Official Rules

Scopely Life Must Be Worn Gloriously Contest

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE OR PAYMENT

OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE

PROHIBITED OR RESTRICTED BY LAW. PLEASE READ THESE RULES CAREFULLY. AS

EXPLAINED BELOW, THE RULES REQUIRE THAT DISPUTES ARISING OUT OF OR

RELATING TO THIS CONTEST BE RESOLVED IN ARBITRATION IN THE UNITED STATES

ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS OR JURY TRIALS, AND

LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.

1. CONTEST PERIOD: The Scopely Star Trek Fleet Command Life Must Be Worn Gloriously Contest (the “Contest”) begins on September 13, 2023 at 12:00 p.m. Pacific Standard Time and ends on October 2, 2023 at 11:59 a.m. Pacific Standard Time ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS. The Sponsor of this Contest is Scopely, Inc. (“Sponsor”). The Administrator of this Contest is The Concept Studio, LLC (“Administrator”).

2. ELIGIBILITY: This Contest is open only to individuals at least 18 years of age or older, or the age of majority in his/her residence, who are legal residents of 50 United States or D.C., the United Kingdom, Germany, France or Australia. GRAND PRIZE IS ONLY AVAILABLE FOR LEGAL RESIDENTS OF U.S. Employees, shareholders, officers, directors, agents, and representatives of Sponsor and Administrator, and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives and participating promotion and advertising agencies and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Contest and their respective employees, shareholders, officers, directors, agents, and representatives are not eligible to participate in the Contest. Immediate Family and Household Members (defined below) of such individuals are also not eligible to enter or win. For purposes of the Contest, Household Members shall mean those people who share the same residence at least three months a year and Immediate Family Members shall mean parents, step-parents, legal guardians, children, stepchildren, siblings, stepsiblings, or spouses. Subject to all applicable laws. Void where prohibited by law.

3. HOW TO ENTER: To enter the Contest, during the Contest Period: (1) you must have,

or register for, a Scopely ID, and play the Star Trek™ Fleet Command game and (2) either submit a photo along with a short description or provide a short story in 100 words of fewer, showing/describing the most interesting place or most interesting situation when you played Star Trek Fleet Command. Post your picture/story on either Discord, Reddit,Twitter (X), Facebook, Instagram, or Tik-Tok using the hastags #stfc5th #sweeps. You can download the Star Trek™ Fleet Command app from either the App Store or Google Play for free. In-app purchases are available. LIMIT ONE ENTRY PER SOCIAL MEDIA WEBSITE PERSON.

Submission Requirements: All submissions must be in English and limited to [100] words or fewer. Submission must be your original work, may not have been published previously, must not infringe third-party rights, including trademark, copyright and right to privacy and publicity, and must be suitable for publication, as determined solely by Sponsor. You must be the photographer of any photo submitted. You must have your social media settings on public for entry to be accepted.

Submissions will be disqualified, in Sponsor’s or Administrator’s sole discretion, if they contain or describe any illegal or dangerous activity or any inappropriate material or language, including profanity, disparage a competitor of Sponsor, or if they are inconsistent with Sponsor’s corporate image. Sponsor reserves the right to disqualify any entry or participant that it deems, in its sole discretion, to be a violation of the Official Rules or the Terms of Use of the app or that is not in keeping with Sponsor’s image or which communicate messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate. Sponsor is not responsible for lost, interrupted or unavailable network server or other connection; miscommunications; failed phone or computer or telephone transmissions; technical failure; jumbled, scrambled or misdirected transmissions; late, lost, incomplete, delayed, or misdirected entries; or other error of any kind whether human, mechanical, or electronic. False or deceptive acts or entries, or entries generated by script, macro or other automated means will be void, will render a participant ineligible, and also may result in participant no longer being allowed to enter Sponsor’s sweepstakes, contests or other promotions in the future, at Sponsor’s sole discretion. All entries submitted become the property of Sponsor and will not be acknowledged or returned. You must provide all information requested. Incomplete, unreadable or unintelligible submissions will be disqualified. Participation in the Contest constitutes your understanding of,

full and unconditional agreement to, and acceptance of these Official Rules. Sponsor reserves

the right to disqualify any person that Sponsor determines to be in violation of any term

contained in these Official Rules. Sponsor’s decision not to enforce a specific provision of these Official Rules does not constitute a waiver of that provision or of the Official Rules generally. All entry materials and other submissions become the sole and exclusive property of Sponsor. By participating in this Contest, you agree to be bound by these rules and all decisions of the Administrator and Sponsor, which are final and binding on all aspects of the Contest.

