Welcome to Xsolla! These Official Rules ("Official Rules" or "Rules") are a binding legal document between Xsolla (USA), Inc. ("Xsolla") and you (the "Entrant" or "You"), governing the participation in the "Xsolla Alipay Lucky Draw" (the "Lucky Draw"). The Prizes of the Lucky Draw is sponsored by Advanced Plus Technologies Pte. Ltd. and or its affiliates ("Alipay" or "Sponsor").

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. <u>Eligibility</u>: The Lucky Draw is open to individuals who are clients of Xsolla and Alipay and have an active Xsolla Account ("Xsolla Account"). Entrants must be 18 years of age or older as of their date of entry in this promotion in order to qualify. This Lucky Draw is subject to federal, state, and local laws and regulations and void where prohibited by law. Xsolla's and Alipay's employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employees' immediate family and/or those living in the same household of Employees, are ineligible to participate in the Lucky Draw.
- Organizer. The organizer of this Lucky Draw is Xsolla (USA), Inc., located at 15260 Ventura Boulevard, Suite 2230, Sherman Oaks, California, 91403 USA. Xsolla will conduct the Lucky Draw substantially as described in these Official Rules.
- 3. Agreement to Rules: By entering this Lucky Draw, You agree to abide by the Xsolla's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Xsolla reserves the right to refuse, withdraw, or disqualify any entry at any time at the Xsolla's sole discretion. By entering this Lucky Draw You represent and warrant that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Xsolla as final and binding as they relate to the content of this Lucky Draw.
- 4. <u>Entry Period:</u> This period starts on June 19, 2024 at 12:00am Eastern Standard Time, and ends on June 26, 2024, at 12:00 am Eastern Standard Time ("**Entry Period**"). To be eligible for the Lucky Draw, Entries must be received by the Xsolla within the specified Entry Period.
- 5. <u>How to Enter:</u> There is NO PURCHASE NECESSARY to participate. A purchase does not increase your chances of winning.
- a) Automatic Entry ("Automatic Entry"):
  - During the Entry Period, you may enter automatically by following these steps: i) visit the website: https://x.la/luckydraw-alipay ("**Website**"); ii) log in or create an Xsolla Account on Xsolla Mall (https://x.la/) (if not created previously); iii) watch Alipay+ video that is displayed on the campaign page (https://x.la/luckydraw-alipay); iv) obtain a unique Promo Code by clicking the "Participate" button on the Website; v) insert the Promo Code and purchase any item under your Xsolla Account using any of the Alipay+

- Wallets (Alipay CN, Alipay HK, GCash, TrueMoney, Rabbit LinePay, DANA, Touch 'n Go) as the payment method.
- b) Alternate Method of Entry ("AMOE"): During the Entry Period, you may enter without making a purchase by following these steps: i) visit the website: https://x.la/luckydraw-alipay ("Website"); ii) log in or create an Xsolla Account (if not created previously); iii) watch Alipay+ video that is displayed on the campaign page (https://x.la/luckydraw-alipay); iv) obtain a unique Promo Code by clicking the "Participate" button on the Website; v) send an email with the subject "Xsolla Alipay Lucky Draw-2024" to support@xsolla.com containing the following details: Your name, email, mobile number linked to your Alipay account, and the unique Promo Code.

An "Entrant" is any eligible person who participates to win Automatic Entry or AMOE. Automatic Entry and AMOE are collectively referred to as "Entry" or "Entries". The requirements for Automatic Entry and AMOE are collectively referred to as the "Entry Requirements". Only these methods of Entry will be accepted. All Entry forms will close at the end of the Entry Period. Each person is limited to one (1) Entry, regardless of the method used. Any additional Entries beyond the specified limit will be disqualified.

Any attempt by any Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations or logins, or any other methods will void that Entrant's Entries and that Entrant may be disqualified from the Lucky Draw. Entries that are incomplete, garbled, corrupted, fraudulent, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted.

