

## TERMS & ELIGIBILITY REQUIREMENTS

### Agreement to Official Terms.

Participation in the “Tara Donovan ‘QWERTY’ Print Giveaway” (the “Giveaway”) constitutes recipient’s full and unconditional agreement to and acceptance of these terms (“Terms”) and the decisions of The Pace Gallery LLC (“Pace”) and Tara Donovan (the “Artist”), which are FINAL AND BINDING in all respects. Each recipient acknowledges that the recipient satisfies all eligibility requirements. THE OFFICIAL TERMS ARE SUBJECT TO CHANGE WITHOUT NOTICE. Receiving a Giveaway is contingent upon fulfilling all requirements set forth herein.

### Eligibility and How to Claim your Print.

The Giveaway begins on October 10, 2022 at 12 pm EST. Eligible persons who mint one of the first fifty-six (56) NFTs on artblocks.io (“Art Blocks”) from the Artist’s “QWERTY” collection (the “Collection”) on October 10, 2022 will be eligible to receive an approximately 4”x6” physical print of their NFT from the Collection (each, a “Print”). The Prints are non-transferable and the terms of the Giveaway are non-negotiable. The Giveaway is not available where prohibited or restricted by law. The Giveaway is subject to all applicable federal, state and local laws and regulations.

In order to claim ownership of a Print, persons who minted NFTs “QWERTY #1” through “QWERTY #56” must validly identify themselves as the owner of the underlying validly purchased and minted NFT and provide their name, email address and mailing address where the recipient would like its Print to be sent. In order to do so, eligible persons must click the following link <https://app.mycrypto.com/sign-message>, ensure that the “sign message” button on the page is highlighted in blue and connect the wallet that minted the qualifying NFT. Once the wallet is connected, eligible persons need to input the following details in the “Message” box:

- First and last name
- Email address
- Mailing address

Once the above information is entered, press the “sign message” button. Please copy the resulting text (which will automatically include the information needed to receive a Print) and email it to [verso@pacegallery.com](mailto:verso@pacegallery.com) in the email body with “QWERTY Print Verification” in the subject line. Eligible persons must verify their identity by 11:59 pm EST on October 24, 2022 in order to claim their Print. You will receive a response by email if you are eligible to receive a Print. The Print will be mailed to the eligible recipients at the mailing address provided in the verification email; provided that the participant is a resident of the United States and the

mailing address must be located in the United States. The Prints are awarded as is. No cash equivalent is available for the Prints. Recipients are responsible for all taxes and fees (if any) associated with the Print as part of the Giveaway. **Pace's decisions as to the administration and operation of the Giveaway and its decision with respect to eligible recipients is final and binding in all matters related to the Giveaway.**

### **Disputes.**

Except where prohibited by law, each participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with the Giveaway shall be resolved individually, without resort to any form of litigation including class action, and exclusively by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association (AAA) under its rules for resolution of commercial disputes. If the parties are unable to agree upon an impartial arbitrator within thirty (30) days of either party requesting arbitration, either party may apply to the AAA to make the appointment. The impartial arbitrator shall be an attorney or retired judge and admitted to practice in New York. The arbitration shall be held in New York, NY. All submissions to the arbitrator, the proceedings and the award shall be confidential. The parties express their desire that the arbitration be conducted on an expedited basis with minimal discovery. The award shall be in writing and set forth the factual and legal basis for the award. The parties renounce recourse to litigation, to the extent provided by law, and intend the award to be final and binding except that judgment with respect to the award may be entered in any court having jurisdiction over the parties or their assets if the award remains unsatisfied after thirty days. All reasonable costs of both parties, as determined by the arbitrator, including but not limited to reasonable attorneys' fees necessary to confirm the award in court or to enforce the award, shall be borne entirely by the non-prevailing party, to be designated by the arbitrator in the award, and may not be allocated between the parties by the arbitrator. Each participant waives any and all objections to arbitration and jurisdiction and hereby irrevocably submits to the venue of those courts within the State of New York.

### **Additional Terms.**

To the maximum extent permitted by applicable law, Pace reserves the right to change these Terms, including to modify the Giveaway, or to cancel the Giveaway at any time. In addition, to the maximum extent permitted by applicable law, Pace reserves the right to modify, terminate, or suspend the Giveaway should viruses, worms, bugs, unauthorized human intervention or other causes beyond their control corrupt or impair the administration, security or fairness of the Giveaway. Neither Pace nor the Artist, nor any of their affiliates, is responsible for any human or other error that may occur in the administration of the Giveaway. Pace reserves the right, in its sole discretion, to disqualify any individual from the Giveaway found to be tampering with the participation process or the operation of the Giveaway, to be acting in violation of these Terms or applicable law, or to be acting in a disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

## **Release**

By participating in the Giveaway, participants agree to release and hold harmless Pace, the Artist and their respective parents, subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors (the "Released Parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, which may occur in connection with the Giveaway, or possession, acceptance and/or use or misuse of the Print or participation in any Giveaway-related activity and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility for any injury or damage to recipients or to any other person's computer, regardless of how caused, relating to, or resulting from entering or downloading materials or software in connection with this Giveaway.

## **Intellectual Property.**

Each eligible person acknowledges and agrees that the Artist owns all intellectual property rights, including copyright in the Print.

## **Privacy Notice.**

All information submitted in connection with the Giveaway will be treated in accordance with these Terms and Pace's privacy policy, available here: <https://www.pacegallery.com/privacy-2020>. By participating in the Giveaway, each participant acknowledges that such person has agreed to Pace's privacy policy and consents to the collection, use and disclosure of personal information for the purposes of administering the Giveaway and as otherwise permitted herein in accordance with such privacy policy and the Terms.