



PLAY

OFFICIAL SWEEPSTAKES RULES

Version 1.4.1 - Last Update: May 30th, 2025

NO PURCHASE OR PAYMENT NECESSARY TO PARTICIPATE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING.

Nioplay is an online platform which offers Participants the chance to play games for entertainment and enjoyment. Nioplay also gives away sweepstakes entries referred to as "Sweeps Coins" as set out in these Sweeps Rules. Sweeps Coins can be used to Participate in Promotional Play for a chance to win further Sweeps Coins which are redeemable for real prizes.

SWEEPS COINS ARE SUBJECT TO A MINIMUM PRIZE REDEMPTION THRESHOLD OF \$100. AMOUNTS BELOW THE THRESHOLD ARE NOT ELIGIBLE FOR PRIZE REDEMPTION.

These Sweeps Rules are to be read in conjunction with the Nioplay Terms and Conditions (T&Cs). Terms which are defined in the T&Cs have the same meaning in these Sweeps Rules.

PLEASE NOTE THAT THESE SWEEPS RULES INCORPORATE CLAUSE 24 OF THE T&Cs, WHICH INCLUDE A PROVISION WAIVING THE RIGHT TO PURSUE ANY CLASS, GROUP OR REPRESENTATIVE CLAIM AND REQUIRING YOU TO PURSUE PAST, PENDING, AND FUTURE DISPUTES BETWEEN YOU AND US THROUGH INDIVIDUAL ARBITRATION UNLESS YOU OPT OUT WITHIN THE SPECIFIED TIME FRAME. SEE CLAUSE 11 OF THESE SWEEPS RULES FOR MORE INFORMATION.

1. ELIGIBILITY TO PLAY NIOPLAY

1.1. The following definitions pertain to these Sweepstakes Rules:

- Eligible Participants refer to individuals who are legal residents of the Permitted Territories;
- Permitted Territories encompass the United States (**excluding Idaho, Nevada, Louisiana, Michigan, New York, Connecticut, Maryland, New Jersey, Montana, and Washington**) and Canada (**excluding Quebec**);
- Participant denotes an individual who engages in Promotional Play;
- Postal Request Code is defined as outlined in clause 3.4 of these Sweepstakes Rules.

- 1.2. Promotional Play refers to Nioplay's sweepstakes promotions. Promotional Play is exclusively available to Eligible Participants who are at least eighteen (18) years old or the age of majority in their jurisdiction, whichever is later, at the time of entry.

PARTICIPATION IS VOID WHERE PROHIBITED BY LAW.

- 1.3. The Sweepstakes is governed by all applicable federal, state, provincial, territorial, and local laws and regulations. It is the Participant's sole responsibility to ascertain the legality and compliance of the Sweepstakes with all regulations in the jurisdiction where the Participant resides.
- 1.4. Participation signifies the Participant's complete and unconditional acceptance of these Sweepstakes Rules and the decisions of the Sponsor/Promoter, which are final and binding in all matters concerning the Sweepstakes.
- 1.5. Winning a prize is dependent on meeting all the requirements outlined in these Sweepstakes Rules.
- 1.6. Individuals who are employees of NIO Consolidated, LL, any of their affiliates, subsidiaries, holding companies, advertising agencies, or any other entity or individual involved in the planning, production, implementation, or distribution of the Sweepstakes, as well as their immediate family members (spouse, parents, siblings, and children, whether by birth, marriage, or adoption), and household members (individuals who share the same residence for at least 3 months of the year), are ineligible to participate.

2. SPONSOR/PROMOTER

The Sponsor/Promoter of the Sweepstakes is Nio Consolidated, LLC of 2727 Niles Street, Bakersfield, California 93306, United States of America.