As a participant, your Entry must fully meet all Lucky Draw requirements, as specified in the Official Rules. Incomplete Entries or those that do not adhere to the Official Rules or specifications will be disqualified at Xsolla's sole discretion.

- 6. Prize: The prize is a ticket to the semi-final of EURO-2024 ("Ticket" or "Prize") organized by UEFA, where Alipay is a sponsor. "UEFA" means Union des Associations Européennes de Football, the official body for European football and organizer of UEFA EURO 2024<sup>TM</sup>.There are a total of twenty (20) Tickets, with one Ticket awarded to each Winner. The Prize is non-transferable. The Winner, upon acceptance of the Prize, is solely responsible for all expenses related to the Prize, including without limitation any and all local, state, and federal taxes. By accepting the prize, the Winner grants permission for the Xsolla to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited bν Neither Xsolla nor Alipay will reimburse any costs or expenses that the Participant or Winner may incur in connection with the Lucky Draw or the receipt of the Prize. The Winner is responsible for paying any applicable taxes as required by the relevant law. For the avoidance of doubt, the Prize also does **not** include:
  - (a) transportation to and from airports;
  - (b) transportation within the home country/city of the Ticket Winner and/or the Guest;
  - (c) transportation within Germany;

- (d) travel insurance; and
- (e) reimbursement of any expenses not stated herein (including but not limited to, visa application fees, relevant travel taxes, food and beverages, and other events or activities etc.).

**IMPORTANT.** The Winner agrees to provide any information required by the Xsolla or/and Sponsor to fulfill the Prize as per applicable laws.

7. Winner Selection and Notification of the Winner: The winning Entry ("Winner") will be selected seven (7) days after the end date of the Entry Period. The Winners will be selected randomly from all Entries received in accordance with the Rules. All Entries will be listed and numbered on a spreadsheet and a random number will be generated through an independent computer program, using a blind procedure, which will reveal the winning Entry. There will be twenty (20) Winners of the Prizes specified in article 6 of these Rules. The Xsolla will notify each of the Winners if they are eligible for a Prize via email within forty-eight (48) hours from the end of the Entry Period ("Notification"), and the Winners must confirm acceptance of the Prize (as defined below) within twenty-four (24) hours of Notification ("Acceptance"). The Xsolla is not responsible for nor shall have no liability for Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall Xsolla be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) is found ineligible or 2) does not complete and return an executed declaration and release within the specified timeframe, the Entrant will be disqualified. Receipt of the Prize offered in the Lucky Draw by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. Alipay, not Xsolla, will make available the Prizes to the Winners as described in the Rules. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE XSOLLA'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**UEFA EURO 2024<sup>TM</sup> Tickets**. The Prize will be remitted by virtue of electronic "mobile phone tickets" and it is the sole responsibility of the Ticket Holders to download and install the ticket mobile app ("**UEFA Ticketing App**") (to be provided by UEFA) and to ensure that the Tickets are displayed correctly on their mobile phones. The Winner and his/her accompanying partner ("**Guest**") (collectively, the "**Ticket Holders**") shall:

- (a) be solely responsible for their visa applications to enter into Germany (if required) and no assistance whatsoever will be provided by Alipay or Xsolla;
- (b) in the event that any Ticket Holder is unable to travel to Germany or attend any UEFA EURO 2024™ games due to any reason(s) (such as delay and/or denial in the visa application process), there will be no replacement, substitution and/or transfer of the Prize will be invalidated automatically when it expires on the date as stated on the respective Prize; and

(c) Neither Alipay, nor Xsolla shall not be held liable for any mishaps, injuries or accidents that may occur in the course of the delivery or usage of the Prize received under this Lucky Draw.

