

Eigen Labs, Inc.

TERMS OF PARTICIPATION

Last Revised on July 21, 2024

These Terms of Participation (these “**Terms**”) apply to the EigenLayer Infinite Hackathon Bounties offered by Eigen Labs, Inc. (“**Company**”, “**we**” or “**us**”) that you enter into or participate in through the Services (each, a “**Bounty**”, collectively the “**Bounty Program**”). Your entry or participation in the Bounty Program through the Services constitutes your acceptance of these Terms. These Terms supplement our general Terms of Service available at <https://docs.eigenlayer.xyz/eigenlayer/legal/terms-of-service> (the “**General Terms**”), which also apply to the Bounties. These Terms are incorporated by reference into, and form a part of, the General Terms. In the event of a conflict between the terms of these Terms and the General Terms, these Terms will supersede and control but only with respect to the Bounty and only to the extent of such conflict. All capitalized terms used but not defined in these Terms have their respective meanings set forth in the General Terms. The Bounty Program will be considered part of the definition of the “Services” for purposes of the General Terms.

SECTION 9 OF THE GENERAL TERMS CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH APPLY TO BOUNTIES AND ANY DISPUTE ARISING OUT OF THESE TERMS. YOU HAVE THE RIGHT TO OPT-OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED IN SECTION 9 OF THE GENERAL TERMS.

1. Overview. You may be eligible to participate in the Bounty Program and request a Bounty that we offer through the Services. Participants that successfully complete a Bounty and its criteria may be eligible to receive a reward or prize related to such Bounty (“**Rewards**”). You may apply to participate in the Bounty Program by completing the form available at <https://docs.eigenlayer.xyz/eigenlayer/resources/infinite-hackathon> or such other application method as offered by the Company in its sole discretion. No purchase is necessary to participate, and purchasing any item from the Company will not increase your chances of winning. The Bounty Program is void where prohibited by applicable law.
2. Eligibility to Enter into the Bounty Program. In addition to the eligibility requirements to use the Services set forth in the General Terms, you may enter into the Bounty Program only if you are 18 years of age or older (or the legal age of majority in your state or country of residence, whichever is older) and not be a Prohibited Person. The Bounty Program begins on July 22, 2024 and ends on December 31, 2024 or such other end date as indicated by the Company via official communication channels such as X or a blog post (“**Bounty Period**”). Your entry (“**Entry**”) must be submitted during the Bounty Period in order to be eligible for any Reward related to such Bounty. We may require you to provide additional information prior to or after your Entry into the Bounty Program. You must provide accurate, current and complete information upon our request in a timely manner. Employees, officers, and directors of the Company, its affiliates and its advertising and promotion agencies, and their immediate family members and persons living in their same household, are not eligible to participate in the Bounty Program. You may also not participate in the Bounty Program where prohibited by applicable law. If we determine you do not satisfy the eligibility requirements, we may prevent or cancel your Entry to the Bounty Program. Participants of hackathons that are already hosted by, or that include prizes offered by, Eigen Labs or Eigen Foundation are not eligible.

3. Bounty Criteria. The requirements and criteria for entries into the Bounty Program will be displayed to you on our website (“**Bounty Criteria**”). Winners of a Bounty will be chosen from all eligible Entries based on the successful completion of the Bounty Criteria, determined at our discretion. You agree that our decisions on all matters relating to Bounties are final, non-appealable and binding, and will be made in our sole discretion. We reserve the right in our sole discretion to disqualify any Entry that we believe to be in breach of these Terms, the General Terms or the Bounty Criteria. Without limiting the foregoing, (i) as part of the Bounty Criteria for the EigenLayer Infinite Hackathon, you must make available the source code for the software you submit as part of your Entry under an open source license, and share the availability of such software related to your Entry on X, Farcaster or Lens.

