

Reward Token Promotional Campaign Terms

Last modified: August 8, 2024

1. Introduction of Reward Token.

In connection with the launch of our promotional campaign (the "**Campaign**"), GFX Labs Inc. ("**GFX Labs**", "**GFX**", "**we**", "**us**", or "**our**") will award an ERC-20 token ("**Reward Token**"), which selected users of our Products may redeem for an Oku-branded hoodie ("**Reward Item**").

2. Eligibility and Distribution.

Eligibility for receiving the Reward Token will be determined by GFX Labs in its sole discretion, based on criteria such as user engagement, transaction volume, or any other metrics deemed relevant by us. The method and timing of the distribution of Reward Tokens will also be determined by us and may vary based on logistics, availability of the Reward Items, and other factors.

In participating in the Campaign, participants also affirm their eligibility as per the eligibility criteria set forth in GFX Labs' [Terms and Conditions](#) ("**GFX Terms**"). This includes, but is not limited to, the requirement that participants must be of the age of majority in their jurisdiction and not subject to any governmental sanctions or located in jurisdictions subjected to comprehensive country-wide, territory-wide, or regional economic sanctions by the United States.

Furthermore, participants acknowledge that by engaging with the Campaign, they must not only meet the specific engagement and transaction volume criteria as determined by GFX Labs for the Campaign but also ensure their continued compliance with the broader eligibility requirements as outlined in the GFX Terms.

By redeeming Reward Tokens for Reward Items, participants confirm their understanding of and compliance with these eligibility criteria. GFX Labs reserves the right to verify participants' eligibility in accordance with these criteria and to deny, withhold, or reclaim Reward Items from participants found to be ineligible at any point during or after the Campaign.

3. Redemption Process.

Users may redeem their Reward Tokens for Reward Items through a process specified by GFX Labs, which will be communicated to eligible users through our official channels. The redemption process will require users to verify their eligibility and provide shipping information for the delivery of the Reward Item.

4. Shipping and Handling of Reward Items.

4.1 General Policy. GFX Labs will endeavor to ship Reward Items to the address provided by the participant during the redemption process. Shipping and handling shall be conducted in accordance with our standard practices and the logistics capabilities available to us at the time of shipping.

4.2 Cost Considerations. Notwithstanding the above, GFX Labs reserves the right, in its sole discretion, to impose limitations on shipping based on the cost of shipping and handling to the provided address. If the estimated cost of shipping and handling for a Reward Item exceeds fifty dollars (\$50), GFX Labs may take one or more of the following actions:

- GFX Labs may request that the participant provide an alternative shipping address to which the shipping costs are expected to be lower.
- In lieu of shipping the original Reward Item, GFX Labs may offer the participant the option to select an alternative reward of equal or lesser value that is subject to lower shipping costs.
- If no viable alternative can be agreed upon, GFX Labs reserves the right to refuse shipping of the Reward Item. In such cases, GFX Labs may, at its discretion, provide the participant with compensation in the form of additional Reward Tokens or other digital assets of equivalent value to the original Reward Item, subject to the terms and conditions of such assets.

4.3 Participant Acknowledgment. By participating in the Campaign and accepting these Terms, participants acknowledge and agree that shipping and handling of Reward Items are subject to the cost considerations set forth herein. Participants further agree to cooperate with GFX Labs in good faith to address any shipping cost issues that may arise, including but not limited to providing an alternative shipping address or accepting an alternative form of compensation as provided under these Terms.

5. Additional Token Issuance.

GFX Labs reserves the right, in its sole discretion, to issue additional Reward Tokens. Such additional issuance will not necessarily follow the initial criteria for distribution, and GFX Labs may modify eligibility requirements without notice.

6. Transferability of Tokens.

Reward Tokens are freely transferable but can only be redeemed for the Reward Item specified by GFX Labs by completing the redemption process on the Oku site.

7. Limitations and Disclaimers.

The Reward Tokens and the Campaign are provided "as is" and "as available," without warranties of any kind, either express or implied. GFX Labs does not guarantee the availability of Reward Items for redemption and may, at its discretion, substitute a

Reward Item of equal or greater value. GFX Labs is not responsible for any loss, theft, or unauthorized use of Reward Tokens.

8. Compliance and Taxation.

Participants in the Campaign are solely responsible for compliance with all applicable laws and regulations, including those pertaining to the receipt, possession, and use of the Reward Tokens and Reward Items. Participants are also solely responsible for any taxes or fees that may arise from their participation in the Campaign.

9. Amendment and Termination.

GFX Labs reserves the right to amend the terms of this Campaign or terminate the Campaign at any time without notice. In the event of termination, GFX Labs may, at its discretion, provide a mechanism for the redemption of outstanding Reward Tokens that have not yet been redeemed.

By participating in the Campaign, you agree to be bound by these terms, as well as the general Terms of Service of GFX Labs (collectively, the “**Terms**”). Participation in the Campaign is deemed acceptance of these Terms and any amendments thereto.

10. Privacy and Data Protection

All personal information collected during your participation in this Campaign, including but not limited to shipping information and contact details, will be handled in accordance with our processes for collecting, storing, and processing your personal data, detailed more fully in the [GFX Labs Privacy Policy](#).

We encourage all participants to review our Privacy Policy to understand our commitment to protecting your data. Our Privacy Policy outlines our practices regarding data collection, use, disclosure, and protection, ensuring you are fully informed of your rights and our obligations.

By participating in the Campaign, you acknowledge and agree that your personal information will be processed in accordance with these Terms and the provisions of the GFX Labs Privacy Policy. This policy is integral to these Terms and provides the foundation for our data protection practices.

11. Right to Suspend or Discontinue

GFX Labs reserves the right, in its sole discretion, to suspend or discontinue the Campaign at any time without notice, should the evolving global regulatory landscape regarding crypto assets and related activities necessitate such action to ensure compliance with applicable laws and regulations. This measure is intended to maintain the integrity of our operations in alignment with dynamic legal and regulatory standards regarding crypto assets.

GFX Labs further reserves the right to suspend participation in the Campaign for individual users or within specific jurisdictions if continuing the Campaign in those contexts could potentially violate local laws and regulations. Participants acknowledge these possibilities and agree that GFX Labs will not be liable for any consequences arising from such suspension or discontinuation related to regulatory compliance efforts.