

TERMS AND CONDITIONS

Thank you for your interest in the Crazy Defense Heroes and TOWER token ecosystem (“**CDH**”) by Animoca Brands Limited (“**Animoca**”). Please read the following terms and conditions:

1. The following terms and conditions (“**Terms and Conditions**”) apply to all participants in the CDH event (“**Play-to-Earn**”). For further details on the Play-to-Earn, please visit: <https://medium.com/tower-token/crazy-defense-heroes-play-to-earn-reward-pool-consists-of-1-800-000-tower-for-both-march-and-april-bb5caf128ff> <https://medium.com/tower-token/crazy-defense-heroes-daily-star-chest-play-to-earn-event-adds-new-tower-map-nfts-in-march-2022-9189e2dc0c7c> (“**Play-to-Earn Details**”).
2. These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications relating to the Play-to-Earn. By entering the Play-to-Earn, you agree to be bound by these Terms and Conditions and will be deemed as such. If you do not agree to be bound by these Terms and Conditions, please do not enter the Play-to-Earn.
3. Entries will be accepted via <https://crazydefenseheroes.com/earn-tower> (“**Play-to-Earn Website**”).

Eligibility

4. The Play-to-Earn is open to entrants who are aged 16 years or over at the time of entry (the “**Eligible Entrant**”).
5. In entering the Play-to-Earn, you confirm that you are an Eligible Entrant. Animoca may require you to provide proof that you are an Eligible Entrant at any point during the Play-to-Earn.
6. Animoca is not liable if any entrant is not legally allowed to take part in the Play-to-Earn due to any national or local laws.

7. Animoca reserves the right to reject entry by, cease the continued participation of, or withhold the award of any Prize to a person it considers to have entered the Play-to-Earn in breach of these Terms and Conditions as determined by Animoca in its sole discretion.

8. Animoca accepts no responsibility for any entries to the Play-to-Earn that are incomplete, illegible, corrupted, lost, damaged, delayed or otherwise fail to reach it during the term of the Play-to-Earn.

Application Phase

9. To enter the Play-to-Earn, the Eligible Entrants must connect their crypto wallets and complete the linking process via the Play-to-Earn Website (“**Application**”).

10. By connecting their crypto wallets and completing the linking process, the Eligible Entrants consent to the use of all available images and details of the Eligible Entrants by Animoca for any promotional purposes whatsoever, and confirm that they are Eligible Entrants.

11. All Applications received may be reviewed by Animoca to ensure they meet the eligibility requirements.

12. Animoca will confirm the Eligible Entrants who have achieved the requirements stated in Play-to-Earn Details (“**Winners**”).

13. Each Winner will receive the applicable prize as set forth in the Play-to-Earn Details. Animoca reserves the right to substitute such prize with other items of equivalent value without giving notice.

14. The decision of Animoca is final and no correspondence or discussion will be entered into.

The Play-to-Earn

15. If the Play-to-Earn is compromised for any reason whatsoever beyond the control of Animoca, Animoca reserves the right to modify, terminate, amend or extend the Play-to-Earn without responsibility or liability for any amount or kind of loss or damage whatsoever that may be incurred by the Winners or any third party (whether direct or indirect). No compensation will be offered.

16. Animoca accepts no liability whatsoever for entrants' failure to gain access to the Play-to-Earn due to technical difficulties (including but not limited to faults, malfunctions, hardware or software failure, satellite/network/server error or any other kind of errors such as user error) whether or not attributable to Animoca.

17. By participating in the Play-to-Earn, each Eligible Entrant represents and warrants that:

(a) he/she will not act in a manner that disparages or reflects adversely upon CDH, the Play-to-Earn, Animoca or its holding, subsidiary or affiliate companies or their goods and services;

(b) he/she has all necessary rights and permissions to enter the Play-to-Earn and that his/her participation complies with all applicable laws, rules and regulations; and

(c) his/her Application complies with these Terms and Conditions.

