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**MAGIC EDEN REWARDS PROGRAM TERMS AND CONDITIONS**

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**Last Updated: June, 2023**

**PLEASE READ THESE TERMS CAREFULLY. BY REGISTERING FOR, RECEIVING OR USING A REWARD OR OTHERWISE PARTICIPATING IN THE MAGIC EDEN REWARDS PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, AND ANY ADDITIONAL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT PARTICIPATE IN THE MAGIC EDEN REWARDS PROGRAM.**

#### **General Application of Terms; Privacy**

These Terms and Conditions (the "**Rewards Terms**") apply to any access to and/or participation in the Euclid Labs, Inc. ("**Magic Eden**") rewards programs available at [magiceden.io](https://magiceden.io) ("**Magic Eden Rewards Program**") existing now or in the future. These Rewards Terms are in addition to the then current Terms of Service, available at <https://magiceden.io/terms-of-service.pdf>, but only to the extent necessary to govern your participation in the Magic Eden Rewards Program. Capitalized terms not defined in these Rewards Terms will have the same meaning as in the Terms of Service. If these Rewards Terms are inconsistent with the Terms of Service, these Rewards Terms will govern your participation in the Magic Eden Rewards Program.

The Magic Eden Rewards Program is offered at the sole discretion of the Magic Eden. Rules, terms, conditions, benefits or rewards may be modified at any time by Magic Eden with or without notice. Such changes may affect previously earned rewards.

Please read the Privacy Policy and Terms of Service carefully to understand how Magic Eden collects, uses and discloses information about its customers. These Rewards Terms do not alter in any way the terms or conditions of any other agreement you may have with Magic Eden for other products and services, or the terms or conditions of any other promotional offers or programs conducted by Magic Eden outside the context of the Magic Eden Rewards Program.

#### **Eligibility and Enrollment**

The Magic Eden Rewards Program is open individuals who are eligible or choose to use the Magic Eden services. The Magic Eden Rewards Program is intended for personal use only. Commercial use is prohibited. Magic Eden reserves the right to terminate and disqualify you at any time from participating in the Magic Eden Rewards Program if you don't comply with these Rewards Terms.

To enroll in the Magic Eden Rewards Program and begin accumulating points, diamonds or other digital representation of your membership and participation in the Magic Eden Rewards Program (collectively, the "**Rewards**"), participants can join the Magic Eden Rewards Program by connecting their wallet and following the prompts on [magiceden.io](https://magiceden.io) in relation to the Magic Eden Rewards Program. Registration may require you to provide an email address, wallet information or other details in order to receive certain Rewards.

#### **How to Earn Rewards**

You may accumulate Rewards for any qualifying transaction made on and after your date of enrollment in the Magic Eden Rewards Program. Magic Eden reserves the right to retroactively award Rewards not meeting these conditions in its sole discretion and only upon provision of a valid receipt by you regarding such purchase or other information detailing your qualification for Rewards.

The number and type of Rewards you can earn will be dependent on a particular promotion, quest or other experience on Magic Eden. Information will be available to you on a case-by-case basis as detailed on the Magic Eden website.

Rewards may be subject to additional terms, conditions, restrictions or limitations, which may be disclosed in conjunction with the opportunity to earn or redeem the Rewards, and such terms may be added to these Rewards Terms from time to time.

#### **Tracking Rewards**

Magic Eden Rewards Program participants can view and track qualifying transactions and available Rewards by connecting their wallet and logging into their account on [magiceden.io](https://magiceden.io). Magic Eden reserves the right to change the number of Rewards required to redeem certain benefits in its sole discretion at any time. Rewards may expire in accordance with the details set out in the Magic Eden Rewards Program.

#### **Using your Rewards and Special Offers**

Magic Eden may from time to time in its sole discretion make available to participants in the Magic Eden Rewards Program the opportunity to earn, use or redeem Rewards through special offers, challenges, bonuses, or other promotions. The terms and conditions applicable to any such special offers, challenges, bonuses or other promotions will be determined by Magic Eden in its sole discretion and communicated to participants in conjunction with any such offers on [magiceden.io](https://magiceden.io). Examples of ways you can use or redeem your Rewards include redemption for certain prizes, participating in experiences or bidding in auctions. Because any terms and conditions associated with any special offers, challenges, bonuses or other promotions under the Magic Eden Rewards Program may be different from or in addition to provisions of these Rewards Terms, you should read any such special offer terms and conditions carefully before participating in any special offer.

### **Limitations, Restrictions, and Other Terms**

Magic Eden's determinations of participant eligibility or any questions or disputes arising under the Magic Eden Rewards Program, these Rewards Terms or any other Magic Eden Rewards Program rules or restrictions shall be final and binding and not subject to challenge or appeal. Other than as set forth in the Dispute Resolution section of these Rewards Terms, nothing in these Rewards Terms will limit Magic Eden from exercising any legal or equitable rights or remedies that it may have.

Without notice to you, Magic Eden reserves the right to suspend and/or terminate any aspect of the Magic Eden Rewards Program and/or your participation in the Magic Eden Rewards Program if Magic Eden determines in its sole discretion that you have violated these Rewards Terms, or that the use of the Magic Eden Rewards Program is unauthorized, deceptive, fraudulent, unlawful, or intentionally subverts the purposes of these Rewards Terms. In the event that your participation in the Magic Eden Rewards Program is terminated, then all accumulated Rewards are void.

There are no membership fees associated with the Magic Eden Rewards Program, although use of online services in conjunction with participation in the Magic Eden Rewards Program may result in data charges, internet access fees or similar expenses.

Magic Eden reserves the right to modify, amend or revise the Rewards that are made available. The number of Rewards required for redemption may be increased, any prize may be withdrawn, and restrictions on any prize or its redemption may be imposed by Magic Eden.

Magic Eden is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail as a result of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including, without limitation, any resulting error in computing qualifying transactions or any unavailability of Rewards, or any injury or damage to any participant's or any other person's computer or mobile device related to or resulting from participation in the Magic Eden Rewards Program. If, for any reason, the Magic Eden Rewards Program is not capable of running as planned, including due to errors of any kind or nature, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Magic Eden which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Magic Eden Rewards Program, Magic Eden reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Magic Eden Rewards Program or otherwise respond to the circumstances as Magic Eden deems appropriate.

### **Changes to the Magic Eden Rewards Program**

Magic Eden reserves the right to change, update and/or discontinue, in whole or in part, either temporarily or permanently, the Magic Eden Rewards Program or any portion of the Magic Eden Rewards Program, all or any portion of these Rewards Terms, and/or any policy, FAQ, guidelines or disclosures pertaining to the Magic Eden Rewards Program, at any time in its sole discretion and without advance notice to you or any other participants. Magic Eden will not be liable to you in the event of any modification, suspension or discontinuance of the Magic Eden Rewards Program. Unless otherwise specified, any changes or modifications will be effective immediately upon posting the revisions to our terms, and you waive any right you may have to receive specific notice of such changes or modifications. If we change or modify the Rewards Terms, we will revise the "last updated" date located at the top of these Rewards Terms. If you continue to participate in the Magic Eden Rewards Program by earning Rewards and redeeming your Rewards, or otherwise participating in the Magic Eden Rewards Program in any way after a change to these Reward Terms, you will be deemed to have read, understood and unconditionally consented and agreed to such changes; therefore, you should review these Rewards Terms and applicable policies and FAQs frequently to understand the terms and conditions that apply to the Magic Eden Rewards Program. If you do not agree to the Rewards Terms, you must stop participating in the Magic Eden Rewards Program.