

10TH BIRTHDAY POSTER CONTEST RULES

1. NO ENTRY FEE.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

2. GENERAL INFORMATION:

The Exploding Kittens 10th Birthday Poster Contest (the “Contest”) begins at 9:00 AM EST (US) on Friday, March 7, 2025 and ends at 11:59 PM EST (US) on Friday, March 14, 2025 (the “Entry Period”). VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Winners will be selected via a random draw on March 17, 2025. Winners will be notified via the email provided. Prizes must be claimed by March 20, 2025, at 11:59 PM EST, or a new winner may be selected.

3. WHO CAN PLAY:

The Contest is open only to natural persons who (i) are at least 18 years of age or older (at the time of entry) (and, if the entrant is a minor in his/her state of residence, who enter with the permission of a parent or guardian), (ii) are legal residents of the 50 United States or the District of Columbia, Canada, the European Union, the United Kingdom, or Australia and (iii) are eligible to enter the Contest as set forth in these Official Rules. Residents of any jurisdictions where the Contest is prohibited or restricted by applicable law are not eligible to enter the Contest. Employees of Exploding Kittens its affiliates, subsidiaries, advertisement, promotion, fulfillment or other coordinating agencies; individuals providing services to Exploding Kittens through an outsourcer or temporary employment agency during the Entry Period; and their respective immediate family members and persons living in their same household are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. By participating in the Contest, entrants agree fully and unconditionally to these Official Rules and Exploding Kittens’ decisions, which are final and binding in all matters related to the Contest. Eligibility to win a prize is contingent upon complying with and fulfilling all requirements set forth herein.

4. HOW TO ENTER:

During the Entry Period, fill out the Google form provided by Exploding Kittens with all of the information require (“Submission”). By entering your Submission as described, in compliance with the requirements detailed in Section 5 below, entrants will be entered into the Contest. No other method of participation will be accepted. No drawings, sweepstakes, raffles or other elements of chance are utilized to determine the Prize winner.

Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. All Submissions must be made by a human, without the use of AI. Exploding Kittens’ designated server’s clock will be the official time

keeper for the Contest and will be used when determining eligible entrants. For purposes of this Contest, a Submission is "received" when the Exploding Kittens's server records the complete Submission information. Please note that all times are based on the Pacific Time Zone so plan accordingly. All determinations of eligibility shall be final and binding. For the avoidance of doubt, Exploding Kittens may not provide entrant with confirmation of Contest entry.

5. SUBMISSION CONDITIONS AND RESTRICTIONS:

By entering a Submission into the Contest, each entrant grants Exploding Kittens a perpetual, non-exclusive, worldwide license to use entrant's Submission, and acknowledges and agrees that Exploding Kittens may use, or not use, entrant's Submission, or any part of it, in any manner, in any media, at any time, in its sole discretion, including in a commercial manner and in advertising and promotions, and entrant forever releases and discharges Exploding Kittens from any liability associated with any such usage.

Exploding Kittens in its sole discretion shall determine if any Submission or part thereof is inappropriate for any reason for public release or publication. Exploding Kittens shall have the right to disqualify any Submission that it deems to not meet the criteria, or due to technical, legal, clearance or other problems, or which it deems to be obscene, pornographic, demeaning or otherwise not in good taste, or otherwise in breach of the above rules, as determined by Exploding Kittens in its sole discretion.

6. CONTEST WINNER DETERMINATION:

10 Winners will be selected via a random drawing from among all eligible entries received on March 20, 2025.

The decisions of Exploding Kittens will be final and binding in all matters related to the Contest.

7. NOTIFICATION:

Exploding Kittens will make up to two (2) attempts over the 48-hour period following the winner's selection to contact the potential winner via the email address associated with the Submission.. If the potential winner cannot be reached during the 48-hour period in which they are contacted, such potential winner will be disqualified and an alternate winner will be selected using the same winning criteria described above from among the remaining applicable eligible entries received. Exploding Kittens reserves the right to modify the notification procedures in connection with the selection of any alternate potential winners, if any. In the event of a dispute about the identity of an entrant, each entry will be declared made by the authorized account holder of the email address associated with the winning Submission. The authorized account holder is defined as the natural person who is assigned to an email address by an Internet Service Provider, online access provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

With respect to the winning entry, the winner may be required to provide proof that the winner is the authorized account holder of the email address associated with the winning entry and is otherwise eligible to enter the Contest.

8. PRIZE:

10 winners will receive an exclusive 18" x 24" 10-Year Birthday Exploding Kittens Poster, "Picture Purrfect." No monetary or other compensation shall be awarded to Winner.

No transfer, or cash or other substitution of prizes allowed except that the Sponsor reserves the right, in its sole and absolute discretion, to substitute a prize or prize component of comparable or greater value. There is no cash redemption value for any component of the prize. The Sponsor will not replace any lost or stolen prizes once in winner's possession.

9. PRIZE CONDITIONS:

Except where prohibited by law, a potential prize winner (or the winner's parent or legal guardian if the winner is a minor in his/her state of residence) may be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release ("Affidavit/Release"). Such documents must be signed and returned by the date and/or time indicated within such documents. If the documents are not signed and returned within that time, or if an entrant is found to be ineligible, or if an entrant does not comply with these Official Rules, each as determined by Exploding Kittens in Exploding Kittens's sole discretion, then the potential winner will be disqualified and an alternate potential winner will be selected based on the winning criteria. Exploding Kittens is not responsible for fraudulent calls or emails made to entrants not by Exploding Kittens. All entries are subject to verification prior to awarding of prize. Eligibility, age, and claims made by prize winners also are subject to verification prior to awarding of prizes.