4. WINNER SELECTION/VALIDATION: There will be one (1) Grand Prize Winner

selected from among U.S. residents only. All other Prize Winners will be selected from

among all eligible entrants. Prize Winners will be chosen at the end of the Contest Period on October 11, 2023 in Culver City, CA USA by independent judges based upon creativity and originality. Sponsor reserves the right to extend the Contest Period and/or the right to select fewer than the stated number of winners, if, in its sole discretion, it does not receive a sufficient number of eligible entries. Winners will be notified via email (to the email provided on their registration form) in or about 5 days after the end of the Contest Period. Winners may be required to sign and return an affidavit of eligibility and prize/publicity release within three (3) business days. If a potential Winner cannot be reached after reasonable effort has been exerted (response within three (3) days of receipt of initial notification), he or she is found to be ineligible at any point during the administration of the Contest, he or she cannot or does not comply with these Official Rules or the Sponsor’s or Administrator’s instructions, or if his or her prize, prize notification, or other contest-related correspondence is faulty, rejected, or returned as undeliverable, that Winner may be disqualified without notification and an alternate

Winner, or runner up, may be selected at Sponsor’s discretion. Only three (3) alternate Winners will be contacted, after which a prize will remain un-awarded. A potential Winner (or any alternate potential winner if one must be selected) is not official and will not be confirmed until he/she has completed, signed and returned any documentation which may be required by Sponsor, including, but not limited to, a notarized Affidavit of Eligibility, release of liability,

publicity release form, and a completed IRS W-9 form (the “Contest Documents”), and the

eligibility of the potential winner has been verified. If a Winner fails to sign and return the

aforementioned required documents or provide any other requested information within the

required time period including a valid mailing address (P.O. Boxes not permitted), the potential

Winner forfeits his/her prize. Contest submissions are subject to validation by the Administrator. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be declared made by the authorized account holder at the time of entry. Administrator reserves the right to require proof of identity and/or eligibility (in a form acceptable to the Administrator – including, without limitation, government issued photo identification) for any reason the Administrator deems necessary, in its sole discretion, for the purposes of administering this Contest in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Administrator within the timeline specified by the Administrator may result in disqualification by the Administrator, in its sole discretion.

5. PRIZES:

One (1) Grand Prizes (U.S. residents only): Trip to Los Angeles for a Paramount Studios

Tour and screening of TNG First Contact. Grand Prize consists of: one (1) coach roundtrip

airline tickets between the major gateway airport nearest winner’s residence in U.S. and Los

Angeles, CA; ground transportation between airport and hotel in Los Angeles; two (2) night hotel room accommodation; and Paramount Studios and screening of TNG First Contact for winner and guest, along with a selection of swag items, determined by Sponsor, including VIP Box, 3D printed ship, hoodie, t-shirt, pin and sticker [Approximate Retail Value (“ARV”): $3,000]. Trip does not include transportation to/from airport in departure city, spending money, incidentals and any other expenses not specifically listed herein. Prize trip must be taken in November 2023 on dates specified by Sponsor or Administrator. Winner must be US Citizens and comply with all governmental, airline, hotel and studio requirements and restrictions. Winner must travel on same itinerary. All travel arrangements must be made through Sponsor or Administrator. Winner is solely responsible for obtaining all necessary travel documents. Winner will be responsible for any and all federal, state and/or local taxes resulting from acceptance of the prize and will receive an IRS Form W-9 for the value of the prize. Winner cannot assign or transfer the prize to another person. No cash or prize substitution is allowed except at the discretion of Sponsor. Trip must be taken on date(s) specified by Sponsor or Administrator in November, 2023 or prize will be forfeited. The prize and trip dates are subject to availability and selected blackout dates. Other restrictions may apply. A major credit card may be required at hotel check-in to cover any miscellaneous expenses. Winner cannot be on any governmental or airline list making them ineligible for travel. Winner, for him/herself and guest agree to comport themselves in appropriate conduct and to not engage in any illegal or other activity which would harm the Sponsor’s reputation. Failure to do so may result in disqualification and forfeiture of the prize (or any remaining portion) at Sponsor’s discretion. ARV is subject to change based upon market conditions at time of prize fulfillment and time of travel. Any difference between the ARV and the actual value, if any, will not be awarded. Any prize details not specified above will be determined by Sponsor in its sole discretion. Odds of winning a Grand Prize depend on the number of eligible entries received from U.S. residents.

The following additional prizes are available to all eligible entrants:

Nine (9) First Prizes consisting of: VIP Box, 3D printed ship, hoodie, shirt, pin and sticker [ARV: ARV: $450]

Ten (10) Second Prizes consisting of: VIP Box, 3D printed ship and pin [ARV: $50].

Ten (10) Third Prizes consisting of: T-shirt, hoodie and sticker. [ARV: $25]

Odds of winning a prize other than the Grand Prize depend on the number of eligible entries.

Total ARV of all prizes: [$4200]. Specific prize items are selected by Sponsor at its discretion.

Prizes must be accepted as awarded. No substitution or transfer of prize is permitted except at Sponsor’s sole discretion or as provided herein. If a prize, or any portion thereof, cannot be

awarded for any reason, Sponsor reserves the right to substitute such prize (or portion thereof) with an equivalent prize of equal or greater value. All taxes, and all other costs associated with acceptance or use of the prize(s), are the sole responsibility of the applicable winner(s). Arrangements for delivery of prize(s) will be made after winner validation. LIMIT ONE (1) PRIZE PER PERSON.