Prizes are for personal use of the Ticket Holders. Ticket Winners shall undertake, and shall procure the Guest to undertake to comply with all the terms and conditions of the EURO 2024<sup>TM</sup> Prize, details of which are available at <a href="https://editorial.uefa.com/resources/0285-191651c4847c-2743856c91d9-1000/euro">https://editorial.uefa.com/resources/0285-191651c4847c-2743856c91d9-1000/euro</a> 2024 gp fans terms and conditions en.pdf) and, **NOT** to:

- (a) resell, transfer, or offer to resell or transfer the Prize, whether for free or for any consideration;
- (b) use the Prize for any promotional, advertising, fundraising, auction, raffle or any commercial or non-commercial purpose;
- (c) use any Prize as a prize (or part of a prize) in any contest, competition, (promotional) game of chance, lottery or sweepstake;
- (d) combine and sell Prize as part of any package of goods or services or any travel or hospitality package (e.g. combining airline tickets, hotel and tickets);
- (e) advertise, promote, distribute or sell any product or service anywhere in the stadium or by displaying obvious commercial messages on clothing or articles brought into the stadium; and
- (f) the entrance to the relevant stadium shall be
  - subject to compliance with (i) all relevant terms and conditions (including these Terms), (ii) the Stadium Rules (to be provided by the relevant stadium or by UEFA); (iii) any sanitary measures or policies in place (either by the relevant stadium or by UEFA); and (iv) all applicable laws and regulations.
  - ii. authorised upon presentation of a valid Prize per person (regardless of age) and, upon request, proof of identity with valid photograph and signature (passport or national identity card); and

where the applicable laws of Germany stipulate a minimum age for attendance at football matches, authorised only to such persons who meet the minimum age requirements.

- 8. Rights Granted by You: By submitting the Application into this Lucky Draw, You understand and agree that the Xsolla, any individual acting on the Xsolla's behalf, and the licensees successors, and assigns of the Xsolla shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your gender, first and last, name, title, likeness, image, statements about the Lucky Draw, and your business information (phone number, company title, position, game in development) and feedbacks for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.
- 9. <u>Terms & Conditions:</u> In its sole discretion, the Xsolla reserves the right to modify, suspend, cancel, or terminate the Lucky Draw should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Xsolla's control, impact or corrupt the security, fairness, proper conduct, or administration of the Lucky Draw. Individuals who tamper with

or attempt to tamper with the operation or entry process of the Lucky Draw or website or violates these Official Rules will be disqualified by the Xsolla in its sole discretion. In its sole discretion, the Xsolla has the right to maintain the integrity of the Lucky Draw, to void Entries for any reason, including, but not limited to: multiple Entries from the same Entrant; multiple Entries from the same computer beyond the number allowed by the Lucky Draw rules; or the use of bots, macros, scripts, or other technical means for entering. Attempts by any Entrant to deliberately damage any website or undermine the legitimate operation of the Lucky Draw may be a violation of criminal and civil laws. If any such attempt is made, the Xsolla reserves the right to seek damages to the fullest extent permitted by law.

- 10. Limitation of Liability: Your Entry into this Lucky Draw constitutes Your agreement to release and hold harmless the Xsolla and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Lucky Draw and/or the 1) Winner accepting, possessing, using, or misusing of awarded Prize; 2) any type of technical failure; 3) the unavailability or inaccessibility of the Link, any email, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Lucky Draw; 5) electronic error or human error in the Lucky Draw administration or the processing of the Entries. Xsolla solely acts as the organizer of the Lucky Draw and provides a platform for hosting the Lucky Draw. All obligations related to the remittance of Prizes are the responsibility of Alipay. Any claims or issues regarding the remittance of Prizes are to be addressed exclusively to Alipay by the Winners and should be sent to Alipay at the following address: pengmengxin.pengme@antgroup.com
  - Xsolla is entitled to postpone or cancel this Lucky Draw and terminate these Rules under the following circumstances:
- In the event of a Force Majeure event, including but not limited to acts of God, natural disasters, pandemics, epidemics, war, strikes, governmental actions, or any other event beyond the reasonable control of Xsolla;
- In the event of the cancellation or postponement of the event (semi-final of EURO-2024).
  Xsolla shall not be liable for such postponement or cancelation of this Lucky Draw and termination of these Rules.
- 11. <u>Disputes:</u> This Lucky Draw is governed by the laws of the State of California, USA, without giving effect to any principles that may provide for the application of the law of another jurisdiction. The Entrant agrees, as a condition of participating in this Lucky Draw, that if any disputes cannot be resolved between the Entrant and Xsolla, and if causes of action arise out of or are connected with this Lucky Draw, they shall be individually resolved exclusively before a court located in Los Angeles, California, USA, having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the Entrant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees. The Entrant waives all rights to have damages multiplied or increased.

