

## Coinbase December 2021 New User Sweepstakes

### OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE, TRANSACTION OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

**PARTICIPATING IN THE COINBASE DECEMBER 2021 NEW USER SWEEPSTAKES (THE “SWEEPSTAKES”) CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. THESE OFFICIAL RULES CONTAIN A MANDATORY ARBITRATION PROVISION. BY PARTICIPATING IN THE SWEEPSTAKES, YOU REPRESENT AND WARRANT YOU MEET THE ELIGIBILITY REQUIREMENTS STATED IN THESE OFFICIAL RULES AND ACKNOWLEDGE THAT FAILURE TO MEET ALL ELIGIBILITY REQUIREMENTS WILL RESULT IN YOUR DISQUALIFICATION. THE SPONSOR/ADVERTISER IS THE SOLE DETERMINER OF SWEEPSTAKES COMPLIANCE. A COPY OF THESE OFFICIAL RULES WILL BE AVAILABLE FOR THE DURATION OF THE SWEEPSTAKES AT [https://www.coinbase.com/sweepstakes/dec\\_21\\_newuser](https://www.coinbase.com/sweepstakes/dec_21_newuser).**

PARTICIPATION IS LIMITED TO LEGAL RESIDENTS OF THE 50 UNITED STATES (EXCLUDING HAWAII) & THE DISTRICT OF COLUMBIA<sup>[1]</sup> <sup>[2]</sup> , CANADA (EXCLUDING QUEBEC), UK, AND GERMANY<sup>[3]</sup> <sup>[4]</sup> . VOID WHERE PROHIBITED.

THIS PROMOTION SHALL BE CONSTRUED ACCORDING TO AND GOVERNED EXCLUSIVELY BY U.S. LAW.

1. The Promotion begins on December 8, 2021 at 12:00 p.m. Pacific Time ("PT"), ends on December 21, 2021 at 11:59 p.m. PT (the "Promotion Period"). Sponsor's computer systems or that of their designee is the official time-keeping device for the Sweepstakes.

2. Eligibility: The Coinbase December 2021 New User Sweepstakes (the "Sweepstakes" or "Promotion") is open only to legal residents of the 50 United States (excluding Hawaii) and the District of Columbia, Canada (excluding Quebec), UK, and Germany<sup>[5]</sup> <sup>[6]</sup> who are at least 18 years of age or older and the legal age of majority in their jurisdiction of residence and do not currently have an existing Coinbase account (an eligible "Entrant"). Coinbase (the "Sponsor"), Ventura Associates International LLC (the "Administrator"), their parent, affiliates, subsidiaries, promotion agencies and each of their respective directors, officers, employees, and assigns (collectively "Released Parties") and their immediate family members and/or those living in the same household of each (whether related or not) are not eligible. For purposes of this Promotion, the term "family member" is defined as spouse, partner, parent, legal guardian, in-law, grandparent, child, or grandchild. The Sweepstakes is subject to all applicable federal, provincial, state, and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants must comply with these Official Rules and the conditions of entry.

There is no purchase, transaction, or payment necessary to enter. Entering by creating a new Coinbase account during the Promotion Period will not increase your chances of winning. Your chances of winning are the same regardless of method of entry.

3. How to Enter: There are two (2) methods of entry:

Method 1: There are two steps within Method 1 to earn an entry. The first step is to create a new Coinbase account on [coinbase.com](https://www.coinbase.com) during the Promotion Period. To create a Coinbase account, you must provide required information as requested online at [www.Coinbase.com](https://www.Coinbase.com) (inclusive of Tax ID number and Social Security number if applicable). The second step is to complete the required ID verification process which may include uploading a valid and current photo ID and completing a set of identity-verification questions, depending on your location. The ID verification process can be completed after the end of the Promotion Period but must be complete by 11:59 PM PT on December 28, 2021. Upon completion of setting up a new account and ID verification (including Sponsor verification) the Entrant will receive one (1) entry into the Sweepstakes. There is no fee or charge to create an account and become a registered Coinbase user. Normal internet access and usage charges imposed by each Entrant's mobile service provider may apply. By submitting your information and creating an account, you agree to the [Coinbase User Agreement](#) and [Privacy Policy](#). If you do not agree to the User Agreement and Privacy Policy, you cannot create a Coinbase account, and will be ineligible to enter the Sweepstakes.