6. GENERAL CONDITIONS/INDEMNIFICATION: By participating in this Contest and/or by

accepting any prize that you may be awarded, you agree that Sponsor, Administrator, and each of their respective parents, subsidiaries and affiliated companies, units and divisions; and their advertising and promotional agencies and prize suppliers; each of their respective officers, directors, agents, representatives and employees; and each of these companies’ and

individuals’ respective successors, representatives and assigns, and Discord, Reddit, Twitter (X), Facebook, Instagram and Tik-Tok (collectively, the Released Entities) shall not be liable for any and all actions, claims, including any third-party claims, injury, loss or damage arising in any manner, directly or indirectly, arising from or relating to this Contest, including entry and participation in this Contest, or the acceptance, possession, use or misuse of any prize. By participating in the Contest and/or accepting any prize that you may be awarded, you agree to fully indemnify each Released Entity from any and all such claims by third parties without limitation. Entrants authorize the Sponsor and its agents to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winner&#39;s list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above-mentioned information or materials, but may do so and may edit such information or materials, in Sponsor’s sole discretion, without further obligation or compensation. The Released Entities shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or submissions, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by your participation in this Contest or resulting from acceptance, possession, use or misuse of a prize; (v) any printing, typographical, administrative or technological errors in any materials associated with the Contest; (vi) potential winner’s inability to attend trip (vii) any postponement or cancellation of game. Released Entities disclaim any liability for damage to any phone or other electronic device resulting from participating in, or accessing or downloading information in connection with this Contest should a virus, bug, computer or phone problem, unauthorized intervention or any other causes beyond Sponsor’s control, corrupt the administration, security or proper play of the Contest. Sponsor reserves the right in its sole discretion to modify, cancel, suspend or terminate the Contest in its entirety or any affected portion thereof. In the event the Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each a

“Force Majeure” event or occurrence), then subject to any governmental approval which may

be required, Sponsor shall have the right to modify, suspend, cancel or terminate the Contest in its entirety or any affected portion thereof. If the Contest or a particular portion thereof is

canceled or terminated before the designated Contest Period end date for any reason, Sponsor may (if possible) select the winner from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such selection shall be each entrant’s sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision.

Sponsor may prohibit you from participating in the Contest or winning a prize and/or from participating in any other promotions offered by Sponsor if, in its sole discretion, it determines you are attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other participants or Sponsor representatives, or if you submit entries using multiple accounts. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHALL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

7. PRIVACY: All information submitted for participation in this Contest is subject to and will

be treated in a manner consistent with the Scopely Inc., Privacy Policy accessible at

https://scopely.com/privacy/. By participating in this Contest, you hereby agree to Scopely

collection and usage of their personal information and acknowledge that they have read and

accepted the Scopely Privacy Policy.

8. DISPUTES/ARBITRATION: Except where prohibited by law, as a condition of

participating in this Contest, you agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved

individually, and not as a participant in any class action, and exclusively by final and binding

arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest Culver City, California, USA; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorney’s fees, other than entrant’s actual out-of-pocket expenses (i.e., costs directly attributable to participating in this Contest), and you further waive all rights to have damages multiplied or otherwise increased.

9. GOVERNING LAW: All U.S. federal, state and local laws and regulations apply. All

issues and questions concerning the construction, validity, interpretation and enforceability of

these Official Rules, or the rights and obligations herein in connection with the Contest, shall be governed by, and construed in accordance with California (USA) law without giving effect to any choice of law or conflict of laws.

10. SPONSOR: This Contest is sponsored by Scopely Inc., 3530 Hayden Avenue, Culver

City, CA 90232. This Contest is not sponsored, administered or endorsed by Discord, Reddit, Twitter, Facebook, Instagram or Tik-Tok.

11. ADMINISTRATOR: This Contest is administered by The Concept Studio, LLC, 606 Post

Road East #693, Westport, CT 06880.

12. WINNERS LIST: All requests for the names of the winners (first name and state/country)

must be made by December 3, 2023 by sending a self-addressed stamped return envelope to: Scopely Star Trek Fleet Command Contest Winners, 606 Post Road East #693, Westport, CT06880.

END OF OFFICIAL RULES

Abbreviated Rules

Scopely Star Trek Fleet Command Life Must Be Worn Gloriously Contest

No Purchase Necessary. The Contest is open to legal residents of 50 United States or D.C.,

United Kingdom, Germany, France and Australia, 18 years of age or older. Contest begins September 13, 2023 at 12:00 p.m. Pacific Standard Time (PST) and ends on October 2, 2023 at 11:59 a.m. PST Total value of all prizes is ]. Grand Prize available for U.S. residents only. Void where prohibited. See Official Rules for additional eligibility restrictions, prize descriptions and complete details. Subject to official rules. Sponsor: Scopely Inc., 3530 Hayden Avenue, Culver City, CA 90232.