

## **Modo Promo Rules**

Last Updated: December 29, 2023

ARB Gaming, LLC d/b/a Modo.us (hereinafter, “Modo,” “us” “our” or “ours”) operates [www.modou.us](http://www.modou.us), a social gaming platform where you may purchase Gold Coins to play the Games in Standard Play for social, entertainment, and recreational purposes only. From time to time, we may offer free Sweepstakes Coins to Players who engage in certain qualifying activities which may be used as entries to play the Games in Promotional Play for a chance to win Prizes (“Promotion(s)”), according to these Promo Rules. To play Games in Promotional Play with Sweepstakes Coins, you must agree to these Promo Rules and our [Terms and Conditions](#). These Promo Rules are intended to be read in conjunction with the Terms, and the Terms are incorporated herein by reference. The capitalized terms used in these Promo Rules have the same meaning as assigned to those terms in the Terms. The Promotions are subject to all applicable national, federal, state, and local laws and regulations. Redeeming a Prize is contingent upon fulfilling the requirements set forth in these Promo Rules.

NO PURCHASE OR PAYMENT IS NECESSARY TO PARTICIPATE IN THIS PROMOTION. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING. MODO DOES NOT OFFER ANY REAL MONEY GAMING. YOU UNDERSTAND AND AGREE THAT GOLD COINS CANNOT BE REDEEMED FOR CASH, GIFT CARDS, REWARDS, OR OTHER PRIZES OF VALUE. ONLY SWEEPSTAKES COINS THAT HAVE BEEN WON PLAYING THE GAME IN PROMOTIONAL PLAY MODE MAY BE EXCHANGED FOR CASH OR OTHER THINGS OF REAL-WORLD VALUE, AS WE MAY PERMIT FROM TIME TO TIME.

### **1. Eligibility**

The Promotions are open to Players (i) in the United States who do not reside in an Excluded Territory, as defined in the Terms and Conditions (ii) who are not Minors, and (iii) who own a Customer Account (an “Eligible Participant”). You cannot participate in the Promotions from outside the United States, in an Excluded Territory, nor in any jurisdiction where the Platform is illegal. You cannot participate in the Promotions if you are on the U.S. Treasury Department’s list of Specially Designated Nationals, or if you are an immediate family member of an employee, distributor, associate, concessionary, or other agent of Modo.

Eligible Participants may engage in Standard Play or Promotional Play. Any Eligible Participant who engages in Promotional Play (hereinafter a “Promotional Player”) agrees fully and unconditionally to these Promo Rules by doing so. These Promo Rules are final and binding in all matters relating to Promotional Play. Winning Prizes is contingent upon the Promotional Player fulfilling all requirements set out in these Promo Rules.

### **2. Promotional Period**

Modo is the sponsor and promoter of the Promotions. The Promotions run on the Platform concurrently with the business of selling Gold Coins for the sole purpose of socializing, entertainment, and recreation. Our servers are the official time-keeping device of the Promotions.

In any particular year, the Promotions will run until: (a) December 31st of that year, or (b) Modo provides thirty (30) days' notice of termination, whichever occurs first. Modo reserves the right to begin a new Promotion after any current Promotion ends or is terminated by Modo.

Modo further reserves the right to cancel, pause, modify, or suspend any part of or all the Promotions with immediate effect owing to events or circumstances outside of its reasonable control. Any event or circumstance impairing the proper functioning or integrity of the Promotions will be determined by Modo, and any corrective action (to the extent necessary) will be taken by Modo in its sole discretion.

### 3. Sweepstakes Coins

You may receive free Sweepstakes Coins in the following ways:

(a) receiving a specific number of free Sweepstakes Coins for logging on each day ("Daily Logon Reward"). The specific number of free Sweepstakes Coins may vary by day and is prominently displayed on the Platform. Promotional Players can receive free Sweepstakes Coins on a daily basis by taking the following steps: (i) sign into your Customer Account, if you are eligible, a pop up screen will appear for you to claim your Daily Logon Reward; and (ii) click the "Claim" button at the bottom of the Daily Logon Reward pop up. Promotional Players can only claim a Daily Logon Reward once per day (the daily clock resets at the time of a Promotional Player's last claim).

(b) interacting with certain posts on our official social media accounts. The terms of any social media giveaway will be prominently displayed on our official social media accounts. The amount of Sweepstakes Coins given away will be stated on the applicable no-cost contest post, and will be credited to each contest winner's Customer Account.

