

Sweepstakes Official Rules

“Piece of Phil Giveaway”

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. YOU HAVE NOT YET WON. SOME RESTRICTIONS APPLY.

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ODDS OF WINNING DEPEND UPON THE TOTAL NUMBER OF ELIGIBLE ENTRIES. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO ALL INDIVIDUALS WHO ARE ELIGIBLE TO PARTICIPATE IN A SWEEPSTAKES IN THEIR RELEVANT JURISDICTION AND WHO ARE AT LEAST 21 YEARS OF AGE; IN THE UNITED STATES, IT IS OFFERED ONLY TO LEGAL UNITED STATES RESIDENTS IN THE 48 UNITED STATES AND THE DISTRICT OF COLUMBIA (BUT EXCLUDING NEW YORK AND FLORIDA RESIDENTS WHO MAY NOT PARTICIPATE) WHO ARE AT LEAST 21 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. ALL ADDITIONAL CONDITIONS APPLY. PLEASE READ THESE RULES IN THEIR ENTIRETY.

By participating in the “Piece of Phil Giveaway” (“Sweepstakes”), you agree to be bound by these Sweepstakes Official Rules. Please read these Sweepstakes Official Rules before entering the Sweepstakes. Failure to comply with these Sweepstakes Official Rules may (in the sole discretion of Virtue Poker) result in disqualification from the Sweepstakes. You must meet the eligibility requirements and follow the rules regarding participation as set forth herein. Virtue Technologies Ltd. along with all affiliates (collectively “Virtue Poker”), reserves the right to cancel, modify or suspend the Sweepstakes at any time in its sole discretion.

1. **SPONSOR:** Virtue Technologies Ltd., Suite 23, Portland House, Glacis Road, Gibraltar GX11 1AA (“Sponsor”).
2. **ELIGIBILITY:** The Sweepstakes is offered only to legal United States residents in the 48 United States and the District of Columbia but excluding New York and Florida who are at least 21 years of age or older at the time of entry (“Eligible Entrants”). Employees of Virtue Poker Team Pro Phil Ivey, Virtue Poker, and the WSOP or any of their advertising agencies, officers, directors, and agents and employees and their immediate family or household members are not eligible to participate in the Sweepstakes. **All foreign, federal, state, and local laws and regulations apply.** Individuals will be required to provide a valid identification and may be required to provide a valid taxpayer identification number or social security number to claim a Grand Prize. **All foreign, federal, state, and local taxes are the responsibility of the winner.**

3. **SWEEPSTAKES PERIOD:** Ten (10) Grand Prize winners will be chosen in the Sweepstakes, which will begin at 12:00 p.m. (Eastern Standard Time) on **June 12th** and end at 2 p.m. (Eastern Standard Time) on **July 23rd, 2018** (“Sweepstakes Period”). Sponsor’s computer is the official clock for the Sweepstakes. **An Eligible Entrant will receive one (1) entry (“Entry”) into the Sweepstakes during the Sweepstakes Period, as described above.** Any effort by a participant or any third party to misrepresent themselves or misrepresent their eligibility, qualifications or any other information, as determined by Virtue Poker in its sole discretion, will disqualify that participant. **Virtue Poker’s determination of eligibility, in its sole discretion, shall be final.** In the event any party challenges a term or provision of these Sweepstakes Official Rules, the party hereby expressly waives any and all opportunities to recover any amount, or collect any prize, including a Grand Prize, from Virtue Poker relating to this Sweepstakes or otherwise.
4. **HOW TO ENTER THE SWEEPSTAKES:** Each eligible individual who goes to the website: virtue.poker and completes an Entry form with his or her full name, email address, and country of residence [during the Sweepstakes Period is entitled to **one (1) Entry during the Sweepstakes Period.** Multiple submissions will not result in the award of additional entries.

In summary, the minimum number of Entries is **1**, the maximum number of Entries is **1**. No purchase or payment is necessary to earn these an Entry.

Entries must be received during the Sweepstakes Period. Each entry requires your full name, email address, and country of residence. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason are void and will not be accepted. Entries that do not follow these Sweepstakes Official Rules will be not be accepted or will be disqualified.

5. **GRAND PRIZE, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:** On July 30, 2018, Sponsor, in its sole discretion, will randomly select **ten (10)** Grand Prize winners. The winners each will receive, at a minimum an equal share of a ten thousand U.S. dollar (\$10,000.00). In addition, each of the ten (10) Grand Prize winners is eligible to receive an **equal share of Virtue Poker Team’s stake in Phil Ivey’s winnings at the 2018 WSOP.** Virtue Poker Team’s stake represents thirty percent (30%) of Phil Ivey’s action in several events in this year’s World Series of Poker (events subject to change).

