

CONTEST TERMS AND CONDITIONS

By entering this Contest, the Entrant (“You”) agrees to abide by these Terms and Conditions, any Contest rules published on the Contest website: <https://prequel.app/foundation> (“Contest Rules” and “Website”) and any decisions, which are fully and unconditionally binding in all respects. Prequel reserves the right to refuse, withdraw, or disqualify any entry at any time at the Prequel’s sole discretion. By entering this Contest, You represent and warrant that You are eligible to participate based on eligibility requirements explained in the Contest Rules and this Terms and Conditions. You also agree to accept the decisions of Prequel as final and binding as it relates to the content of this Contest.

Name of the Contest: Prequel Venture Studio

Sponsorship: Sponsor of the Contest is Prequel Inc., located at 6799 Collins Ave., Office 1602, Miami Beach, FL, 33141, USA. Sponsor will conduct the Contest substantially as described in these Terms and Conditions and Contest Rules.

Eligibility: The Contest is open to legal residents of any states who sign up at Website. Entrants must be at least 18 years old as of their date of entry in this promotion in order to qualify. This sweepstakes is subject to federal, state, and local laws and regulations and void where prohibited by law. Your employees, 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 Contest.

As the Contest is aimed on evaluating different business prospective and is purposed on investment engagement which may take a form of Prequel becoming one of the owners of Entrant’s business, Entrant is hereby guarantee to Prequel that Entrant is an authorized representative of Entrant’s business which participates in the Contest with its assets; that Entrant’s business is duly established and formed entity of a particular jurisdiction or that Entrant will form such entity to operate its business if and upon Entrant wins the Prize.

Contest Entry Period: This promotion begins on 06/10/2021 at 00:00 ET and ends on 06/10/2022 at 00:00 ET (“Entry Period”). To be eligible for the Contest, entries must be received within the specified Entry Period.

How to Enter: Eligible entrants can enter the Contest by submitting an entry via the online form provided at Website as a participant, your entry must fully meet all Contest requirements, as specified in the Contest Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Contest Rules or specifications will be disqualified at Prequel's sole discretion.

Prizes: The Winner of the Contest (the “Winner”) will be eligible to attract investment from Prequel (“Prize”) as determined in Contest Rules. The actual/appraised prize value may differ at the time the prize is awarded. The prize shall be determined solely by Prequel. There shall be no cash or other prize substitution permitted except at Prequel’s discretion. 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. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for Prequel to use the Winner’s likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law. The Winner must provide Prequel a valid information and documents of the formed legal entity operating its business.

Odds: The total number of eligible entries received determines the odds of winning.

Selection and Notification of Winner: The Winner will be selected by a panel of judges assessing Entrant’s business and development potential under the supervision of Prequel. Prequel will notify the Winner by email/messengers/social media accounts, within 15 days following Winner selection. Prequel is not responsible for, nor shall have liability for Winner’s failure to receive notices due to email/

messengers/social media accounts security settings that may cause notifications to be marked as spam or junk email. Nor shall be Prequel liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within 30 days from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize offered in the Contest by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE TERMS, THE WINNER (AT THE PREQUEL'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

Rights Granted by You: By submitting an entry into this Contest, You understand and agree that Prequel, any individual acting on Prequel's behalf, and the licensees successors, and assigns of Prequel 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 submission, name, photo, portrait, voice, likeness, image, statements about the Contest, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration. You hereby warrants that your entry to this Contest will be original work and will not violate at any times third parties' proprietary and intellectual property rights. You shall defend or settle against any claims that arise as a result of infringement at your sole expense, and You shall indemnify, defend and hold harmless Prequel from any such claim, suit, etc.

Terms and Conditions: In its sole discretion, Prequel reserves the right to modify, suspend, cancel, or terminate the Contest should non-authorized human intervention, a bug or virus, fraud, or other causes beyond Prequel's control, impact or corrupt the security, fairness, proper conduct, or administration of the Contest. Prequel, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by Prequel. Individuals who tamper with or attempt to tamper with the operation or entry process of the Contest or Website or violates these Terms and Conditions will be disqualified by Prequel in its sole discretion. In its sole discretion, Prequel has the right to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user; multiple entries from the same computer beyond the number allowed by the Contest rules; 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 Contest may be a violation of criminal and civil laws. If any such attempt is made, Prequel reserves the right to seek damages to the fullest extent permitted by law.

Limitation of Liability: Your entry into this Contest constitutes Your agreement to release and hold harmless Prequel 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 Contest and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the promotion; 5) electronic error or human error in the promotion administration or the processing of entries.

Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, US AND WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and Prequel, and if causes of action arise out of or are connected with this Contest, they shall be individually resolved exclusively before a court of an applicable jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). The participant waives all rights to have damages multiplied or increased.

Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on Prequel website. Click here <https://prequel.app/prequel-privacy-policy> to read the Privacy Policy.

By checking here, You, the Entrant, have affirmatively reviewed, accepted, and agreed to these Contest Terms and Conditions.