

**Step Mobile Inc.
Step Daily Trivia Challenge Contest
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF PARTICIPATION IN THIS CONTEST. U.S. LAW GOVERNS. VOID WHERE PROHIBITED.

BY ENTERING THE CONTEST YOU AGREE TO THESE OFFICIAL RULES (the “Official Rules”), WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING.

1. **Sponsor:** The Step Daily Trivia Challenge Contest (“Contest”), is administered by Step Mobile, Inc., located at 120 Hawthorne Ave, Palo Alto, CA 94301 (the “Sponsor”).
2. **Eligibility for the Contest:** This Contest is open only to individuals who meet all the following qualifications: (i) is a legal resident of the United States or the District of Columbia; (ii) is at least thirteen (13) years of age at the time of participation; and (iii) have downloaded and registered on the Step App. In the event you win a Contest, you must have the Step App downloaded on your device to receive the prize; however, an active Step banking or credit card account is not required for participation or eligibility to receive the prize. Employees of Sponsor, its parent company, subsidiaries, affiliates, advertising and promotion agencies, and members of their immediate family (e.g., spouses, parents, domestic partners, children, siblings) and/or household members are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited. Participant's computer must accept cookies or any similar device used by the Sponsor to track entries. See Sponsor's Privacy Policy at <https://www.step.com/policies/privacy> for more information about Cookies and privacy.
3. **Contest Event Period:** The Contest begins on December 18, 2023 9:00 a.m. PT and ends on January 21st at 11:59 p.m. PT (the “Contest Event Period”).

Each individual game during the Contest Event Period (each, a “Game”) consists of a predetermined number of trivia questions intended for Participants to answer on a given day. Participants must join the Game through the Step App on no more than one (1) supported device. All Games in a calendar week will end at the end of the week (each, a “Game Week”) when all the trivia questions for each Game of the Game Week have been

answered by the then-eligible Participants. Sponsor may, but is not obligated to, announce each Game via push notification in the Step App. It is each potential Participant's sole responsibility to join each Game to participate. Sponsor reserves the right to disqualify false entries or entries suspected of being false.

4. **MANDATORY THIRD PARTY PLATFORM DISCLOSURE.** The Contest in its entirety is not endorsed, sponsored, or affiliated with any platforms, whether social media, game, or gaming platform ("Third Party Platforms"). The Third Party Platforms required to participate in the Contest have their own terms and use and their own privacy policies, which you must agree to in order to participate in the Contest. When you create an account, you are providing your information to these Third Party Platforms and agreeing to their terms and conditions, for which Sponsor has no control. When you participate in the Contest, the information you provide specific to the Contest will be used by Sponsor in accordance with these Official Rules.
5. **How to Enter:**

No purchase or payment is necessary to participate in the Contest. Enter and participate in each Game by completing the following:

 - a. Download or open the Step App via the Apple Store or Google Play Store on your mobile device (or by any other method made available by Sponsor). If you have not already registered in the Step App, you will be required to accept Step's terms of service and privacy policy.
 - b. Opt-in to the daily trivia feature in the Step App and consent to joining the daily trivia leaderboard.
 - c. Prior to each Game, you may be notified as to when the next Game begins; provided that you grant permission to receive notifications on your device. Launch the daily trivia feature in the Step App and you will be entered into the Game. If you exit the Game for any reason, you must re-enter the Game to continue to participate.
 - d. Once the Game begins, you will have a Sponsor-determined period of time to answer each daily trivia question.

6. **Winner Selection:**

The Contest, Winner selection, and all prizes are conducted by Sponsor, and all Sponsor's decisions are final. One or more winner(s) of each Game Week (each, a "Winner") are the Participants to get the highest scores based on the following criteria: (a) 500 points for participating in each Game; (b) 1000 points for each correct answer; (c) 10 points for each consecutive day (i.e. 1+ day(s)) participating in a Game (up to 250 points);

and (d) 300 points for speed to answer each question (i.e. time from question to correct answer, in milliseconds"/100); however, any correct answer received after 30 seconds does not receive the speed points.