Method 2: To enter via mail without creating a new Coinbase account, hand print and complete the following on the front of a piece of paper: your name, address, city, state, zip, e-mail address, telephone number. Insert paper in an envelope and mail in with sufficient postage to: Coinbase December 2021 New User Sweepstakes, Ventura Associates International LLC, 494 8th Avenue, Suite 1700, New York, NY 10001. Mail-in entries must include all requested information herein to be considered an entry and to earn one (1) entry. Mail-in entries must be postmarked no later than December 21, 2021, and received by Administrator no later than December 28, 2021. Mailed entries received without a verifiable and legible return address will be deemed incomplete and invalid. Requests for confirmation of receipt of mail-in entries will not be acknowledged. No photocopies, facsimiles or reproductions of mail-in entry will be accepted. Neither Sponsor nor Administrator are responsible for late, lost, damaged, stolen, incomplete, illegible, postage due, or misdirected entries. Proof of mailing does not constitute proof of delivery. Potential winners (as further defined below) that entered via mail will be required to create a new Coinbase account and agree to the respective user agreement and privacy notice, to receive their prize. If a potential winner does not create a new Coinbase account and does not agree to the Coinbase User Agreement and Privacy Policy within the timeframe indicated by Sponsor in their notification email, said Potential winner will be ineligible to receive a prize.

4. Regardless of how you enter, there is a limit of one (1) entry per person/email address throughout the Promotion Period. Entries received from any person in excess of the stated limitation will be void, and that person may be disqualified from entry and/or winning. Entries received from any person who attempts to cancel and create a new account, or who attempts to create an additional account, during the promotion period will be disqualified. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses or any other method will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute over the identity of a Potential winner, the entry will be declared made by the authorized account holder of the email address associated with the entrant's Coinbase account (or submitted with the mail-in entry, as applicable) ("Entrant's Email Address"), and a Potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of the email account. The "authorized account holder" is the natural person assigned to the applicable email account. Proof of submission of an entry does not constitute proof of delivery.

5. Random Drawing: One thousand and seven (1,007) Potential winners ("Potential winners") will be randomly drawn from all eligible entries received on or about January 4 , 2022 . The random drawing will be conducted by the Administrator at their offices in New York, NY, USA, an independent judging organization whose decisions are final and binding, and there is no legal recourse. The odds of winning a prize depend upon the number of eligible entries received.

6. Potential Winner Notification: Potential winners will be contacted via email at Entrant's Email Address by a representative of Coinbase, the Sponsor, with instructions on how to claim their prize and will be required to respond to such email within 48 hours of the date and time email was sent by Sponsor. Potential winners will be required to complete and return an Affidavit of Eligibility, Release of Liability or any other document needed to validate eligibility (the "Documents") within five (5) days (including Saturdays, Sundays, and Holidays) of first attempted delivery of the same. In the event a Potential winner cannot be contacted, fails to respond to the email within the allotted time, refuses the prize, fails, or refuses to timely return completed Documents, or if a prize/prize notification is returned as undeliverable, Potential winner will be disqualified without further notice and an alternate winner may be selected.

NOTE: To claim a prize in this Sweepstakes, all Potential winners will be required to create a Coinbase account (free to create an account) which is verified by Sponsor. Winners must have an active Coinbase account at the time of awarding the prize. Potential winners that entered the Sweepstakes by mail that do not create a new Coinbase account and do not agree to the Coinbase User Agreement and Privacy Policy within the time specified in their notification email, are ineligible to receive a prize. Creating an account will require the collection of personal information for identity verification purposes (which may include uploading a valid and current photo ID and completing a set of identity-verification questions, depending on your location). Potential winners that do not create a Coinbase account and/or if their Coinbase account is not

verified by Sponsor will be disqualified. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL THAT ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH ALL REQUIREMENTS TO CLAIM A PRIZE HAVE BEEN VERIFIED AND FULFILLED, AND THE ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

#### 7. Prizes and Prize Restrictions:

Tier 1: one (1) winner will receive Two Hundred Fifty Thousand Dollars (\$250,000) in Bitcoin.

Tier 2: six (6) winners will each receive Twenty-Five Thousand Dollars (\$25,000) in Bitcoin.

Tier 3: one thousand (1,000) winners will each receive One Hundred Dollars (\$100) in Bitcoin.

There are a total of 1,007 prizes offered in the Sweepstakes, with an estimated total retail value of approximately \$500,000 USD.

