**Official Rules**

**Scopely Star Trek™ Fleet Command Avatar Sweepstakes**

**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 SWEEPSTAKES 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. SWEEPSTAKES PERIOD:** The Scopely Star Trek™ Fleet Command Avatar Sweepstakes (the “Sweepstakes”) begins on October 18, 2023 at 12:01 a.m. Eastern Standard Time (EST)and ends on November 4, 2023 at 11:59 p.m. EST. 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 Sweepstakes is open only to individuals who are legal residents of 50 United States or D.C., Canada, the United Kingdom, France, Germany or Australia (except New South Wales), who are at least 18 years of age or the age of majority in his/her/their residence. 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 Sweepstakes and their respective employees, shareholders, officers, directors, agents, and representatives are not eligible to participate in the Sweepstakes. Immediate Family and Household Members (defined below) of such individuals are also not eligible to enter or win. For purposes of the Sweepstakes, "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, step siblings, or spouses. Subject to all applicable laws. Void where prohibited by law.

**3. HOW TO ENTER:** To enter the Sweepstakes, you must have, or register for, a Scopely

Account at https://id.scopely.com/, and complete qualifying events in the Star Trek™ Fleet Command game during the Sweepstakes Period. You can gain entries by collecting Star Trek Fleet Command 5th Anniversary Credits in-game through events and also by claiming "Missions Keys" through the Star Trek Fleet Command Webstore. Download the Star Trek™ Fleet Command app from either the App Store or Google Play for free.

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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes.

**4. WINNER SELECTION/VALIDATION:** Prize Winners will be chosen at random at the end of the Sweepstakes Period on or about November 10, 2023 by the Sponsor in Culver City, CA. Sponsor reserves the right to extend the Sweepstakes 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 Sweepstakes Period.

Winners may be required to sign and return an affidavit of eligibility and prize/publicity release within three (3) business days. Grand Prize Winner may be required to sign an assignment and release of rights to any avatar created. 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 Sweepstakes, 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 sweepstakes-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 “Sweepstakes 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.

Sweepstakes 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 Sweepstakes 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.

If a potential winner is from Canada, he/she must answer correctly without assistance of any kind, a mathematical skill-testing question.

**5. PRIZES/ODDS:**

**Three (3) Grand Prize:** A virtual/online meeting with the Scopely art design team to design avatars in the Star Trek Fleet Command Game and 3D printed ship, hoodie and shirt.Approximate retail value (ARV): $550. Date and time of meeting shall be determined by Sponsor. Winner must be available on dates/times selected by Sponsor, or prize may be forfeited. Prize does not include any travel expenses or remuneration. Sponsor retains sole discretion as to whether any avatars shall be used in any games. Winner agrees to assign to Sponsor or its designee any rights he/she may have to any works created and that Sponsor or its designee shall have all ownership rights in and to any works created, including all rights to use, publish, distribute or display the work and to any remuneration in connection with such work.

The following additional prizes are available to all eligible entrants: Five (5) First Prize: VIP Box. First Prize consists of: 3D printed Star Ship, a hoodie, t-shirt, sticker and pin. [ARV: $59.24.] Twenty (20) Second Prize consisting of: 3D printed Star Ship, hoodie, t-shirt [ARV: $51.70] Twenty Five (25) Third Prizes consisting of: hoodie, shirt, sticker and pin. [ARV: $28.30] Fifty Five (55) Fourth Prizes consisting of: hoodie and pin. [ARV: $20.74] Fiftyfive (55) Fifth Prizes consisting of: t-shirt and sticker. [ARV: $7.56]

Total approximate value of all prizes is $5,244.

Prizes must be accepted as awarded. Specific merchandise to be awarded is within sole discretion of Sponsor. 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.

Odds of winning a prize depend upon the number of eligible entries.

**6. GENERAL CONDITIONS/INDEMNIFICATION:** By participating in this Sweepstakes 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; Reddit, Discord, Instagram, Facebook, Meta, Twitter, X Corp., and TikTok (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 Sweepstakes, including entry and participation in this Sweepstakes, or the acceptance, possession, use or misuse of any prize. By participating in the Sweepstakes 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'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 Sweepstakes 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 Sweepstakes; (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 Sweepstakes 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 Sweepstakes. Sponsor reserves the right in its sole discretion to modify, cancel, suspend or terminate the Sweepstakes in its entirety or any affected portion thereof. In the event the Sponsor is prevented from awarding prizes or continuing with the Sweepstakes 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 Sweepstakes in its entirety or any affected portion thereof. If the Sweepstakes or a particular portion thereof is canceled or terminated before the designated Sweepstakes Period end date for any reason, Sponsor may (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing 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 Sweepstakes or winning a prize if, in its sole discretion, it determines you are attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other participants or Sponsor representatives.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES 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.

1. **PRIVACY**: All information submitted for participation in this Sweepstakes 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 Sweepstakes, you hereby agree to Scopely collection and usage of their personal information and acknowledge that they have read and accepted the Scopely Privacy Policy. For Canadian residents: your personal information provided will only be used to administer the Sweepstakes.
2. **DISPUTES/ARBITRATION:** Except where prohibited by law, as a condition of participating in this Sweepstakes, you agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes 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 attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs directly attributable to participating in this Sweepstakes), and you further waive all rights to have damages multiplied or otherwise increased.
3. **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 Sweepstakes, shall be governed by, and construed in accordance with California (USA) law without giving effect to any choice of law or conflict of laws.

1. **SPONSOR:** This Sweepstakes is sponsored by Scopely Inc., 3530 Hayden Avenue, Culver City, CA 90232.
2. **ADMINISTRATOR:** This Sweepstakes is administered by The Concept Studio, LLC, 606 Post Road East #693, Westport, CT 06880.
3. **WINNERS LIST**: All requests for the names of the winners (first name and state/country) must be made by October 23, 2023 by sending a self-addressed stamped return envelope to: Scopely Star Trek Fleet Command Avatar Sweepstakes Winners, 606 Post Road East #693, Westport, CT 06880.

This Sweepstakes is not sponsored, endorsed or administered by Reddit, Discord, Instagram, Facebook (Meta), Twitter (X), or TikTok.

END OF OFFICIAL RULES

**Abbreviated Rules**

**Scopely Star Trek Fleet Command Avatar Sweepstakes**

No Purchase Necessary. The Sweepstakes is open to legal residents of 50 United States or D.C., Canada, United Kingdom, France, Germany and Australia (except New South Wales), 18 years of age or older. Sweepstakes begins October 3, 2023 at 12:01 EST and ends on October 23, 2023 at 11:59 p.m. EST. Total approximate value of all prizes is $5,244. Void where prohibited. Canadian winners must answer a skill question to win. 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.