(c) receiving a specific number of free Sweepstakes Coins by mailing a request to ARB GAMING LLC PO Box 9509, Manchester, NH 03108, on a standard, stamped, unfolded, blank, lineless, legibly handwritten 4"x6" postcard with the email address associated with your Customer Account, the full name shown on your government issued ID, your return residential address associated with your Customer Account, a unique 12 character alphanumeric Envelope Request Code generated by Modo for the purpose of identifying your Request Card efficiently, and the following statement: *"I wish to receive free Sweepstakes Coins in order to participate in the promotion offered by Modo. By submitting this request, I hereby declare that I have read, understood and agree to be bound by Modo's Terms and Conditions and Promo Rules."* ("Request Card").

(d) from time to time, by referring up to ten (10) new users according to our Referral Program, as set forth in our [Terms and Conditions](#) and according to the terms on our [Referral Program](#) page.

(e) by purchasing certain packages of Gold Coins. Gold Coins can be used only for Standard Play. Gold Coins cannot be redeemed for prizes. The number of Sweepstakes Coins a Promotional Player will receive as a bonus for each relevant Gold Coin purchase will be stated in the website purchase window. All purchases of Gold Coins are final and no refunds will be given. Please note that Sweepstakes Coins cannot be purchased. Any Sweepstakes Coins received with the purchase

of Gold Coins are incidental to and in connection with the promotion of Gold Coins. Modo reserves the right to limit or change the available payment methods to purchase Gold Coins.

Modo may change the balance of Sweepstakes Coins on your account at any time and for any reason, in its sole discretion, including removing Sweepstakes Coins associated with Inactive Accounts. Sweepstakes Coins are only valid for sixty (60) days from the date a Promotional Player last logged on to their Customer Account and will then automatically expire. Sweepstakes Coins may also be forfeited if a Promotional Player's Customer Account is closed for any reason, or at Modo's discretion.

For each Request Card submitted in accordance with the above requirements, the Promotional Player will receive three (3) Sweepstakes Coins. The Sweepstakes Coins will be added to the Promotional Player's Customer Account. There is a limit of one Request Card per outer envelope. Each unique Envelope Request Code generated by a Promotional Player may be used for one (1) individual Request Card. The Envelope Request Code on the Request Card must match the Envelope Request Code generated by the Promotional Player who is submitting the Request Card. If the Envelope Request Code does not match the Promotional Player's Customer Account, the Sweepstakes Coins will not be credited to the Promotional Player's Customer Account. An Envelope Request Code can be obtained by navigating to the link in the footer of the lobby called 'Envelope Request Code' and following the prompts. The Promotional Player must ensure that their handwriting is legible on the Request Card. If the Promotional Player's handwriting is not legible, the entry will be void and the Sweepstakes Coins will not be credited to the Promotional Player's Customer Account. The legibility of a Promotional Player's handwriting will be determined by Modo in its sole discretion. **THE REQUEST MUST ONLY BE MADE BY THE PROMOTIONAL PLAYER AND MUST BE POSTED FROM THE SAME U.S. STATE AS THE PROMOTIONAL PLAYER'S VERIFIED RESIDENTIAL ADDRESS** (as set forth in their Customer Account). Requests made by any other individual or any entity (including but not limited to commercial sweepstakes subscription notification and/or entering services) or posted from a U.S. State different from the Promotional Player's verified residential address will be declared invalid and Sweepstakes Coins will not be credited to the Promotional Player's Customer Account. Tampering with the entry process or the operation of the Promotions, including but not limited to the use of any device to automate the Sweepstakes Coins request/entry process or to unfairly assist the Promotional Player with meeting the handwriting requirement, is prohibited and any requests/entries deemed by Modo, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted a Request Card or whether a Request Card satisfies the requirements set out above cannot be resolved to Modo's satisfaction, the affected request/entry will be deemed ineligible.

#### **4. Games**

You may use Sweepstakes Coins to play Games in Promotional Play for a chance to win Prizes. The Platform prominently displays: (1) the amount of Sweepstakes Coins required to play each

Game, (2) the Prizes you are able to obtain by playing each Game. Modo reserves the right to correct or void any error in the Games.

