

NFT Holder Giveaway Terms

1 General information

- (a) These terms and conditions (**Terms**) govern the weekly non-fungible token (**NFT**) giveaway (**NFT Giveaway**) that is run in connection with the Schmeckles Project.
- (b) The Schmeckles Project is a community-based project built on the XRP ledger (**XRPL**) and designed for fans of the adult cartoon, Rick & Morty, to celebrate the cartoon and build community around shared fandom.
- (c) The Giveaway is run by Schmeckles Pty Ltd (ACN 660 537 413) (**Schmeckles**), a company incorporated in Australia.
- (d) You should read these Terms before entering into a NFT Giveaway. If you do not understand these Terms or do not agree to these Terms, you should not enter into a NFT Giveaway. By entering into a NFT Giveaway, you have agreed to these Terms.

2 Eligibility

- (a) To be eligible to participate in a NFT Giveaway, you must satisfy each of the following criteria:
 - (i) you must be a resident of a jurisdiction in which the NFT Giveaway is not prohibited by law;
 - (ii) you must be at least 18 years of age;
 - (iii) you must have an XRPL-compatible wallet and comply with all applicable rules and requirements relating to holding such a wallet;
 - (iv) you must follow the @Schmeckles_XRPL account on X (previously known as 'Twitter'); and
 - (v) you must hold at least one NFT from the "SCHMECKLES VS YOU!" or "Let it Burn" collections.
- (b) It is your responsibility to determine whether you are eligible to participate in a NFT Giveaway.

3 Entry requirements

- (a) To enter the NFT Giveaway, you must show proof of your NFT(s) through posting your NFT(s) on X within 48 hours of the NFT Giveaway announcement. Schmeckles will announce the NFT Giveaway via making a post on X.
- (b) The number of entries you receive will depend on the rarity of the NFTs you hold.
- (c) Unless otherwise announced by Schmeckles or the Streamer, you will receive:
 - (i) 5 entries per Legendary NFT

- (ii) 4 entries per Artefact NFT
 - (iii) 3 entries per Epic NFT
 - (iv) 2 entries per Rare NFT
 - (v) 1 entry per Common NFT.
- (d) There is no limit to the number of entries you can make in a NFT Giveaway; however, you are only eligible to win one prize per NFT Giveaway.
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4 Prizes

- (a) The prizes for a NFT Giveaway may include Schmeckles tokens, Schmeckles NFTs and physical merchandise.
 - (b) Schmeckles has absolute discretion to determine the prize or prizes available for a particular NFT Giveaway.
 - (c) Schmeckles has absolute discretion to determine the number of winners for a particular NFT Giveaway.
 - (d) None of Schmeckles, the Schmeckles Project or its representatives make any representations or warranties as to the availability of any specific or type of prize for any particular NFT Giveaway, or the value of such prize or prizes.
 - (e) If you win a prize, Schmeckles may request your permission to use your name, image and comments for promotional purposes without additional compensation. You can withhold your permission, at your discretion.
 - (f) Prizes are awarded as presented and cannot be exchanged or transferred. No cash alternatives will be offered. Winners have the right to refuse the prize; however, no alternative prize will be provided.
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5 Winner selection and notification

- (a) Winners of a NFT Giveaway will be selected randomly through a draw conducted on the wheelofnames.com platform. None of Schmeckles, the Schmeckles Project, or its representatives, have any influence over the selection of winners using this platform.
- (b) Winners will be tagged in a X post and shared in the Schmeckles Project Discord and Telegram chat groups. Direct messages will be sent if there is no response.
- (c) To claim a prize, winners must provide their wallet address to Schmeckles to enable Schmeckles to transfer the prize to their wallet address. For NFT prizes, winners must confirm the transfer within one month of winning. and accept the prize within one month.
- (d) If a prize is not claimed, it will be redistributed in future NFT Giveaways.
- (e) Any form of cheating, including but not limited to, entering the NFT Giveaway with NFTs not owned by you. is strictly prohibited. You acknowledge and accept that if you win a prize in a NFT Giveaway, Schmeckles will verify the legitimacy of your entries through checking the NFTs against your wallet address.

- (f) Schmeckles reserves the right to immediately disqualify you from a NFT Giveaway if you are found to have entered the NFT Giveaway falsely by presenting NFTs you do not own. On disqualification, the prize you would have won will be redrawn and awarded to another eligible participant.

6 Publicity and privacy

- (a) The Streamer will collect the winners usernames for the purpose of prize distribution. Winners' usernames may be displayed during the stream for notification purposes. However, the Streamer will not publish the winners' names or usernames outside of the context of the stream.
- (b) Any personal information that is collected by Schmeckles or the Streamer, such as wallet addresses, will be used solely for the purpose of prize distribution. Schmeckles and the Streamer will take reasonable measures to protect this information. However, participants acknowledge that the XRPL is a public blockchain where transaction data is visible and auditable. Participants accept the risk that their wallet addresses may be discovered through blockchain analysis services.

7 General conditions

- (a) Schmeckles reserves the right to disqualify participants from a NFT Giveaway for any reason, and to prohibit a person from participating in future NFT Giveaways.
- (b) Schmeckles is not responsible for any technical issues, lost, delayed, or misdirected entries, or any other issues that may affect the ability to participate in the NFT Giveaway.
- (c) To the maximum extent permitted by law, Schmeckles will not be liable for any direct or indirect loss or damages (including consequential loss) suffered by you or any other person in connection with a NFT Giveaway or a game, including any loss of opportunity resulting from you not being able to participate in a game or you not winning a prize in a NFT Giveaway.

8 Governing law and jurisdiction

The Giveaway and these Terms are governed by the laws of New South Wales, Australia. Any disputes arising from the giveaway will be subject to the exclusive jurisdiction of the courts of New South Wales, Australia.

9 Miscellaneous

For any questions or concerns regarding the NFT Giveaway, participants can contact:

- (a) Schmeckles through X, or
- (b) one of the appointed community moderators through the Schmeckles Project Discord or Telegram:

Discord: <https://discord.com/invite/wsQ2njZrTq>
Telegram: https://t.me/Schmeckles_XRPLedger