- 12. <u>Data Protection Statement.</u> Xsolla processes personal data that we receive either from you yourself through Entry in connection with the Lucky Draw.
  - (i) We process or use the types of personal data listed below for the following purposes:
  - a) To implement and conduct the Lucky Draw and/or to send you a Prize details we need your e-mail, name and mobile number linked to your Alipay account..
  - b) Xsolla may use your email address to provide information about the Lucky Draw during the Entry Period. You will only receive information relating to the Lucky Draw updates and important information that may affect you as an Entrant. You can withdraw your consent via contacting us at <a href="mailto:support@xsolla.com">support@xsolla.com</a>.
  - c) Xsolla processes and stores your personal data as long as this is necessary for its contractual or legal obligations in this specific case it means that as long as you are the Entrant of the Lucky Draw, or as long as Xsolla has your consent.
  - (ii) Xsolla uses cookies for purposes such as improving the functionality of the website, letting you navigate between the pages efficiently, remembering your preferences, making ads you see more relevant, and generally improving the user experience. It helps Xsolla to remember information about your visits, such as your preferred language and other settings. You can change your preferences at any time, for this, please look at the section "Do not track preferences" in our Cookie Policy.
  - (iii) Any affected person has the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to object and the right to transfer their personal data and other rights under applicable data protection, data privacy and cybersecurity laws, rules and regulations, including, but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the "GDPR"), the California Consumer Privacy Act of 2018 (the "CCPA"). To exercise any of these rights, please contact Xsolla via the following email: <a href="mailto:support@xsolla.com">support@xsolla.com</a>.
  - (iv) Xsolla retains ownership over all feedback and suggestions Xsolla receives in connection with the Lucky Draw. To the extent that you voluntarily provide any feedback, suggestions, or improvements to Lucky Draw and/or Xsolla products and services, you acknowledge that you are assigning your rights to the same.
  - (v) the Ticket Holders shall be required to provide the following personal data when downloading the UEFA Ticketing App along with any other information required under applicable laws: first name(s), last name, date of birth, email address, mobile telephone number, passport/ID issued by country name for each Ticket Holder) and any such other personal data as required by law, such as passport/ID number if requested by the competent public safety authorities. The Ticket Holders shall be provided with a privacy notification via the UEFA Ticketing App by UEFA and EURO 2024 GmbH; and
  - (vi) As (i) each match ticket (including the relevant seating information of block, row and

seat number) must be linked to an individual Ticket Holder, and (ii) the Organizer as independent data controller is required to provide UEFA and/or EURO 2024 GmbH with the details of the Ticket Holders upon request, the Ticket Holders shall ensure that all such personal data is correct and available and provided to the Organizer, UEFA and its relevant entities, and/or the relevant authorities for matters related to safety and security at the football match.

- 13. <u>Social Media Channel-Specific Rules</u>: The Lucky Draw hosted by Xsolla is in no way sponsored, endorsed, administered by, or associated with Reddit, Facebook, Instagram, LinkedIn or any other social media.
- 14. <u>Amendment.</u> Xsolla may change these Official Rules from time to time at its sole discretion. If you have any questions regarding the Lucky Draw, this Official Rules or any other additional information, please email us at <a href="mailto:support@xsolla.com">support@xsolla.com</a>.