4. Rewards. The potential winner of a Bounty will be notified via e-mail at the e-mail address associated with your Entry. You must respond to us within 72 hours of delivery of this notification email to provide any other information we request in order for you to receive the Reward, including a valid Wallet address belonging to you and the completion of certain Know-Your-Customer or similar information. We will then verify your eligibility before you are awarded the applicable Reward. We are not responsible for any delay or failure for you to receive notification from us, or for us to fail to receive your response, for any reason, including inactive account, technical difficulties associated therewith, blockchain network issues, or communications that are undeliverable as a result of any form of active or passive filtering or insufficient space in your email account, or your failure to adequately monitor any account. If you fail to respond to us in the appointed time frame, or if we determine you are not eligible for the Bounty or to receive the Reward, we reserve the right to disqualify you as the winner and select a new winner of such Bounty or re-activate such Bounty (to the extent it previously expired). **The Bounty winner(s) (each, a “Winner”) is responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses otherwise associated with accepting any Reward.** Winners will be required to provide their social security number on IRS W-9 for tax reporting purposes (or other applicable tax forms), and winner will receive an IRS Form 1099-MISC (or other applicable tax reporting forms) for the value of the Reward. REWARDS ARE PROVIDED “AS IS” WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED. The Winner may not substitute the Reward, but we reserve the right, at our sole discretion, to substitute a reward of equal or greater value for any Reward. When you submit an Entry, you agree that, if you are a Winner, the Company can use your name and social media handles to state you are a Winner of a Bounty for programming, advertising, publicity and promotional purposes in any and all media, worldwide and in perpetuity, without compensation (unless prohibited by applicable law) or additional consents from you and without prior notice, approval or inspection, and you will execute a specific consent if asked to do so. No more than the stated number of prizes will be awarded. The Rewards available for the Bounties are set forth below as may be adjusted from time to time by the Company by announcing such new Rewards via official channels such as X or a blog post:

1. AVSs and open source AVS reference architectures
 - a. Ether - \$7,500.00
 - b. Finney - \$5,000.00
 - c. Gwei - \$2,500.00
 - d. Wei - \$1,000.00
2. Apps
 - a. Ether - \$7,500.00
 - b. Finney - \$5,000.00
 - c. Gwei - \$2,500.00
 - d. Wei - \$1,000.00

3. EigenDA and rollups
 - a. Ether - \$7,500.00
 - b. Finney - \$5,000.00
 - c. Gwei - \$2,500.00
 - d. Wei - \$1,000.00

5. Release; Limitation of Liability. The Company Entities are not responsible for and shall not be liable for: (i) misdirected or delayed mail, e-mail or text messages; (ii) telephone, telecommunications, hardware or third party software malfunctions, failures, or difficulties of any kind; (iii) any injuries, losses, or damages of any kind arising in connection with or as a result of participating in the Bounty Program or possession or use of any Reward; (iv) any incorrect or inaccurate information, whether caused by entrants or by any of the equipment or programming associated with or utilized in the Bounty Program; (v) any printing or typographical errors in any materials associated with the Bounty Program; or (vi) any condition caused by events beyond the Company's control that may cause the Bounty Program to be disrupted, corrupted or terminated. To the fullest extent permitted by applicable law, you agree to release the Company Entities from any liability whatsoever, and agree not to make any claims against the Company Entities in respect of any costs, injuries, losses or damages of any kind arising out of or in connection with the Bounty Program or delivery, misdelivery, acceptance, possession, use of or inability to use any Reward, including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether under a theory of contract, tort, warranty or other theory. The laws of certain jurisdictions do not allow the exclusion or limitation of certain damages and if those laws apply to you, some or all of these limitations may not apply to you, and you may have additional rights.

6. Miscellaneous.

- 6.1 We may terminate your participation in a Bounty or the Bounty Program at any time. We may temporarily or permanently disqualify you from participating in the Bounty Program as a result of your abusive behaviour, tampering with the entry process, fraud, misrepresentation, any violation of law or any other violation of any of the terms or conditions of these Terms or the General Terms, in each case, as determined by us in our sole discretion.
- 6.2 Our Privacy Policy describes how we handle the information you provide to us in connection with the Bounty Program. For an explanation of our privacy practices, please visit our Privacy Policy located at <https://docs.eigenlayer.xyz/eigenlayer/legal/eigenlayer-privacy-policy>.
- 6.3 Bounties are subject to federal, state, and local laws and regulations and are void where prohibited by law.
- 6.4 We may modify these Terms from time to time in which case we will update the "Last Revised" date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your entry or participation in any Bounty after the modifications have become effective will be deemed your acceptance of the modified Terms. No amendment shall apply to a dispute for which an arbitration has been initiated prior to the change in Terms.

6.5 Should you have any questions about the Bounty Program or these Terms, please email us at notices@eigenlabs.org or contact us at 15790 Redmond Way #1176, Redmond, WA 98052.