All prize values stated herein are in USD. Winners of Tier 1 and Tier 2 prizes may elect to receive prize in US Dollars instead of Bitcoin. All prizes will be fulfilled via an upload of Bitcoin (or US Dollars, if applicable) to winner's Coinbase account. Restrictions may apply. Fees apply when you buy and sell digital currency on the Coinbase site. Tier 3 Prize will include \$5 extra in Bitcoin to offset fees that may be incurred if the winners want to exchange the Bitcoin. Cryptocurrency conversions from Bitcoin to fiat currency are treated as cryptocurrency "sales", and all the forgoing transactions are charged a spread and a Coinbase Fee as described in the Coinbase pricing and fee disclosures at <https://help.coinbase.com/en/coinbase/trading-and-funding/pricing-and-fees/fees.html>. Value of Bitcoin prizes determined by Sponsor's set rate on a date and time selected by Sponsor at its discretion prior to upload of prize to winner's Coinbase account. All winners who wish to sell the Prize may do so [7] [8] by following the prompts to sell crypto within the Coinbase platform

DISCLOSURE: THE VALUE OF BITCOIN IS SUBJECT TO CHANGE, IT CAN GO UP OR DOWN AND THERE CAN BE A SUBSTANTIAL RISK THAT IT COULD LOSE VALUE (POSSIBLY ALL VALUE) AS A RESULT OF BUYING, SELLING, OR HOLDING BITCOIN, OR AS A RESULT OF MARKET DEVELOPMENTS, LEGAL AND REGULATORY DEVELOPMENTS, OR OTHER FACTORS AFFECTING THE CRYPTOCURRENCY INDUSTRY.

Prizes will be fulfilled within approximately 6-8 weeks of winner verification. Sponsor assumes no responsibility for undeliverable emails resulting from any errors or for insufficient space in the user's account to receive an email. Sponsor reserves the right to modify the notification procedures and applicable deadlines for responding in connection with the selection of any alternate winner. If a prize is legitimately claimed, it will be awarded. Upon prize forfeiture or

inability to use a prize or portion thereof, no compensation will be given, and Sponsor will have no further obligation to that Entrant.

If the potential winner is a Canadian Resident, he/she will be required to correctly answer a skill-based test question within a limited time period in order to receive his/her prize or will be disqualified and an alternate winner may be chosen. Notification will be sent via email and the question will be administered via web form.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right where lawful to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Prizes consist of only the items specifically listed as part of the prize. In no event will more than the stated number of prizes be awarded. Winners are solely responsible for any/all applicable federal, state, and local taxes and any other expenses related to the acceptance and use of a prize not specified herein. Prize details not specifically stated in these Official Rules will be determined in Sponsor's sole discretion. Sponsor is not responsible for, and will not replace, any lost, damaged, or stolen prize or prize component or any prize that is undeliverable. Winners acknowledge that Sponsor is subject to U.S. economic restrictions and trade sanctions; as such, Sponsor reserves the right to deny distribution of any prize when required by applicable law. Entrants waive the right to assert as a cost of winning a prize, any costs associated with claiming or seeking to claim a prize, or using a prize.

8. Taxes: Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s). Each winner will be subject to an onboarding verification process and is required to provide any requested tax reporting information before any prize is awarded including name, date of birth, address, phone numbers and social security number or taxpayer identification number. The value of any prize awarded to a winner will be reported for tax purposes as required by law. Any person receiving at least six hundred dollars from the Sponsor will receive an IRS Form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS. Each winner is required to notify the Sponsor if any information provided hereunder changes, including the winner's address.

9. Release: Entrants/winners agree to release, discharge and hold harmless Released Parties from and against any claim or cause of action or liability (including but not limited to, personal injury, death or damage to or loss of property as well as claims based on publicity rights, defamation and/or invasion of privacy) arising out of or in connection with participation in the Sweepstakes or acceptance/receipt/use or misuse of any prize, and agree to be bound by the Official Rules and the decisions of the Sponsor, the Administrator and/or Sponsor's representatives, which are final. Acceptance of a prize constitutes permission for the Sponsor and its agencies to use winner's name, likeness, photograph and/or hometown and state for advertising and trade without further compensation, in any media, worldwide, unless prohibited by law.

10. General: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor will not be responsible for lost, late, damaged, misdirected or mutilated mail, misdirected email, or for any technical problems, faulty, lost, garbled, incomplete, incorrect or mistranscribed data transmissions, incorrect announcements of any kind, malfunctions, technical hardware or software failures of any kind including any injury or damage to any person's computer/mobile device related to or resulting from participating in or experiencing any materials in connection with this Sweepstakes. Sponsor is not responsible for malfunctions or breakdown of any network systems, unavailable service connections, lost, incomplete, faulty network connectivity of any kind, failures of any service providers, or any combination thereof, which may limit a person's ability to participate in this Promotion. Sponsor reserves the right to suspend, cancel or modify the Promotion if it cannot be executed as planned for any reason including, but not limited to, if fraud, human error, technical failures, or any other factor impairs the integrity or proper functioning of the Promotion; or if a virus, bug or other technical problem corrupts the administration, security, or proper play of the Promotion as determined by Sponsor in its sole discretion. If the Promotion is so cancelled or modified, Sponsor may award prizes from among all eligible Entrants prior to such action and Sponsor shall have no further obligation to any Entrant in connection with this Promotion. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the Entrant fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control. Sponsor will not be responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prizes.