## **5. Odds**

The odds of winning Prizes depends on the Games played and the number of Sweepstakes Coins played, as set by Modo in its sole and exclusive discretion. Modo reserves the right to adjust the odds of winning the Promotions at any time. The odds of each game can be found within the game rules of each game.

## **6. Prizes**

Only Games played with Sweepstakes Coins in Promotional Play provide the opportunity to win Prizes which may be redeemed for cash or other things of real-world value. Modo reserves the right to change the amount of potential Prizes at any time. It is the Promotional Player's responsibility to check the potential Prizes on each occasion before they participate in the Promotion.

BEFORE YOU WILL BE ENTITLED TO ANY PRIZE, WINNERS ARE SUBJECT TO VERIFICATION BY MODO (IN ANY MANNER IT MAY CHOOSE) AND THE DECISIONS OF MODO ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTIONS. A PROMOTIONAL PLAYER IS NOT A WINNER OF ANY PRIZE, EVEN IF THE ONLINE SCREEN INDICATES THEY ARE, UNLESS AND UNTIL THE PROMOTIONAL PLAYER'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAS BEEN VERIFIED AND THE PROMOTIONAL PLAYER HAS FULLY COMPLIED WITH THESE PROMO RULES AND BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. MODO WILL NOT ACCEPT SCREEN SHOTS OR OTHER PURPORTED EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

A potential Prize winner may be required to sign and return to Modo, an affidavit/declaration of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize (if applicable). If a potential winner cannot be contacted, fails to properly execute and return the affidavit/declaration of eligibility and liability/publicity release within the required time period (if applicable), fails to comply with these Promo Rules, or if the Prize or Prize notification is returned as undeliverable, that potential winner forfeits the Prize. In the event that a potential winner of a Prize is disqualified for any reason, Modo may, in its sole discretion, reseed the Prize back into the Promotion.

To redeem Prizes, you must be an Eligible Participant, and your details must match those on your Customer Account. You cannot redeem Sweepstakes Coins for cash or other things of real-world value until your Sweepstakes Coins have been played through at least one (1) time, and you have met the minimum number of sufficiently played-through Sweepstakes Coins for your preferred withdrawal method. To withdraw Sweepstakes Coins as a gift card, you must have at least twenty (20) sufficiently played-through Sweepstakes Coins. To redeem Sweepstakes Coins as cash, you must have at least one hundred (100) sufficiently played-through Sweepstakes Coins. We may

offer other withdrawal methods from time to time in our sole discretion, but we do not guarantee that additional withdrawal methods will be offered. The amount of sufficiently played-through Sweepstakes Coins needed to redeem a prize via other withdrawal methods may vary and will be prominently displayed on the prize redemption page or in the prize description. If you are a resident of New York and Florida, the maximum redemption value for a Prize won on any single spin or play is five thousand dollars (\$5,000). If you are a resident of New York and Florida, any Prize with a value in excess of five thousand dollars (\$5,000) will be reduced to a maximum value of five thousand dollars (\$5,000). Prizes may be redeemed for cash or other thing of real-world value at a rate of one (1) Sweepstakes Coins to one (1) United States Dollar to the Customer Account which was used to buy Gold Coins or to a bank account or digital wallet selected by you, if this is not technically possible, provided that you own such bank account or digital wallet. Prizes in excess of ten thousand dollars (\$10,000.00) may, at our election, be made by us to you in weekly installments. Our decision on how to manage the operation of the Games and how to award Prizes is final and binding. Any Prizes won due to a technical error are null and void. Violation of our [Terms and Conditions](#) makes any Prize null and void.

Prize winners will be notified by private message or email. Modo is not responsible for any taxes or fees associated with a Prize redemption. Promotional Players are responsible for all applicable taxes and fees associated with Prize receipt and/or redemption. Modo is not responsible for any foreign exchange transaction fees, charges, or related costs that may be incurred as a result of, or in relation to, a Prize redemption, including to any losses or additional costs arising from foreign exchange fluctuations. Sweepstakes Coins are not transferable and no substitution will be made except as provided herein at Modo's sole discretion. Modo reserves the right to substitute the listed Prize of equal or greater value for any reason owing to circumstances outside Modo's reasonable control.

## **7. Verification**

Before you redeem any Prizes, Modo may require you to provide certain verification documentation and information and sign certain forms within seven (7) days. If you fail to provide the requested documentation or information or sign the required forms in a timely manner, or if we determine that you have violated our [Terms and Conditions](#), you will forfeit the Prize, and we may suspend or terminate your Customer Account. You agree that Modo is not responsible for any delays caused in the payment of Prizes, whatsoever.

