, to be eligible for the drawing. All Entries become the property of Sponsors and will not be returned or acknowledged.

Limit of one (1) Entries per person, per mailing address, per email address, for the duration of the Promotion Period, regardless of method of entry.

3. **PRIZE AWARDING/ODDS:** Winners who purchase will be selected by the Sponsors in a series of random drawings throughout the Promotion Period from all eligible entries received as of the time of each drawing. Those who enter by mail will be given an equal opportunity to win every prize but will be notified at the conclusion of the promotion as defined above to assure that they are equally considered for every prize. Odds of winning depend on the number of eligible entries received at the time of each drawing.
4. **WINNER NOTIFICATION:** The Potential First Place winners will be notified by email and/or phone within two (2) business days of winner selection or as soon as reasonably practicable. Potential First Place Prize winners will be sent, via email and/or overnight mail, an Affidavit of Eligibility/Release, and an IRS W9 Form. All forms must be completed, signed, and returned to Sponsors within seven (7) days of date of issuance. The potential winner then and only then becomes the "winner." If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner may be selected from among all remaining Entries for that drawing. Second Place and Third Place Prize winners will be effectively notified by USPS mail, UPS mail, or other traditional paid mail service when they receive their fulfilled Toy Car order with their prize also included.
5. **PRIZES/PRIZE RESTRICTIONS:** A total of Two Thousand, Seven Hundred Fifty-Five (2,755) prizes will be awarded during the Promotion which are detailed below:
- **FIRST PLACE PRIZES (5):** Five (5) First Place Prizes will be awarded, as detailed below (one (1) per Winner):
 - One (1) Pre-Owned Lamborghini Aventador Coupe (Approximate Retail Value "ARV": \$300,000.00)
 - Four (4) Pre-Owned Lamborghini Gallardos (ARV: \$100,000.00 each)

The ARV of all First Place Prizes is \$700,000.00.
 - **SECOND PLACE PRIZES (250):** Two Hundred Fifty (250) Second Place Prizes will be awarded, (one (1) per Winner), each consisting of:
 - One (1) Lamborghini Aventador LP700-4 6-Volt Battery-Powered Ride-On Car (ARV \$279.00 each).

The ARV of all Second Place Prizes is \$ 69,750.00.
 - **THIRD PLACE PRIZES (2,500):** Two Thousand, Five Hundred (2,500) Third Place Prizes will be awarded, (one (1) per Winner), each consisting of:
 - One (1) Licensed RC Series, 1:24 Scale Remote Control Car Lamborghini Aventador SVJ Electric Sport Racing Hobby Toy Car Model Vehicle (ARV \$20.00 each).

The ARV of all Third Place Prizes is \$50,000.00.

The ARV all Promotion Prizes is \$819,750.00.

PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per household. Prizes will be awarded only upon winner redemption, confirmation, verification, and final approval by Sponsors. No substitution, transfer of any prize or cash alternative permitted for the Pre-Owned Lamborghini Aventador Coupe prize. Sponsors reserve the right to offer a cash alternative for the Pre-Owned Lamborghini Gallardos. No cash alternative permitted for the Second Place and Third Place prizes, but Sponsors have the right to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL

PRIZE DETAILS ARE AT SPONSORS' SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

- 6. GENERAL:** Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsors and/or their licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsors and/or their licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort, or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsors with proof that the potential winner is the authorized account holder of the email account associated with the winning Entry. The authorized account holder is deemed to be the natural person who is assigned the email account by the email platform operator. If, in Sponsors' sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.
- 7. CONDUCT:** By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding, and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 8. LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation,

errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

- 9. RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify YouTube and the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 10. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsors, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than State of Texas. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of Texas. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have. By participating in this Promotion, you agree that (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorneys' fees; and (iii) under no circumstances will you be permitted to obtain awards for and hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.
- 11. PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold, or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsors, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsors' Privacy Policies, which are available at <https://night.co/privacy> and <https://www.msCHF.xyz/app/privacy-policy.pdf>. In the event of any discrepancy between the Sponsors' Privacy Policies and these Official Rules, these Official Rules shall control and govern.
- 12. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to the First Place Prize Winners.
- 13. WINNERS LIST:** For a list of prize winners, send an email message to support@everyonegetsacar.com with "Winner's List" as the email subject and the "Everyone Gets A Car" specified in the body of the email. Requests must be received within four (4) weeks of the end of the Promotion Period.

SPONSORS: NightMedia, 1108 Lavaca Street, Suite 110, #580, Austin, TX 78701; MSCHF, 62 Bayard Street, Brooklyn, NY 11222

ADMINISTRATOR: Realtime Media LLC, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428