3. HOW TO COLLECT SWEEPS COINS

- 3.1. In order to take part, you must have an active Customer Account. If you do not have one, you can create a free Customer Account at www.nioplay.net. To participate in the Sweepstakes, a Participant must log in to their Customer Account on Nioplay at www.nioplay.net. Once on Nioplay, there are four ways for an Eligible Participant to earn Sweeps Coins:
 - a. Earn Sweeps Coins as a bonus when buying Gold Coins. Participants can receive Sweeps Coins as a bonus when purchasing specific packs of Gold Coins. Gold Coins are used for social gameplay in Nioplay and cannot be exchanged for prizes. The number of bonus Sweeps Coins received for each relevant Gold Coin purchase will be displayed during the purchase process. All Gold Coin purchases are final, and no refunds will be provided.
 - b. Earn Sweeps Coins by participating in no-cost giveaway contests on the Nioplay Facebook page. The Sponsor/Promoter organizes Sweeps Coins giveaway contests on Facebook, where Participants can enter by following the contest instructions. These contests may involve sharing Facebook page

posts or answering game-related questions to qualify for entry. The amount of Sweeps Coins awarded will be specified in the contest post and added to the winners' Customer Accounts.

- c. Earn Sweeps Coins through the Daily Bonus. Eligible Participants can receive free Sweeps Coins daily by following these steps (Daily Bonus):
- Log into your Customer Account.
 - A pop-up will automatically prompt a "CLAIM NOW" button.
 - If eligible, click the "CLAIM NOW" button on the pop-up.
 - Participants can claim the Daily Bonus once per day (the daily clock resets every 24 hours), or by logging in every 6 hours.
- d. Earn Sweeps Coins by sending a request by mail. Participants can receive free Sweeps Coins by sending a Request Card through standard mail to the specified address, following the outlined requirements.

United States residents:

NIOPLAY SWEEPSTAKES DEPARTMENT

15030 Goldenwest Circle Suite 10957

Westminster, CA 92685

Participants must:

- Handwrite their return address on the front of the envelope and the words: "Sweepstakes Entries"; and
- Handwrite all of the following on only one side of the Request Card inserted inside the envelope:
 - Their full name as shown on their government issued identification;
 - The email address registered to their Nioplay account;
 - The return/residential address registered to their Nioplay Casino account; and
 - The following statement:

"I wish to receive Sweeps Coins to participate in the sweepstakes promotions offered by Nioplay. By submitting this request, I hereby declare that I have read, understood and agree to be bound by Nioplay's Terms and Conditions and Sweeps Rules."

FOR THE AVOIDANCE OF DOUBT, COMBINED REQUESTS SENT VIA PACKAGE OR PARCEL DO NOT MEET THE REQUIREMENTS SET OUT ABOVE AND ARE INVALID.

- 3.2. Each outer envelope can contain only one Request Card. For each Request Card submitted as per the requirements, the Participant will receive 1 Sweeps Coins added to their Customer Account. Participants should ensure their handwriting is legible, as illegible entries will be voided, and Sweeps Coins will not be added to their Account. Legibility will be assessed by the Sponsor/Promoter at their discretion.

3.3. THE REQUEST MUST ONLY BE MADE BY THE PARTICIPANT AND MUST BE POSTED FROM THE SAME STATE OR PROVINCE AS THE PARTICIPANT'S VERIFIED RESIDENTIAL ADDRESS.

Requests from individuals or entities other than the Participant (including commercial sweepstakes subscription notification services) or sent from a state or province different from the Participant's verified residential address will be considered invalid and Sweeps Coins will not be credited to the Participant's Customer Account. Any attempt to manipulate the entry process or the Sweepstakes operation, such as using automation devices or software to request/enter Sweeps Coins or to assist with meeting handwriting requirements, is strictly prohibited. Requests or entries suspected by the Sponsor/Promoter, at their sole discretion, to have been submitted in this manner will be disqualified. If an envelope used by a Participant to request free Sweeps Coins is found to be faulty or likely to cause damage to processing equipment or procedures (e.g., handmade envelopes of poor quality or with nonstandard materials), the entry will be invalidated. In cases where there is a dispute over the identity of the requester or the satisfaction of entry requirements that cannot be resolved to the satisfaction of the Sponsor/Promoter, the entry will be deemed ineligible.

3.4. The number of Sweeps Coins held by a Participant will be visible in their Customer Account on the website. The allocation of Sweeps Coins to Participants can be modified by the Sponsor/Promoter at their sole discretion.

3.5. The Sponsor/Promoter is not liable for lost, delayed, incomplete, invalid, illegible, or misdirected requests or allocations of Sweeps Coins.

