



NEAR COMMUNITY EVENTS

TERMS AND CONDITIONS

These NEAR Community Events Terms and Conditions (which incorporate any other terms and conditions imposed by the Foundation from time to time in respect of the Event (as defined below)) (the **“Terms”**) describe the terms and conditions on which NEAR Stiftung (NEAR Foundation) (**“Foundation”**, **“we”**, **“us”** or **“our”**) offers you (**“you”** or **“Participant”**) the opportunity to participate in a NEAR-related (as defined below) community event hosted by the Foundation (either solely or jointly with a third party) such as (without limitation) a quiz, “ask me anything” (AMA), contest, competition, conference call, or Twitter Space, further details of which may be communicated by the Foundation from time to time (the **“Event”**).

The Terms govern your participation in the Event, grants certain rights to us and constitutes a legally binding agreement between you and the Foundation. By participating in the Event, you agree (i) to be unconditionally bound by the Terms and (ii) that all decisions related to the Event that are made pursuant to these Terms are final and binding, and that all such decisions are at the sole discretion of the Foundation. If you don’t agree to be bound by the Terms, you may not participate in the Event.

BACKGROUND

NEAR is a sharded, developer-friendly, proof-of-stake, layer one blockchain (**“NEAR Protocol”**), and a “blockchain operating system” that is a common layer for browsing and interacting with the “open web” (compatible with any blockchain) (together, **“NEAR”**). The Foundation aims to support the development, use and growth of NEAR and the NEAR Ecosystem (as defined below), and the Foundation is holding the Event to progress these goals. The Terms apply to your participation in the Event.

TERMS AND CONDITIONS

1. Definitions

In the Terms, the following definitions shall apply:

“Affiliate” means, in relation to the Foundation, any entity that directly or indirectly controls, is controlled by, or is under common control with the Foundation from time to time;

“Confidential Information” means: (i) any information, materials or knowledge regarding the Foundation and its business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to you or to which you have access in connection with participating in the Event and (iii) the terms and conditions of the Terms. Confidential Information will not include any information that: (a) is or becomes part of the public domain through no fault of you; (b) was rightfully in your possession at the time of disclosure, without restriction as to use or disclosure; or (c) you rightfully receive from a third

party who has the right to disclose it and who provides it without restriction as to use or disclosure;

“Event Rules” means any rules that the Foundation may impose in respect of the Event from time to time (including, without limitation, regarding the availability and determination of rewards in accordance with Clause 4);

“Foundation Materials” means any materials, information or content provided by the Foundation to you in connection with the Event;

“Intellectual Property Rights” means patent rights (including patent applications and disclosures), copyrights, trademarks, trade secret rights, and any other intangible property rights recognized in any country or jurisdiction in the world;

“NEAR Ecosystem” means NEAR’s ecosystem, comprised of the projects and applications that have been or are being developed and/or built on, or are running on, NEAR and their respective communities, contributors and developers;

“NEAR Token” means the native utility token of the NEAR Protocol;

“Participant Materials” means any materials, information or content:

- a) provided by you to the Foundation in connection with the Event;
- b) shared or published by you in connection with the Event (including, without limitation, on social media); and
- c) delivered or presented by you at the Event (including, without limitation, the content of any of your speech at the Event, along with any accompanying materials such as text, hand-outs, images, infographics, and powerpoint slides); and

“Privacy Policy” means the Foundation’s privacy policy, located at <https://near.org/> and as may be updated from time to time.