## **8. Release and Indemnification**

You agree to hold Modo and our employees, clients, subsidiaries, affiliated companies, agents, media partners, officers, directors, content providers, and related parties not accountable for, and you will indemnify the same from, any and all costs, expenses, liabilities and damages that may arise as a result of your use of the Platform.

By entering the Promotions, and by using the Platform and playing the Games, you agree to release and hold harmless Modo and its parent, subsidiary, and affiliated companies, the Prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotions, and all of their respective past and present officers, directors,

employees, agents, and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to (i) your creation of an entry or submission of an entry in the Promotions, (ii), acceptance, use or misuse of any Prizes (including any travel or activity related thereto), (iii) your use of the Platform, (iv) your participation in the Promotions, (v) the broadcast, exploitation or use of your entry in the Promotions by Modo, and (vi) your other uses of any services offered by Modo.

By entering the Promotions, you agree to indemnify, defend, and hold harmless Modo from and against any and all claims, expenses, and liabilities (including reasonable attorneys/legal fees) arising out of or relating to your participation in the Promotions.

## **9. Publicity**

Except where prohibited by law, your participation in the Promotions constitutes your consent to Modo’s, and Modo’s agents’ use of your name, image, likeness, opinions, comments, photograph, voice, and/or geographic data (i.e., hometown, U.S. State of residency) for promotional purposes in any media, worldwide, without further payment, notice or consideration to you.

## **10. Damages and Disqualification**

Modo may actively seek damages from any person acting in bad faith to undermine the legitimate function of the Promotions to the fullest extent permitted by law. You may be disqualified from the Promotions if you violate our [Terms and Conditions](#).

Modo reserves the right to cancel, suspend, and/or modify the Promotions or these Promo Rules, or any part thereof, with immediate effect owing to circumstances outside its reasonable control, including any fraud or technical failures, as determined by Modo in its sole discretion.

Modo reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotions or to be acting in violation of these Promo Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotions may be a violation of criminal and civil law and, should such an attempt be made, Modo reserves the right to seek damages from any such person to the fullest extent permitted by law. Modo’s failure to enforce any term of these Promo Rules shall not constitute a waiver of that provision. In all other cases, Modo reserves the right to cancel, suspend, and/or modify the Promotions. Any notice regarding cancellation, suspension, and/or modification will be posted on the Platform.

Whenever we amend these Promo Rules in a way that would limit your current rights or which may be to your detriment, we will notify you upon your next visit to the Platform and you will be required to re-confirm your acceptance prior to participating in any Promotional Play. If you do not agree to the amended Promo Rules, you may not participate in any Promotional Play.

## **11. Limitation of Liability**

To the extent permitted by law, the Released Parties (as defined above in Section 8) are not responsible for:

- (a) any incorrect or inaccurate information, whether caused by a Promotional Player, coding error, or by any of the equipment or programming associated with or utilized in the Promotions;
  - (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software;
  - (c) unauthorized human intervention in any part of the entry process or the Promotions;
  - (d) payment of any Prizes to a person who is not an Eligible Participant or who has not provided accurate and complete documentation required by Modo as a condition of payment;
  - (e) technical or human error which may occur in the administration or operation of the Promotions;
- or
- (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Promotions or receipt or use or misuse of any Prize.

If for any reason a Promotional Player's Sweepstakes Coins or winning play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Promotional Player's sole remedy is replacement by Modo of an equivalent amount of Sweepstakes Coins.

## **12. Miscellaneous**

Under no circumstances will any Promotional Player be permitted to obtain awards for, and Promotional Player hereby waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than Promotional Player's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotions), and Promotional Player further waives all rights to have damages multiplied or increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Promo Rules, or the rights and obligations of the Promotional Player and Modo in connection with the Promotions, are governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

Any Promotional Player posting or seen to be posting comments on Modo's social media pages or elsewhere during any Promotion that are considered bullying, spiteful, or upsetting to other Promotional Players or any other user of the Platform, or directly aimed at Modo, will have their comments removed and will be disqualified from the Promotions. Modo reserves the right to alert the operators of any social media sites to any such behavior.

THE PROMOTION IS VOID WHERE PROHIBITED.  
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