10. RELEASE:

By participating in the Contest, entrants agree to release, indemnify, defend and hold Exploding Kittens and its parents, affiliates, subsidiaries, directors, officers, employees, and agents, including advertising and promotion agencies, and assigns, and any other organizations/entities related to the Contest (collectively, "Releasees") harmless from any and all claims, injuries, damages, expenses, or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Contest or acceptance or use of a prize or parts thereof, including without limitation (i) any condition caused by events beyond Releasees' control that may cause the Contest to be disrupted or corrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of any prize, or acceptance, possession, or use of any prize, or from participation in the Contest; and (iii) any printing or typographical errors in any materials associated with the Contest.

11. LIMITATION OF LIABILITY:

The Releasees are not responsible for (i) late, lost, delayed, damaged, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether through the platform, by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software program, or transmission malfunctions, failures or difficulties. Except where prohibited, by participating in the Contest and submitting an entry, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or in connection with the prize awarded, determination of a winner, or any other matter relating to the Contest that cannot be resolved between such entrant and any Releasees shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees. Notwithstanding anything to the contrary herein, in no event shall any entrant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, operation or other exploitation of Exploding Kittens' products, the Contest, any website, content, advertising or other materials used, displayed or issued in connection with the Contest, or any submission or entry, and such entrant's rights and remedies in any such event shall be strictly limited to the right to recover money damages, if any, in an action at law. IN NO EVENT WILL ANY OF THE RELEASEES BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL ENTRANTS.

12. PUBLICITY RELEASE:

Except where prohibited, an entrant's participation in the Contest constitutes consent to the perpetual, worldwide, royalty-free use of his/her name, photo, and/or likeness, biographical information, Submission, and statements attributed to him/her by any Releasee for advertising and promotional purposes, including without limitation, inclusion on Exploding Kittens' website, social media platforms, in its e-mail blasts and any other media chosen by Exploding Kittens without compensation.

13. GENERAL CONDITIONS:

By participating in the Contest, each entrant acknowledges that he/she has read these Official Rules and agrees to be bound by them and by the decisions of Exploding Kittens, which are final and binding on all matters pertaining to the Contest. Non-compliance with these Official Rules may result in disqualification and all associated entries will be void. Exploding Kittens reserves the right, in its sole discretion and without liability to the entrant, to cancel, modify or suspend the Contest in whole or in part, in the event of fraud,

technical or other difficulties or if the integrity of the Contest is compromised. Exploding Kittens reserves the right to disqualify any entrant or winner, as determined by Exploding Kittens, in its sole discretion and without liability to the entrant or winner. The Contest is subject to these Official Rules and all applicable federal, state, provincial, and local laws and regulations. The Contest is void where prohibited or restricted by law. All disputes, issues and/or questions concerning the Contest, including the rights and obligations of the entrant and Exploding Kittens in connection with the Contest, or the construction, validity, interpretation and enforceability of these Official Rules 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 (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. Any legal actions, suits or proceedings related to the Contest (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in Los Angeles County, California, and each entrant accepts and submits to the personal jurisdiction of such courts with respect to any legal actions, suits or proceedings arising out of or related to the Contest. Exploding Kittens may substitute prizes of equivalent value, amend the rules, or discontinue the Contest at any time for any reason. Exploding Kittens disclaims any responsibility to notify entrants of any aspect related to the conduct of the Contest.

14. PRIVACY AND PERSONAL INFORMATION:

Exploding Kittens may collect personal data about entrants online and use such data in accordance with Exploding Kittens' Privacy Policy at <https://www.explodingkittens.com/pages/privacy-policy> ("Privacy Policy") and as set forth in these Official Rules. Please review these Official Rules and the Privacy Policy carefully. By participating in the Contest, entrants hereby agree to such collection and use of their personal information by Exploding Kittens, either collectively or individually, and acknowledge that they have read and accepted these Official Rules and the Privacy Policy.

15. FORCE MAJEURE:

Without limiting any other provision in these Official Rules, in the event that any of the entrants' activities or the Releasees' operations or activities are affected, as determined by Exploding Kittens, in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, pandemic, epidemic or public health crisis, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above, subject to any governmental approval that may be required, Exploding Kittens shall have the right to modify, suspend, or terminate the Contest, and no Releasees shall be

responsible or liable to any entrant or prize winner or any person claiming through such entrant or prize winner for failure to supply the prize or any part thereof. Exploding Kittens is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages.

16. MISCELLANEOUS:

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Exploding Kittens's failure to (or decision not to) enforce any provision in these Official Rules shall not constitute a waiver of that or any other provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and these Official Rules, these Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Exploding Kittens's sole and absolute discretion.

17. WINNER'S LIST:

For an Official Winner List (available after the selection of the winner), or for a copy of these Official Rules, send a self-addressed, stamped envelope to: 10th Anniversary Poster Contest (please specify Official Winner's List or Official Rules), c/o Exploding Kittens Inc., 7162 Beverly Blvd, P.O. Box #272, Los Angeles, CA 90036 USA. Residents of Vermont with a return address in Vermont may omit the return postage on their Official Rules request.