2. Participation Requirements

You shall at all times in respect of the Event:

- 2.1. act in good faith and in accordance with:
 - 2.1.1. any Event Rules;
 - 2.1.2. all applicable laws, statutes and regulations; and
 - 2.1.3. any instructions or requests issued by the Foundation;
- 2.2. prepare, provide, share, publish, deliver and/or present any Participant Materials, and generally conduct yourself, with reasonable care and skill;
- 2.3. not do, say, provide, share, publish, deliver and/or present anything (including any Participant Materials) that:
 - 2.3.1. is prejudicial to the image or reputation of the Foundation, NEAR, or the NEAR ecosystem, or that the Foundation would in good faith consider to be offensive or otherwise inappropriate; or
 - 2.3.2. relates to the price or value of the NEAR Token, or otherwise advocates for or refers to the NEAR Token as an investment; and
- 2.4. ensure that you share, publish, deliver and/or present any Participant Materials for educational purposes only and that nothing in any Participant Materials shall be construed or relied upon as investment or financial advice.

3. Content Standards

These content standards apply to any and all Participant Materials in connection with the Event. Participant Materials must not:

- 3.1. contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- 3.2. promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- 3.3. infringe any Intellectual Property Rights or any other rights of any other person;
- 3.4. violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and the Privacy Policy;
- 3.5. be likely to deceive any person;
- 3.6. promote any illegal activity, or advocate, promote, or assist any unlawful act;
- 3.7. cause annoyance, inconvenience, or needless anxiety to, or be likely to upset, embarrass, alarm, or annoy, any other person;

- 3.8. impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- 3.9. involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising; or
- 3.10. give the impression that they emanate from or are endorsed by the Foundation or any of its Affiliates, or any other person or entity, if this is not the case.

4. Rewards

- 4.1. The Foundation may, at its own unfettered and sole discretion, decide to make available rewards to participants of the Event in respect of their participation in the Event ("**Rewards**").
- 4.2. The Foundation has sole, unfettered discretion to determine the basis and scope of any Rewards, including (without limitation) the eligibility criteria, the value and form of the Rewards, the selection of recipients of the Rewards, and the process for claiming Rewards. The Foundation may issue Event Rules setting out (in whole or in part) the basis for issuing any Rewards, which shall be indicative only and not binding on the Foundation.
- 4.3. If the Foundation preliminarily selects you to receive a Reward, the Foundation reserves the right to conduct due diligence in respect of you as it sees fit (including, without limitation, conducting "Know Your Client" (KYC) and Anti-Money Laundering (AML) checks) and to make your receipt of a Reward subject to such due diligence being completed to the Foundation's satisfaction. You agree to co-operate with the Foundation in respect of any such due diligence.
- 4.4. If you receive a Reward, you agree, warrant and represent that:
 - 4.4.1. neither you nor any immediate family member is employed by the Foundation or any of its Affiliates; and
 - 4.4.2. you are solely responsible to report and pay any income or other taxes that apply to your receipt of a Reward.
- 4.5. If any Reward (in whole or in part) you receive is comprised of NEAR Tokens and/or any other cryptographic token (together, "**Tokens**"), the Foundation gives no representation, warranty or assurance as to:
 - 4.5.1. the accuracy or completeness of the information set out in any white paper or similar documentation regarding the NEAR Protocol;
 - 4.5.2. the liabilities and obligations that holders of Tokens may incur as a result of holding Tokens;
 - 4.5.3. whether the Tokens constitute any proprietary right;
 - 4.5.4. whether the Tokens are the subject of or protected by any Intellectual Property Rights or as to the ownership of any Intellectual Property Rights that do subsist in the Tokens;
 - 4.5.5. the fitness of the Tokens or of the NEAR Protocol for a particular purpose;
 - 4.5.6. whether the Tokens are or are not securities or other regulated investments in any jurisdiction;
 - 4.5.7. whether the provision of Tokens to you is allowed under applicable securities and other laws; or

