## TOMORROW X TOGETHER PHONEKKU CHALLENGE EVENT OFFICIAL RULES

ENTRANTS MUST BE AT LEAST 13 YEARS OLD (AND IF A MINOR, HAVE PARENTAL CONSENT) TO ENTER. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES (DEFINED BELOW). A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW

## ENTRY VIA MOMENTICA APP & TWITTER ONLY AND A MOMENTICA ACCOUNT AND TWITTER ACCOUNT, SMART PHONE AND INTERNET CONNECTION ARE REQUIRED. THE SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY TWITTER.

1. HOW TO ENTER: To enter the TOMORROW X TOGETHER **PHONEKKU** CHALLENGE EVENT ("**Sweepstakes**"), eligible individuals ("**Entrants**") must set their mobile phone widget/lock screen with the TOMORROW X TOGETHER's TAKE they own, take a screenshot of their widget/lock screen, and upload the screenshot with the hashtags (#MOMENTICA # TOMORROW\_X\_TOGETHER #MOMENTICA\_ **PHONEKKU**) and complete the Google Form to enter your MOMENTICA ID and the link to your Twitter post.

You can increase your chance of winning by completing the following activities:

- Follow @Momentica\_twt on Twitter
- Retweet our Sweepstakes tweet

2. ENTRY PERIOD: 04/25/2023 at 12 PM KST through 05/01/2023 at 23:59 PM KST,

3. ELIGIBILITY: The Sweepstakes is open to legal residents of all territories where participation in such a sweepstakes is allowed by applicable law. The Sweepstakes is otherwise void where prohibited or restricted by applicable law, including any territories where promotion licensing and registration is required and any territories sanctioned by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury, including Crimea, Cuba, Iran, Libya, North Korea, Russia, Sudan, Syria, Somalia and Venezuela.

You must be 13 years of age (or equivalent minimum age depending on your jurisdiction) and older as of the date of entry. Employees of Momentica ("**Sponsor**" & "**Administrator**" collectively referred to as "**Promotion Parties**") and members of their immediate family are not eligible to participate in the Sweepstakes.

4. DRAWING: A random drawing will be conducted on or about 05/08/2023 by Administrator to select the winner[s] from among all eligible entries received. Odds of winning depend on the number of entries received. Potential winner[s] will be notified by Push Message sent through the application. All income taxes, if any, resulting from acceptance of prize are the responsibility of the winner. By entering this sweepstakes, entrant accepts and agrees to these Official Rules and the decisions of the Administrator, which shall be final in all matters. Acceptance of a prize also constitutes permission to the Promotion Parties to use winner's username information for marketing purposes without further compensation or right of approval, unless prohibited by law. All federal and state laws apply.

5. LIMITATION OF LIABILITY: By entering this Sweepstakes, Entrants waive all right to, and hold the Promotion Parties harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this sweepstakes or the acceptance, use, or misuse of any prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Promotion Parties will not be responsible for: late, incomplete, or incorrect entries; an entrant's failure to receive prize notices due to entrant's spam, junk e-mail, or other security settings or for entrants' provision of incorrect or otherwise nonfunctioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this sweepstakes; by any human error which may occur in the processing of the entries in this Sweepstakes; or any typographical, technological, or other error in the publishing of the offer, administration of the Sweepstakes, or announcement of the prize[s]. If, in the Administrator's opinion, there is such an error, or there is any suspected evidence of tampering with any portion of the sweepstakes, or if technical difficulties (including viruses and bugs) compromise the integrity of the sweepstakes, Sponsor reserves the right to request that the Administrator, in its sole discretion, cancel or modify this Sweepstakes in a manner deemed appropriate by the Administrator. In the event of termination, winners will be selected from among all eligible entries received as of date of termination. In the event a dispute arises as to the identity of a potentially winning Entrant, entries will be declared made by the name on the online entry form.

## 6. PRIZE[S]:

(30) winners will receive TAKEs of all TOMORROW X TOGETHER members (Total 5 TAKEs)

7. Approximate prize value: \$15 (\$3 for each Photo TAKE, 5 TAKEs). Limit one prize per account holder. Sponsor reserves the right to substitute a prize of equal or greater value. All prizes will be awarded. If a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

8. CHOICE OF LAW AND FORUM: Except where prohibited, each Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resorting to any form of class action, and exclusively by the competent jurisdiction within Los Angeles, California, United States; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will any entrant be permitted to obtain awards

for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and the Promotion Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules.

9. PRIVACY: Information submitted with an entry is subject to the Privacy Policy stated on https://momentica.com/docs?type=privacy.

10. WINNERS LIST: For the names of the Official Rules or a list of winners, send a self-addressed, stamped #10 envelope to: Levvels Inc. ATTN: Official Rules (or Winner's List) Request, 2110 Colorado Ave. #200, Santa Monica, 90404 United States. Official Rules requests must be received no later than one month after the end of the Entry Period and winner's list request must be received within three (3) months of the end of the Sweepstakes.

11. SPONSOR: Levvels Inc. (Momentica): 2110 Colorado Ave., #200, Santa Monica, CA 90404