

Karta Games, Prizes & Game Currency Terms and Conditions

Last Updated: January 11, 2021

These Games, Prizes & Game Currency Terms and Conditions (“Games Terms”) govern your participation in any games, contests, sweepstakes, promotions, or other interactive features (collectively, the “Games”) and your acquisition, use, and management of any related game currency (“Game Currency”) provided by or through the Karta platform (“Karta,” “we,” “us,” or “our”). These Games Terms are incorporated by reference into the Karta Terms of Service and the Karta Privacy Policy (“Karta Legal Terms”), available at <https://karta.com/legal>. By participating in any Games or using any Game Currency, you agree to these Games Terms, the Karta Legal Terms, and all applicable laws. If you do not agree, you may not participate or use the Game Currency.

We reserve the right to modify these Games Terms at any time in our sole discretion. Your continued participation in any Games and/or continued use or possession of Game Currency after changes are posted constitutes your acceptance of those changes.

1. Scope of Games, Prizes, and Game Currency

1.1 Overview: We may offer various free-to-play Games through Karta. Participation in these Games may allow you to earn or win:

- Internal game currency (“Game Currency”) represented at a 1:1 ratio to a U.S. dollar value strictly within the Karta platform environment.
- Discounts or percentage-off promotions.
- Physical merchandise such as t-shirts, hats, or other items (“Merchandise Prizes”).
- Experiential rewards, which may include travel or event experiences (“Experiential Prizes”).
- Other digital or physical items, as announced periodically.

1.2 No Guarantee of Availability or Similarity: All Prizes and Game Currency accrual opportunities are subject to availability. We may substitute, modify, or discontinue any Prize or alter the earning conditions and availability of Game Currency at our sole discretion without notice.

1.3 Geographical and Practical Limitations: Certain Prizes, particularly those requiring physical shipping or travel, may not be available or feasible in all regions. If fulfilling a Prize is not possible, we may, at our sole discretion, substitute it or cancel the award without liability.

2. Participation and Eligibility

2.1 Age and Jurisdiction: You must be of the age of majority in your jurisdiction to participate. If you are a minor, you represent that you have obtained permission from a parent or legal guardian. Participation is void where prohibited by law.

2.2 Compliance With Laws: You agree to comply with all applicable laws, these Games Terms, and the Karta Legal Terms. We may disqualify any participant or rescind any Prize or Game Currency if we believe, in our sole discretion, that the participant has violated any provision or engaged in fraud, abuse, cheating, or other misconduct.

2.3 Free Participation: Unless otherwise stated, no purchase or payment is required to participate in the Games. Payment or purchase does not improve your chances of winning.

2.4 Local Regulations: You are solely responsible for determining whether participating in the Games is lawful in your jurisdiction. We make no representations or warranties regarding the legality of your participation or the receipt of any Prizes or Game Currency.

3. Game Currency

3.1 Nature of Game Currency: Game Currency is a virtual asset maintained and facilitated by Karta. It has no inherent cash value outside the Karta platform. Within Karta, Game Currency may generally be used as if each unit equals one U.S. dollar for certain transactions we permit. This does not guarantee acceptance for all transactions, and we may change these uses at our discretion.

3.2 Blockchain and Withdrawal:

- If you choose to withdraw Game Currency, it may be provided as an ERC-20 token on the Ethereum network or any other blockchain we may select in the future. We make no representations about the stability, liquidity, or external value of the Game Currency once it leaves the Karta platform.
- You acknowledge that blockchain transactions are irreversible, and if you send Game Currency to an incorrect address or otherwise lose access due to technical errors, lost keys, or similar mishaps, we are not liable for any lost Game Currency.
- If you forget, lose, or misplace the private keys or recovery phrases associated with your self-custodied wallet, you agree that this loss is solely your responsibility, and we are not liable or obligated to restore or recover any Game Currency.

3.3 Value and Volatility: We are not responsible for any external marketplace fluctuations, transfer fees, liquidity issues, or other economic and technical risks associated with managing or trading these tokens outside Karta. Any external trading or speculation is at your sole risk.

3.4 Revocation and Alteration of Value: We may revoke, suspend, reduce, limit, or otherwise alter your Game Currency at any time for any reason, including suspected fraud, abuse, or violations of these Games Terms. We do not guarantee that Game Currency will maintain any particular value or that it can be exchanged for goods or services, inside or outside Karta.

3.5 No Financial, Tax, or Investment Advice: Nothing in these Games Terms constitutes financial, tax, or investment advice. Consult qualified professionals before engaging in external transactions involving Game Currency. You bear sole responsibility for any taxes, duties, or fees associated with holding, transferring, or using Game Currency.