- 4.5.8. the success of the NEAR Protocol.
- 4.6. If any Reward (in whole or in part) you receive is comprised of Tokens, you expressly acknowledge that:
 - 4.6.1. the Foundation is not liable for any loss of funds or any other loss or damage arising out of or in connection with:
 - 4.6.1.1. events outside of its control and/or
 - 4.6.1.2. the provision of incorrect information by you (including, without limitation, an incorrect address for the NEAR Wallet (as defined below)); and
 - 4.6.2. you understand the risks involved in the development of the NEAR Protocol, including, without limitation that:
 - 4.6.2.1. the technology associated with the NEAR Protocol may not function as intended;
 - 4.6.2.2. the NEAR Protocol may be defective;
 - 4.6.2.3. the NEAR Protocol may fail to attract sufficient interest from users;
 - 4.6.2.4. the Foundation may be subject to investigation and punitive actions;
 - 4.6.2.5. the NEAR Protocol and the Foundation are subject to significant legal and regulatory requirements; and
 - 4.6.2.6. there may be risks that are not anticipated.
- 4.7. If any Reward (in whole or in part) you receive is comprised of Tokens, you warrant that you shall receive such Tokens:
 - 4.7.1. solely for your own benefit and account;
 - 4.7.2. for the purposes of personal use and utilization on the NEAR Protocol;
 - 4.7.3. not for any speculative purpose;
 - 4.7.4. not with an expectation of profit, and
 - 4.7.5. not with a view to or to resale or otherwise distribute such Tokens, whether in exchange for any digital asset, currency, security or otherwise.
- 4.8. The Tokens component of any Reward you receive shall be allocated to the NEAR Wallet address provided to the Foundation by you in writing for the purposes of accessing the allocation of the Tokens (the “**NEAR Address**”). You acknowledge that the NEAR Address must be accessible through a private key that only you hold. This implies that:
 - 4.8.1. the NEAR Address may not be an address related to a hosted wallet such as a wallet related to an exchange account; and
 - 4.8.2. if the NEAR Address is not accessible through a private key or if the private key to the NEAR Addresses is lost or shared, this will lead to loss of a Reward. You

understand that it is not possible to amend the NEAR Address once the NEAR Protocol transaction has been initiated by the Foundation, and therefore, waives the Foundation of any responsibilities regarding a loss of a Reward if you provide a NEAR Address that does not meet the above requirements or is a defective address.

5. Marketing and Promotion

- 5.1. If you issue any press release or similar public announcement in connection with the Event (including, without limitation, details of the Event and the Terms), such press release or public announcement shall comply with the content requirements set out in Clause 3.
- 5.2. The Foundation may, but is not required to, make public your participation in the Event, including (without limitation) for advertising or promotional purposes. Upon request by the Foundation, you shall provide to the Foundation any information or content reasonably requested by the Foundation for inclusion in such publications.

6. Representations and Warranties

- 6.1. You represent and warrant that at all relevant times:
 - 6.1.1. you have authority to enter into the Terms and participate in the Event (including, without limitation, that you are of legal age in your jurisdiction to enter into the Terms and participate in the Event);
 - 6.1.2. the information submitted to the Foundation in connection with your participation in the Event is accurate, complete, true and not misleading or deceptive; and
 - 6.1.3. the Participant Materials do not:
 - 6.1.3.1. infringe upon, violate or misappropriate any right of any third party (including, without limitation, any Intellectual Property Right, right of privacy or publicity, or any other proprietary right);
 - 6.1.3.2. contain any illegal or defamatory materials or otherwise violate the content standards set out in Clause 3; or
 - 6.1.3.3. violate any law or regulation.
- 6.2. THE FOUNDATION DOES NOT PROVIDE ANY WARRANTY OR REPRESENTATION (WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE) OF ANY KIND IN RESPECT OF THE EVENT, NEAR, THE NEAR ECOSYSTEM, THE FOUNDATION MATERIALS (WHICH ARE PROVIDED ON AS “AS-IS” AND “AS AVAILABLE” BASIS), OR OTHERWISE UNDER OR IN CONNECTION WITH THE TERMS OR THE EVENT.

7. Other

- 7.1. The Terms do not create an agent and principal or an employer and employee partnership, joint venture, or any other relationship except that of independent contractors between you and the Foundation.