11. Disputes, Class Action Waiver and Agreement to Arbitrate: As a condition of participating in the Promotion, and except as modified herein, Entrant agrees that the following disputes, claims, and causes of action arising among Entrant, Sponsor, Administrator and/or any other Released Parties shall be resolved individually, without resort to any form of class action, by following the Dispute Resolution Process (including binding arbitration) specified in Section 8 of the Coinbase Terms, which are incorporated herein by reference and available at [https://www.coinbase.com/legal/user\\_agreement](https://www.coinbase.com/legal/user_agreement):

1. Any and all disputes, claims, and causes of action arising out of or related to this Promotion, including any dispute, claim, or cause of action relating to any prizes awarded in this Promotion; and,

2. any and all disputes, claims, and causes of action arising out of or related to the interpretation or application of this arbitration provision, including the enforceability, revocability, scope, or validity of this arbitration provision.

Notwithstanding this arbitration agreement, you or the Released Parties retain the right to (1) elect to have any claims heard in small claims court on an individual basis for disputes and actions within the scope of said court's jurisdiction; and (2) seek equitable relief in court for infringement or other misuse of intellectual property rights (including but not limited to trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

To increase the efficiency of administration and resolution of arbitrations, you and the Released Parties agree that in the event that there are one hundred (100) or more individual arbitrations of a substantially similar nature filed against The Released Parties by or with the assistance of the same law firm, group of law firms or organizations within a thirty (30) day period (or otherwise in close proximity), the American Arbitration Association ("AAA") (1) will administer the arbitration demands in batches of 100 arbitration demands per batch (plus, to the extent there are less than 100 arbitration demands left over after the batching described above, a final batch consisting of the remaining arbitration demands); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award. You and the Released Parties agree that arbitration demands are of a "substantially similar nature" if they arise out of the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. You and the Released Parties agree to cooperate in good faith with AAA to implement the batch arbitration approach.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Notwithstanding anything to the contrary in this Promotion, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this paragraph or the Class Action Waiver are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and the Released Parties agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the federal courts located in the State of California. All other disputes shall be arbitrated. This paragraph does not prevent the parties from participating in a class-wide settlement of claims.

Entrant agrees that the laws of the State of California, without regard to principles of conflict of laws, will govern the Promotion and any dispute, claim, or cause of action arising out of or

related to Promotion, except to the extent governed by United States federal law. This Promotion evidences a transaction involving interstate commerce and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. §1 et seq. ("FAA") will govern the interpretation and enforcement of the Dispute Resolution Process and any arbitration proceedings.

12. Limitation of Liability: TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY AMOUNT GREATER THAN (A) THE HIGHEST VALUE OF ANY PRIZE OFFERED IN THIS PROMOTION, OR (B) ANY LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE PROMOTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SPONSOR OR ADMINISTRATOR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT A FINAL JUDICIAL DETERMINATION IS MADE THAT SUCH DAMAGES WERE THE RESULT OF SPONSOR OR ADMINISTRATOR'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT, OR INTENTIONAL VIOLATION OF LAW.13. Entrant's Personal Information: Information collected from entrants is subject to Coinbase's [Privacy Policy](#), which can be found at <https://www.coinbase.com/legal/privacy>. Sponsor assures that your information will be kept confidential in accordance with applicable data protection laws and regulations. Data will be stored in the United States and may be shared with a third-party fulfillment company only to administer this Sweepstakes, verify winners, and fulfill prizes unless you have given your prior express consent to receive additional information from Sponsor or a third party.

14. Winner List: For a list of winners, send a stamped, self-addressed envelope to COINBASE DECEMBER NEW USER SWEEPSTAKES, Winners' List, c/o Ventura Associates International LLC, 494 Eighth Avenue, Suite #1700 (Attn: KM), New York, NY 10001. Requests must be received by December 30, 2021. The winners list will be available after all winners have been verified, please allow 8-10 weeks to complete the verification process.

SPONSOR: Coinbase, Inc., 100 Pine Street, Suite #1250, San Francisco, CA 94111, USA.

ADMINISTRATOR: Ventura Associates International LLC, 494 8th Avenue, Suite 1700, New York, NY 10001.