18. Animoca does not provide any warranty or guarantee as to the accuracy, timeliness, reliability, performance, completeness or suitability of the information and materials found or offered in the Play-to-Earn for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and Animoca expressly excludes liability for any such inaccuracies or errors to the fullest extent as permitted by law. Your entry into the Play-to-Earn is entirely at your own risk, for which Animoca shall not be liable.

19. IN NO EVENT WILL ANIMOCA BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF CDH AND/OR ENTRY INTO THE PLAY-TO-EARN WHATSOEVER. IN NO EVENT SHALL ANIMOCAS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$10. WITHOUT LIMITING THE FOREGOING, THE PLAY-TO-EARN AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS

Prizes

20. The Winners at the Play-to-Earn will each receive the TOWER tokens and/or NFTs as set forth in the Play-to-Earn Details (the "**Prize**").

21. The Prizes are as advised, and no cash or other alternative will be offered. The Prizes are non- transferable and subject to availability. Animoca reserves the right to substitute any Prize with another of equivalent value without giving notice.

General Terms

22. Animoca reserves the right to cancel or amend the Play-to-Earn and these Terms and Conditions without notice in the event of any catastrophe, war, civil or military disturbance, epidemic or pandemic, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of Animoca's control. Any changes to the Play-to-Earn will be notified to entrants as soon as possible by Animoca.

23. Animoca shall have the right, at its sole discretion and at any time, to change or modify these Terms and Conditions without prior notice to you and any and all such changes shall be effective immediately

when made, without limitation. Any changes to the Play-to-Earn will be notified to the Eligible Entrants as soon as possible by Animoca.

24. Your entry is made without any prior payment or promise of payment or the expectation by you of any payment, benefit or advantage in return for your entry, except for the possibility of obtaining those benefits expressly referred to in these Terms and Conditions as being part of this Play-to-Earn (including the Prizes).

25. Animoca reserves the right to investigate and undertake all such action, as is reasonable, to protect itself against fraudulent or invalid entries. In addition, Animoca reserves the right to reject those entries which it considers, in its absolute discretion, do not comply with these Terms and Conditions or are fraudulent or invalid.

26. In the event of a dispute about the identity of an Eligible Entrant, each entry will be deemed made by the authorised email account holder of the email address used in the relevant entry. "Authorised email account holder" is defined as the natural person who is assigned to an email address by an internet access provider, online service provider, or other organisation (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

27. Animoca accepts no responsibility for any aspect of the Prizes that are lost, damaged, delayed or failed to reach the Winner. Any and all transaction costs relating to the payment of the Prizes will be the sole responsibility of each Winner.

28. To the extent permitted by law, Animoca, its associated companies, and their agents and distributors will not in any circumstances be responsible for any loss or damage suffered due to taking part in the Play-to-Earn.

29. The Eligible Entrants are responsible for all expenses not expressly stated in these Terms and Conditions as being party of the Prize or any part of this Play-to-Earn.

30. Animoca's decision in respect of all matters to do with the Play-to-Earn will be final and no correspondence will be entered into.

31. The Play-to-Earn and these Terms and Conditions will be governed by the laws of Hong Kong. Any dispute, controversy, difference, or claim arising out of or relating to the Play-to-Earn and these Terms and Conditions, including the existence, validity, interpretation, performance, breach, or termination thereof, or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and finally resolved by arbitration administered by the HKIAC under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one (1). The arbitration proceedings shall be conducted in English.

32. The Winners agree to the use of his/her name and image in any publicity material. Any personal data relating to the Winners or any other Eligible Entrants will be used solely in accordance with applicable data protection legislation. The information provided will be used in conjunction with the applicable privacy policy.

33. Each of the Winners agrees to allow Animoca to publish his/her personal details in any social media post by Animoca at the end of the Play-to-Earn.

34. Each Eligible Entrant in the Play-to-Earn agrees to allow Animoca to use the email address collected in the Application for the purpose of marketing and subscription to any Animoca newsletter(s).