Each Winner will be determined by Sponsor at about 11:59 p.m. PT on the day each Game Week concludes. In the event of a tie between two or more Participants, the tying Winners will split the Prize equally. By way of example, if three (3) Participants tie for first place, each Participant will be granted one-third of the sum of the first, second, and third prizes. For each Game Week, the first fifty (50) Participants will receive prizes unless there is a tie in which case the number of Participants receiving a prize may be less than 50. The Winner(s) will be awarded Step Points deposited into their Step App within 2 business days following the end of each Game Week based on the below award buckets:

- First is awarded 1000 Points
- Second is awarded 500 Points
- Third is awarded 300 Points
- Top 4-50 are awarded 100 Points

Winners will be notified by a direct message via the Step App or via email. In the event of a dispute about the identity of a Participant, s/he/they may be asked to provide additional information to Sponsor. Once Selected Participants have provided all necessary information Sponsor will credit their Step App with the Game Week prize amount. Points awarded are subject to Step's Points terms and conditions, including spending Points and expiration, found at <https://step.com/policies/rewards-points-terms>.

Total Value of Prizes: Top 3 Winners awarded \$18 and top 4-50 Winners awarded \$46 in total value. Total value awarded per Game Week is \$64 with a total value for the Contest Event Period of \$128. Value based on Points conversion to U.S. dollar as of November 27, 2023. To redeem for cash for (i) under-18, you must be sponsored by an adult; and (ii) 18+, you must have completed account and identity verification.

7. **Publicity:** By participating in the Contest, any Participant in the Promotion, irrevocably grants the Sponsor and its respective successors, assigns and licensees, the right to use such Participant's name, any submitted photographs, videos and reels, and/or Participant's biographical information in any and all media for any purpose, including without limitation, commercial, advertising and promotional purposes as well as in, on or in connection with the Website or the Contest or other promotions, and hereby release the Sponsor from any liability with respect thereto, unless prohibited by law.
8. **General Conditions:** By participating, and except where prohibited, Participants agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in the Contest or these Official Rules. Any portion of the Contest may be

canceled, suspended and/or modified, in whole or in part, if in our opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Contest. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. You may not enter with multiple identities or use any automated system, bot or other device or artifice to enter or obtain more than the maximum number of qualified entries. Unclaimed prizes will not be awarded. All federal, state or other tax liabilities (including income taxes) arising from this Contest will be the sole responsibility of the Selected Participant. Caution: any attempt to deliberately damage or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and will result in disqualification from participation in the Contest. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution, except where prohibited.

9. **Limitations of Liability:** If for any reason an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, the Participant's sole remedy is another entry in the same Contest during the Contest Event Period or the following Contest Event Period. Except where prohibited, Participants also agree to release, discharge, indemnify and hold harmless Sponsor and each of their respective officers, directors, employees, representatives and agents (collectively "Releasees") from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from: (i) use, redemption, acceptance, possession, ownership, or misuse of any prize, (ii) participation in any activity, event, or excursion offered in connection with the prize, (iii) use of any facility, service and/or accommodation related to the prize, or (iv) participation in any Contest-related activity or participation in this Promotion, generally. The Releasees shall not be liable for: (i) late, lost, delayed, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Contest; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Contest. Without limiting the generality of the foregoing, Releasees are not

responsible for delays or cancellations related to a pandemic, including COVID-19, computer malfunctions, network connections, email delivery problems, systems failure or incompatibility, typographical, technical or key-stroke errors, or interruptions in your internet service, and for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen notifications. In the event Sponsor is prevented from continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to pandemic, fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winners from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these 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.

10. Disputes and Governing Law:

BY PARTICIPATING IN THE CONTEST, EACH PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION THAT CANNOT BE RESOLVED BETWEEN SELECTED PARTICIPANT AND ANY RELEASEE ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED, (IF ANY), NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

Disputes regarding these Official Rules and/or this Contest will be governed by the internal laws of California. Decisions of Sponsor are binding and final. No claimant in any dispute involving Sponsor shall be entitled to claim or obtain indirect, punitive, incidental or consequential

damages. Sponsor's failure to enforce any provision in these Official Rules shall not constitute a waiver of that provision.

11. **Contest Results:** For Contest results and/or a copy of these Official Rules, within 120 days, send an email to contest@step.com with the title "Step Inc. #StepContests" in the subject line.

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