- 7.2. You are obliged, neither to offer directly or indirectly advantages of any kind to third parties, nor to accept directly or indirectly gifts or other advantages in connection with the Event, which could be interpreted as bribery or as illegal practice.
- 7.3. The Foundation makes no representation or warranty that you shall profit in any way or derive any benefit from participating in the Event.

8. Intellectual Property

- 8.1. You grant to the Foundation a non-exclusive, worldwide, royalty-free, sublicensable right and license to use, reproduce, distribute, display, record, live-stream, publish and/or transmit your name, likeness, voice, image and/or the Participant Materials solely in connection with the Event and the Foundation's business including, without limitation, for advertisement and promotion of NEAR products and services, NEAR and/or the NEAR Ecosystem, in any media formats, through any media channels or otherwise.
- 8.2. The Foundation grants to you a non-exclusive, worldwide, royalty-free, non-sublicensable right and license to use the Foundation Materials solely in connection with the Event.
- 8.3. You acknowledge that the Foundation owns or has under license all rights, title and interest in and to NEAR products and services, the Foundation Materials, and the trademarks, trade names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations owned or used under license by the Foundation, including (without limitation) all associated Intellectual Property Rights.
- 8.4. You own all rights, title and interest in and to the Participant Materials, including all associated Intellectual Property Rights.

9. Confidentiality

At all times, during the term of the Event and thereafter, and to the fullest extent permitted by law, you agree to hold all Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except for the purposes of the Event, and not to disclose it to others. You also agree to take all actions reasonably necessary to protect the confidentiality of all Confidential Information.

10. Indemnification

YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE FOUNDATION (AND ITS DIRECTORS, OFFICERS, EMPLOYEES, PARENT, AFFILIATES, SUBSIDIARIES AND AGENTS) AGAINST ANY CLAIMS, ACTIONS PROCEEDINGS, LOSSES, DAMAGES, EXPENSES AND COSTS (INCLUDING WITHOUT LIMITATION COURT COSTS AND REASONABLE LEGAL FEES) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE EVENT, INCLUDING (WITHOUT LIMITATION): ANY CLAIM THAT THE PARTICIPANT MATERIALS INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; ANY CLAIM BY A THIRD PARTY WHICH ARISES OUT OF OR IN CONNECTION WITH ANYTHING THAT YOU DO, SAY, PROVIDE, SHARE, PUBLISH, DELIVER AND/OR PRESENT IN CONNECTION WITH THE EVENT; OR ANY BREACH BY YOU OF ANY PROVISION OF THE TERMS OR ANY EVENT RULES.

11. Liability

- 11.1. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE A PARTY'S LIABILITY:
 - 11.1.1. FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS;
 - 11.1.2. FOR FRAUD OR FRAUDULENT MISREPRESENTATION; OR
 - 11.1.3. ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.
- 11.2. SUBJECT TO CLAUSE 11.1, YOU ACKNOWLEDGE AND AGREE THAT TO THE EXTENT PERMISSIBLE BY LAW THE FOUNDATION SHALL HAVE NO LIABILITY TO YOU OR ANYONE ELSE FOR ANY LIABILITY HOWSOEVER ARISING (WHETHER IN TORT (INCLUDING FOR NEGLIGENCE) CONTRACT, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE) IN RESPECT OF:
 - 11.2.1. THE EVENT;
 - 11.2.2. ANY ACTION OR OMISSION BY THE FOUNDATION PURSUANT TO THE TERMS OR IN CONNECTION WITH THE EVENT; AND
 - 11.2.3. ANY ACTION, OMISSION, ACTIVITY CONDUCTED, AND/OR REWARD PROVIDED, BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY THAT THE FOUNDATION IS CONDUCTING THE EVENT JOINTLY WITH) IN CONNECTION WITH THE EVENT (IN RESPECT OF WHICH YOU ACKNOWLEDGE THAT THE FOUNDATION HAS NO RESPONSIBILITY AND THAT YOU SHALL REFER TO ANY APPLICABLE TERMS, CONDITIONS AND/OR RULES THAT MAY BE IMPOSED BY SUCH PARTY).
- 11.3. YOUR LIABILITY UNDER THE TERMS IS UNRESTRICTED TO THE EXTENT PERMISSIBLE BY LAW.
- 11.4. The Foundation is not liable for transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of any Participant Materials, any Foundation Materials, any others materials in connection with the Event or the Terms, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by the Foundation on account of technical problems or traffic congestion on the internet or at any website or any combination thereof. The Foundation is also not liable for injury or damage to your computer or any others resulting from downloading any materials in connection with the Event.
- 11.5. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS CLAUSE 11 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF YOUR PARTICIPATION IN THE EVENT.