In addition, Virtue Poker Team’s stake includes five percent (5%) of Phil Ivey’s action in the 2018 WSOP’s “Big One for One Drop.” **In addition to the conditions set forth in these Sweepstakes Official Rules, any Grand Prize winnings based on Phil Ivey’s winnings at the WSOP require that Phil Ivey is validated as a winner in the applicable games, that Phil Ivey receive the applicable winnings, and that Phil Ivey pays Virtue Poker the stated shares of Mr. Ivey’s winnings.**

The Approximate Retail Value (“ARV”) of a Grand Prize will be calculated in U.S. Dollars at the close of the Sweepstakes Period but is a minimum of ten thousand (\$10,000.00) U.S. Dollars. Sponsor will furnish an Internal Revenue Service Form 1099 to winners for the ARV of a Grand Prize. The odds of winning a Grand Prize in the Sweepstakes will depend on the number of Entries submitted in the Sweepstakes. Actual Retail Value of a Grand Prize will be determined on or after July 17, 2018.

6. **GRAND PRIZE INFORMATION:** Sponsor will determine all details of a Grand Prize in its sole discretion. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of a Grand Prize are the sole responsibility of each winner. All decisions of Sponsor are final. Sponsor shall have the right, but not the obligation, to make any deductions and withholdings that Sponsor deem necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances. Neither Sponsor nor any of its agents, employees, affiliates, subsidiaries or contractors shall have responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of a Grand Prize, including, but not limited to any action or inaction by Phil Ivey, or any action or inaction by WSOP or any third party who interferes or reduces the amount of payment of Virtue Poker’s share of Mr. Ivey’s winners, and Sponsor, and its agents, employees, affiliates, subsidiaries or contractors are not responsible or liable for any expenses or Grand Prize reductions incurred as a consequence thereof. The date and/or time of delivery of a Grand Prize is subject to change and is subject to cancellation.
7. **GRAND PRIZE SELECTION; CRITERIA:** On or about July 31, 2018, by 2 p.m. Eastern Standard Time, Sponsor will randomly select ten (10) winners from all eligible Entries, in its sole discretion. If your Entry is chosen, you will be deemed the potential winner of one of the ten (10) Grand Prizes, pending confirmation and/or verification of your eligibility and compliance with these Sweepstakes Official Rules.
8. **AWARD OF GRAND PRIZE:** If you are selected as a potential winner of a Grand Prize, you will be notified via email. To claim a Grand Prize, you must reply to Sponsor within the time period indicated in your notification or Sponsor may select an alternative potential winner. Before awarding a Grand Prize, Sponsor may require you to furnish proof of identification and other proof of eligibility under these Official Rules and to execute and return any required documentation, including but not limited to, an Affidavit of Eligibility, a Publicity Release, and a tax acknowledgment form. You must execute and return all documents completed in their entirety within five (5) business days from the date any such documents are sent to you or you may forfeit a Grand Prize (in Sponsor’s sole discretion). If you are found to be ineligible or not in compliance with these Sweepstakes Official Rules, decline to accept a Grand Prize, Sponsor is unable to contact you, or in the event that a Grand Prize notification is returned undeliverable, you will forfeit a Grand Prize, and Sponsor may, in its sole discretion, select an alternative potential winner from the pool of all Eligible Entrants. The right to receive a Grand Prize is not transferable. No prize substitution or exchange will be allowed, except by Sponsor who reserves the right to

substitute a prize of equal or greater value in case of the unavailability of a Grand Prize or any portion of it, force majeure, or otherwise in Sponsor's sole discretion. **Any expenses not stated relating to acceptance and uses of a Grand Prize are the sole responsibility of the winner. FEDERAL, STATE, AND LOCAL TAXES, IF ANY, ARE YOUR SOLE RESPONSIBILITY.** The Grand Prizes will be awarded by check and/or bank wire where applicable.

9. **LIMITATION OF LIABILITY:** Sponsor and its officers, directors, employees, owners, affiliates, subsidiaries, agents, contractors, suppliers, and partners, (Sponsor and its officers, directors, employees, owners, affiliates, subsidiaries, agents, contractors, suppliers, and partners, hereinafter collectively, "Released Parties") are not responsible for illegible, lost, late, incomplete, misdirected, or undeliverable Entries; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/website accessibility, availability, or traffic congestion, or any technical, typographical, or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of Entry information, or the failure to capture, or loss of, any such information or of any Entries. Sponsor and the Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, or technical error. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, stop, modify or suspend the Sweepstakes. Sponsor and the Released Parties are expressly not liable for any harm, including but not limited to, any physical harm that may befall any person a result of participation in this Sweepstakes, including but not limited to the redemption of a Grand Prize and participation or inability to participate in any activities associated with a Grand Prize.