3.6. In case of any dispute regarding the registration of a Customer Account, the authorized account holder of the email address used for registration will be considered the Participant. The "authorized account holder" refers to the individual assigned the email address by the organization responsible for email address assignments.

3.7. The use of any automated systems to participate, earn Sweeps Coins, or play games is prohibited and will lead to disqualification and loss of eligibility to participate in the games.

3.8. Sweeps Coins remain valid for sixty (30) days from the Participant's last login to their Customer Account, after which they will expire automatically.

3.9. Sweeps Coins may also be forfeited if a Participant's Customer Account is closed for any reason or at the discretion of the Sponsor/Promoter.

4. USING SWEEPS COINS TO PLAY GAMES

- 4.1. Participants who possess Sweeps Coins can utilize them to engage in games on Nioplay with the opportunity to win more Sweeps Coins. The Sweeps Coins acquired through gameplay can be exchanged for tangible prizes.
- 4.2. Nioplay offers a variety of games, each specifying the required amount of Sweeps Coins to play. Participants may have the option to increase the amount of Sweeps Coins wagered in a game to enhance their chances of winning.
- 4.3. Only games played using Sweeps Coins offer the chance to redeem winnings for real prizes. The potential prizes that can be won during gameplay will be displayed on Nioplay under the "Win Table" or "Pay Table" section, indicated in Sweeps Coins.
- 4.4. Sponsor's/Promoter's decisions as to the administration and operation of the Sweepstakes, the game and the amount of winnings are final and binding.
- 4.5. Each Sweeps Coin won through gameplay (rather than obtained through the methods outlined in clause 3 of these Sweeps Rules) can be exchanged for a prize of equivalent value to \$1.
- 4.6. The decisions made by the Sponsor/Promoter concerning the management and operation of the Sweepstakes, games, and prize amounts are final and binding.
- 4.7. Unless otherwise specified by the Sponsor/Promoter, any Sweeps Coins awarded to a Participant must be used in gameplay at least once before they are eligible for prize redemption. The Sponsor/Promoter may, at their discretion, require Participants to use the Sweeps Coins in gameplay a greater number of times (not exceeding 20) across various Sweeps Coins games before they can be redeemed for prizes.
- 4.8. The Sponsor/Promoter reserves the right to modify the prize distribution rates and odds for any of the Sweepstakes at any time. Participants can view the current and revised details by clicking on the "Win Table" or "Pay Table" button. Participants are responsible for checking the prize distribution rates each time they participate.

5. VERIFICATION AND CONFIRMATION OF POTENTIAL WINNERS

- 5.1. The verification of potential sweepstakes winners will be conducted by the Sponsor/Promoter in a manner of their choosing, and their decisions are final and binding in all sweepstakes-related matters. A participant is not considered a winner of any prize, regardless of what the online screen may display, until their eligibility and potential winning play have been confirmed through the validation process. The

participant must also fully adhere to the sweepstakes rules and be notified of the completion of the verification process. Sponsor/Promoter will not accept screenshots or other forms of alleged evidence of winning in place of their validation procedure.

- 5.2. Potential prize winners must adhere to the rules of the sweepstakes, and winning is dependent on fulfilling all necessary requirements.
- 5.3. A potential prize winner may need to sign and return an affidavit/declaration of eligibility and liability/publicity release (unless prohibited) to the Sponsor/Promoter in order to claim their prize, if applicable. Additionally, Canadian winners may be required to correctly answer a mathematical skill testing question without any assistance during a mutually agreed-upon time.
- 5.4. If a potential winner cannot be reached, fails to complete and return the necessary paperwork within the specified timeframe, does not comply with the sweepstakes rules (including answering the skill testing question if a resident of Canada), or if the prize or notification is undeliverable, that potential winner will forfeit the prize.
- 5.5. Should a potential sweepstakes prize winner be disqualified for any reason, the Sponsor/Promoter reserves the right, at their discretion, to reintroduce the prize back into the sweepstakes.