4. Games Structure

As we introduce and develop new Games, we will add them as subsections here. All new Games are subject to these Games Terms.

4.1 Shake-and-Win Game

- **Overview:** In this Game, you shake your device to move virtual spheres on the screen. Some spheres may contain Prizes, while others may not. When you shake vigorously, a goal appears at the bottom of the screen. If a Prize-containing sphere enters the goal area while it's open, you may win that Prize. Stopping shaking causes the goal to close, and you must resume shaking to reopen it.
- **Frequency of Play:** Typically, you can play this Game once every 24 hours. A countdown timer may appear if you attempt to play more frequently. We reserve the right to change these frequency limits, timers, odds, and mechanics at any time without prior notice.
- **No Guaranteed Outcomes:** There is no guarantee of winning a Prize. We may change the availability, probability, or nature of Prizes at our sole discretion at any time.
- **Health and Device Risks:** Participation is at your own risk. If you experience discomfort, physical strain, seizures, or any adverse health condition, you agree that Karta is not liable. If you damage your device while participating, that is solely your responsibility.

5. Prize Notification and Claiming

5.1 Notification of Win: If you win a Prize, the on-screen interface will notify you. We may also attempt to send a push notification or email as a courtesy. We are not responsible if these communications fail.

5.2 Redemption Process: You must follow any instructions we provide to claim your Prize. Failure to do so within any stated timeframe may result in forfeiture without liability on our part.

5.3 Substitution and Unavailability: If a Prize cannot be shipped, delivered, or fulfilled due to location, law, logistics, or other reasons, we may, at our discretion, provide an alternative Prize or cancel the award. We are not liable for customs, import fees, local taxes, or any duties related to the Prize.

5.4 Taxes and Duties: You are solely responsible for any taxes, duties, or fees related to receiving or using a Prize or Game Currency.

5.5 Accurate Information: You must provide accurate contact and shipping information. We are not responsible for loss or delay of a Prize due to inaccurate information or failure to respond to instructions.

6. Disqualification, Abuse, and Compliance

6.1 Prohibited Conduct: Any manipulation, hacking, cheating, spamming, or misuse of the Games or Game Currency is strictly prohibited. We may disqualify you, revoke your Prizes and Game Currency, and suspend or terminate your account without notice for any such behavior.

6.2 Compliance Review: We may audit participation records, investigate suspicious behavior, and ensure compliance with these Games Terms. Our determination is final.

6.3 Remedial Actions: We may take any action we deem appropriate, including legal action, to protect our rights and interests in the event of abuse or violation of these Games Terms.

7. Intellectual Property

All intellectual property rights relating to the Games, Game Currency, Prizes, and related materials are the property of Karta or its licensors. Your participation does not grant you any ownership or intellectual property rights in our content.

8. Disclaimers and Limitation of Liability

8.1 As-Is and As-Available Basis: The Games, Game Currency, and Prizes are provided on an “as is” and “as available” basis without warranties or representations of any kind, express or implied.

8.2 No Liability for Participation Risks: By participating, you assume all risks. We are not liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including device damage, health issues, lost Game Currency due to technical errors or lost keys, or dissatisfaction with outcomes.

8.3 No Liability for External Factors: We are not responsible for events outside our control, including blockchain network failures, third-party platform malfunctions, acts of God, internet outages, denial-of-service attacks, regulatory changes, or other events preventing you from participating or claiming a Prize.

8.4 No Liability for External Value: We are not responsible for the value, volatility, or liquidity of Game Currency outside the Karta platform. Any attempt to hold, transfer, or trade Game Currency externally is at your sole risk.

8.5 Severability of Terms: If any provision of these Games Terms is found invalid or unenforceable, the remaining provisions remain in full force and effect.

9. Governing Law and Dispute Resolution

All disputes arising out of or related to these Games Terms shall be governed by and resolved under the governing law and dispute resolution provisions set forth in the Karta Legal Terms.

10. Entire Agreement

These Games Terms, together with the Karta Legal Terms and any specific rules for individual Games, constitute the entire agreement between you and Karta regarding the Games and Game Currency. They supersede all prior or contemporaneous communications, oral, written, or electronic.

11. Amendments, Changes, and Termination

We reserve the right to suspend, discontinue, modify, or remove the Games, Game Currency, or any Prize, in whole or in part, at any time and for any reason, without liability. Your continued participation after changes are posted constitutes your acceptance of those changes.

By participating in the Games and/or acquiring or using Game Currency, you acknowledge that you have read, understood, and agree to these Games Terms, and that these Games Terms are fair and reasonable. If any particular provision is found not to apply, the rest of the Games Terms still stand.