10. **ENTRIES BECOME PROPERTY OF SPONSOR:** All Entries become the property of Sponsor. By entering the Sweepstakes, Eligible Entrants grant Sponsor and its affiliates and subsidiaries the non-exclusive, royalty-free, and irrevocable rights to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit the Entries and to incorporate the Entries in other works in any and all markets and media worldwide in perpetuity. Eligible Entrants warrant that they have the sole and exclusive right to grant such rights to Sponsor, and that the Sponsor's reproduction, publishing, displaying, and/or other use of the Entries will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. Sponsor is not under any obligation to copy, publish, display, or otherwise exploit any Entry submitted in the Sweepstakes, but by entering the Sweepstakes you consent to Sponsor and its affiliates and subsidiaries displaying your Entry, including announcing you as the winner of a Grand Prize on social media and in other media. Entries constitute permission (except where prohibited by law) to use Eligible Entrant's name, city, state, likeness, image, and/or voice for purposes

of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, except as required by applicable law.

11. **BINDING NATURE, WAIVER, INDEMNIFICATION:** By entering the Sweepstakes, you, and on behalf of your heirs, executors, and administrators, agree: (a) to be bound by these Sweepstakes Official Rules and by all applicable laws and decisions of Sponsor which shall be binding and final; (b) to waive any rights to claim ambiguity with respect to these Sweepstakes Official Rules; (c) to waive all of your rights to bring any claim, action, or proceeding against the Sponsor or any of the Released Parties in connection with the Sweepstakes, any Entry, or a Grand Prize; and (d) to forever and irrevocably agree to release, defend, indemnify, and hold harmless the Sponsor and the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability costs, and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (i) the Sweepstakes, a Grand Prize, the Entries, or any other activities engaged in connection with the Sweepstakes, the Entries, or a Grand Prize, including but not limited to your participation or inability to participate in the Sweepstakes, a Grand Prize, or any other activity, (ii) typographical or printing errors in these Official Rules or in any Sweepstakes materials, including but not limited to any advertising or promotional materials (iii) any change in a Grand Prize (or any components thereof), including but not limited to, due to unavailability, or due to reasons beyond Sponsor's control, (iv) any interruptions in or postponement, cancellation, or modification of the Sweepstakes, (v) human error, (vi) incorrect or inaccurate transcription, receipt or transmission of any Entry, (vii) any technical malfunctions or unavailability of Virtue Poker's website or any social network, website, mobile application, telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by Sponsor, any of the Released Parties or by you, (viii) interruption or inability to access Virtue Poker's website or to submit any Entry, (ix) any lost/delayed data or video transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (x) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Entries, (xi) any wrongful, negligent, or unauthorized act or omission on the part of any of the Sponsor or the Released Parties or of any other third party, (xii) lost, late, stolen, misdirected, damaged or destroyed prizes (or any element thereof), or (xiii) the negligence or willful misconduct by you or of any third party.

12. **DISCLAIMERS, DISPUTE RESOLUTION AND LIMITATIONS OF LIABILITY: PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT MAY REQUIRE YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH SPONSOR AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM SPONSOR.** Each participant hereby forever discharges, releases, and agrees to defend, indemnify and hold harmless Sponsor, and the Released Parties, from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way