6. PRIZES

- 6.1. The Participant's balance of Sweeps Coins is displayed in their Customer Account.
- 6.2. Prizes will not be granted until they are claimed. Participants do not have rights to Sweeps Coins that have not been claimed.
- 6.3. If a Participant opts to redeem prizes for cash, the payment will be issued in USD to the financial account or online wallet used to purchase Gold Coins, or to an alternative bank account designated by the Participant if the former is not feasible. The Sponsor/ Promoter reserves the right to mandate the use of the same payment method for prize redemption as was used for Gold Coins purchase, or a specific payment method at their discretion.
- 6.4. When a Participant chooses to redeem prizes for gift cards, the gift cards will be sent to the email address associated with the Participant's Customer Account.
- 6.5. Prize redemptions will only be processed for values equal to or greater than US\$100 (equivalent to a minimum of 100 eligible Sweeps Coins). Therefore, a Participant's Customer Account must have a balance of at least 100 Sweeps Coins before requesting a prize redemption.

6.6. To qualify for a Sweeps Coins prize or redemption:

- The Participant must meet eligibility criteria.
- The Participant's details must match those on their Customer Account.

6.7. In New York and Florida, the maximum redemption value for a Sweeps Coins prize won in a single spin or play during the Sweepstakes is US\$5,000. Prizes exceeding this amount will be capped at US\$5,000.

6.8. The Sponsor/ Promoter reserves the right, at their discretion, to restrict a Participant's Sweeps Coins redemption to US\$10,000 per day or any other amount deemed necessary to comply with regulatory obligations or partner requirements. The number of prizes awarded will not exceed the stated limit.

6.9. Taxes and fees related to prize redemption are the responsibility of the Participants. They must cover all applicable taxes and fees associated with receiving and redeeming prizes.

6.10. Any foreign exchange transaction fees or charges incurred during prize redemption, including losses or additional costs due to exchange rate fluctuations, are the Participants' responsibility.

6.11. Coins cannot be transferred, and substitutions will only be made at the discretion of the Sponsor/ Promoter. They reserve the right to substitute the listed prize with one of equal or greater value due to circumstances beyond their control. Prize winners will be notified via private message or email.

7. ENTRY CONDITIONS AND RELEASE

7.1. Upon participation, each Participant agrees to:

Adhere to and be bound by:

- ✓ The Terms and Conditions;
- ✓ These Sweepstakes Rules; and
- ✓ The decisions made by the Sponsor/Promoter, which are conclusive and binding;

A. release and indemnify the Sponsor/Promoter and its parent, subsidiary, and affiliated companies, the prize suppliers, and any other entities involved in sponsoring, fulfilling, administering, advertising, or promoting the Sweepstakes, as well as all their current and former officers, directors, employees, agents, and representatives (collectively, the Released Parties), from any and all claims, expenses, and liabilities, including but not limited to negligence and damages of any nature to individuals and property, such as invasion of privacy (including appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theories), defamation, slander, libel, violation of the

right of publicity, infringement of trademark, copyright, or other intellectual property rights, property damage, or death or personal injury arising from or related to a Participant's entry, creation of an entry, or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prizes (including any travel or activities related to them), and/or the broadcast, exploitation, or use of the entry; and

- B. defend, indemnify, and hold harmless the Sponsor/Promoter from any and all claims, expenses, and liabilities (including reasonable attorney/legal fees) arising from or related to a Participant's participation in the Sweepstakes and/or a Participant's acceptance, use, or misuse of prizes.

8. PUBLICITY

8.1. Unless prohibited, participation in the Sweepstakes signifies each Participant's consent to the Sponsor's/Promoter's and its agents' utilization of the Participant's name, likeness, photograph, voice, opinions, and/or hometown and state/province/territory for promotional purposes in any media, globally, without additional payment, notice, or consideration.