12. Termination

- 12.1. The term of the Terms commences on the date you begin the Event and continues until the earlier of: (i) the end of the Event or (ii) termination by the Foundation pursuant to Clause 12.2 or 14.2.
- 12.2. The Foundation may, without any liability, terminate the Terms and/or the Event (in whole or in part) at any time with immediate effect by written notice to you.
- 12.3. Upon any termination, discontinuation or cancellation of the Terms all provisions of the Terms which by their nature should survive will survive, including, without limitation: Clause 1 (Definitions), Clause 6 (Other), Clause 8 (Intellectual Property), Clause 9 (Confidentiality), Clause 10 (Indemnification), Clause 11 (Liability), Clause 14 (General Conditions) and Clause 15 (Governing Law and Jurisdiction).

13. Personal Information

The personal information submitted by you in connection with your application to join the Event and what you provide to us in connection with your participation in the Event will be used for the purposes described in the Terms and will otherwise be handled in accordance with the Privacy Policy, and you acknowledge and agree to such use.

14. General Conditions

- 14.1. The Foundation reserves the right, in its sole discretion, to cancel, suspend and/or modify the Event (including, without limitation, its content and/or scope) and/or the issue of any Rewards, or any part of it, for any reason, without any liability.
- 14.2. The Foundation reserves the right to remove you from the Event if it finds you to be acting in a manner that is inappropriate, not in the best interests of the Event, or inconsistent with the mission, values and objectives of the Foundation, or to be in violation of the Terms, any Event Rules or any applicable law or regulation. This Agreement shall terminate immediately upon your removal from the Event by the Foundation pursuant to this Clause 14.2.
- 14.3. The terms and conditions are subject to change at any time, including the rights or obligations of the Participant or the Foundation. The Foundation will post the amended terms and conditions on the www.near.org website. To the fullest extent permitted by law, any amendment will become effective at the time specified in the posting of the amended terms and conditions or, if no time is specified, the time of posting.
- 14.4. The Terms, any Event Rules, and any other policies of the Foundation referenced in the Terms, constitute the entire agreement between you and the Foundation in respect of the Event.
- 14.5. In the event that any provision in the Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent permitted by law and the remaining provisions will remain in full force and effect to the maximum extent permitted by law.

- 14.6. The Terms, any Event Rules, and the rules, restrictions and policies contained herein, and the Foundation's enforcement thereof, are not intended to confer and do not confer any rights or remedies upon any person other than you and the Foundation.
- 14.7. If you have any questions or comments, or wish to send us any notice regarding the Event, please email us at legal@near.foundation.

15. Governing Law and Jurisdiction

- 15.1. The Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Swiss law, excluding the Swiss conflict of law rules. The application of the United Nations Convention for Contracts for the International Sales of Goods is hereby expressly excluded.
- 15.2. Any dispute, controversy or claim arising out of or in connection with the Terms or the breach, termination, existence, legal competence or invalidity thereof, shall be exclusively settled by the courts of Zug, Switzerland.