9. GENERAL CONDITIONS

- 9.1.** The Sponsor/Promoter retains the right to cancel, suspend, and/or modify the Sweepstakes or these Sweepstakes Rules, or any part thereof, immediately due to circumstances beyond its reasonable control, and only where such circumstances make it unavoidable, if any fraud, technical failures, or any other factor beyond the Sponsor's/Promoter's reasonable control compromises the integrity or proper functioning of the Sweepstakes, as determined solely by the Sponsor/Promoter.
- 9.2.** The Sponsor/Promoter reserves the right at its sole discretion to disqualify any individual found to be interfering with the entry process or the operation of the Sweepstakes, or acting in violation of these Sweepstakes Rules or any other promotion, or in an unsportsmanlike or disruptive manner.
- 9.3.** Any intentional effort by an individual to disrupt the lawful conduct of the Sweepstakes could constitute a breach of both criminal and civil statutes. In the event of such an attempt, the Sponsor/Promoter reserves the right to pursue legal damages against any such individual to the maximum extent allowable by law. Failure by the Sponsor/Promoter to enforce any provision of these Sweepstakes Rules does not waive that provision.
- 9.4.** In all other instances, the Sponsor/Promoter retains the right to terminate, suspend, and/or adjust the Sweepstakes. Any notification regarding the cancellation, suspension, and/or modification will be published on Nioplay at www.nioplay.net.

9.5. If we make changes to these Sweepstakes Rules that restrict your current rights or may be detrimental to you, we will inform you during your next visit to the Platform. You will need to reaffirm your acceptance before participating in any Promotional Play. If you do not agree to the revised Sweepstakes Rules, you will not be able to participate in any Promotional Play.

10. LIMITATIONS OF LIABILITY

10.1. To the extent permitted by law in the relevant jurisdictions, the Released Parties (as) are not liable for:

- any inaccurate or erroneous information, whether caused by a Participant, printing error, or any equipment or programming associated with or used in the Sweepstakes;
- technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software;
- unauthorized human intervention in any aspect of the entry process or the Sweepstakes; iv. technical or human errors that may arise in the administration or operation of the Sweepstakes; or
- any injury or damage to persons or property that may be directly or indirectly caused, in whole or in part, by a Participant's involvement in the Sweepstakes or the receipt, use, or misuse of any prize.

10.2. If it is confirmed that a Participant's Sweeps Coins or winning play has been mistakenly deleted, lost, or otherwise compromised, the Participant's sole recourse is the replacement by the Sponsor/Promoter of an equivalent amount of Sweeps Coins.

11. DISPUTES

The provisions of Clause 24 of the Terms and Conditions (Dispute Resolution and Agreement to Arbitrate on an Individual Basis) are referenced and apply here with the same authority and effect as if fully stated herein. By accepting these Sweepstakes Rules, you are consenting to abide by the dispute resolution and arbitration terms outlined in Clause 24 of the Terms and Conditions.

12. OTHER

12.1. No Participant will be entitled to seek awards for, and hereby forfeits all claims to, punitive, incidental, or consequential damages, or any other damages, including legal fees, except for the Participant's actual out-of-pocket expenses (i.e., expenses related to participating in this Sweepstakes). Additionally, the Participant renounces any rights to have damages multiplied or increased. Some jurisdictions may not permit limitations or exclusions of liability for incidental or consequential damages, so the aforementioned provisions may not apply to you.

12.2. All matters and queries regarding the interpretation, validity, construction, and enforceability of these Sweepstakes Rules, as well as the rights and responsibilities of the Participant and Sponsor/Promoter in connection with the Sweepstakes, are governed by and construed in

accordance with the laws of the State of Virginia, without regard to any choice of law or conflict of law principles (whether of the State of Virginia or any other jurisdiction) that would necessitate the application of laws from any jurisdiction other than the State of Virginia.

12.3. In order to maintain fairness and the integrity of the promotion for all Participants, the Sponsor/Promoter will address inquiries via Customer Support and may share updates/communications on its Facebook page.

12.4. Any Participant who posts comments on the Sponsor's/Promoter's Facebook page or elsewhere during the promotion that are deemed to be bullying, malicious, or distressing to other Participants, players, and fans of Nioplay, or are directly targeted at the Sponsor/Promoter, will have their comments removed and will be disqualified from the Sweepstakes. The Sponsor/Promoter reserves the right to report such behavior to Facebook, and the Participant's Facebook account may be suspended pending investigation.

13. PARTICIPANT'S PERSONAL INFORMATION

Information gathered from Participants is subject to the Sponsor's/Promoter's Privacy Policy, which can be accessed at www.nioplay.net.