relate to participation in this Sweepstakes or the awarding, acceptance, use or misuse of any prize, product or services (including but not limited to a Grand Prize), sponsorship or marketing benefits provided under the Sweepstakes. Any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, including but not limited to a Grand Prize, shall be resolved individually, without resort to any form of class action. This Sweepstakes shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to New York's conflict of law principles. Any action or litigation concerning this Sweepstakes shall (1) take place exclusively in the federal or state courts sitting in Kings County, New York, and each participant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts; or (2) in the sole discretion of Sponsor, exclusively by final and binding arbitration under the rules of the American Arbitration Association ("AAA") or JAMS and held at the AAA or JAMS regional office nearest the participant. If Sponsor elects arbitration pursuant to this paragraph, the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings at such arbitration and judgment upon such arbitration award may be entered in any court having jurisdiction. All participants agree to abide by the terms and conditions contained herein and the decisions of the Sponsor, which are final, and waive any right to claim ambiguity in these terms and conditions. In the event that any party challenges a term or provision of these Official Sweepstakes Rules, the party hereby expressly waives any and all opportunities to recover any amount from Sponsor and the Released Parties relating to this Sweepstakes or otherwise. Each participant agrees to service of process by mail or other method acceptable under the laws of the State of New York. ANY CLAIMS, JUDGMENTS, AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH PARTICIPATING IN THE SWEEPSTAKES, IF ANY. EACH PARTICIPANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF PARTICIPANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. IN NO EVENT WILL SPONSOR OR ANY OF THE RELEASED PARTIES BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ANY PERSON'S OR ENTITY'S PARTICIPATION IN THE SWEEPSTAKES OR THE AWARD OR USE OR INABILITY TO USE A GRAND PRIZE, OR ASSOCIATED WITH ANY ASPECT OF A GRAND PRIZE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SPONSOR OR ANY RELEASED PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Sponsor and the Released Parties disclaim any liability from and in connection with the Sweepstakes, a Grand Prize, or any component thereof.

13. **PUBLICITY RIGHTS:** By accepting a Grand Prize, you agree to allow Sponsor and Sponsor's designee, the perpetual right to use your name, biographical information, photos and/or

likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, world-wide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law; if requested by Sponsor, you shall provide any requested consents.

14. **PARTICIPANT'S PERSONAL INFORMATION:** Information collected from participants is subject to and will be used in accordance with the Privacy Policy (as amended from time to time) of Sponsor (located at <https://virtue.poker/PrivacyPolicy>) which is incorporated into these Sweepstakes Official Rules by reference.
15. **CONTACTS:** You consent to Sponsor contacting you via your phone number or email, or social media concerning the Sweepstakes, including notifying you if you are a winner of a Grand Prize. You warrant, represent, and agree that you have the right to provide your phone and email to Sponsor in connection with the Entry and the Sweepstakes, and to have Sponsor contact you at such phone number and email, even if such phone number or email is provided by an employer.
16. **GENERAL:** These Sweepstakes Official Rules are subject to and incorporated by reference within Sponsor's Terms of Use. If there is any conflict between the Terms of Use at <https://virtue.poker/TermsOfUse> and these Sweepstakes Official Rules, the Sweepstakes Official Rules take precedence but only in relation to the Sweepstakes. In the event of any conflict with any details contained in these Sweepstakes Official Rules and details contained in Sponsor's Terms of Use, the details set forth in these Sweepstakes Official Rules shall prevail. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes or to be acting in violation of these Sweepstakes Official Rules. In such event, Sponsor may terminate an individual's ability to participate in the Sweepstakes. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.**
17. **SOCIAL MEDIA ENTWORKS' RELEASE:** Each participant fully and completely releases each social network utilized to participate in this Sweepstakes, including Twitter. Further, you acknowledge and agree that the Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Twitter or any other social media platforms.
18. **SOCIAL MEDIA ACCOUNT:** If there is a dispute about the identity of a participant, only the Entry of the authorized email account holder at the time of submission will be accepted. Authorized account holder is defined as the natural person who is assigned an email account by a provider. Each participant may be required to provide Sponsor with proof that the participant is the authorized account holder of the email account associated with a winning Entry. All Entries must be submitted from a valid email account.

19. **SEVERABILITY:** You agree that these Sweepstakes Official Rules are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of these Sweepstakes Official Rules. These Sweepstakes Official Rules will be deemed amended to the extent necessary to make these Sweepstakes Official Rules enforceable, valid, and, to the maximum extent possible, consistent with applicable law and consistent with the original intention of the parties; and the remaining terms and provisions will remain in full force and effect. If any provision of these Sweepstakes Official Rules is found by a court of competent jurisdiction to be invalid, Virtue Poker will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Virtue Poker as reflected in the original provision. The invalidity or unenforceability of any provision of these Sweepstakes Official Rules does not affect the validity or enforceability of any other provision of these Sweepstakes Official Rules, which will remain in full force and effect.

20. **WINNER'S LIST:** The Grand Prize winners will be announced via email and on Twitter on or about July 31, 2018 by approximately 2 p.m. (Eastern Standard Time). At Sponsor's discretion, the winner may also be announced on social media platforms. You may also obtain the Grand Prize winners names by writing your name and address on a "3x5" card and mailing it in an envelope to: Winners List, "Piece of Phil Giveaway," Virtue Poker, 49 Bogart Street, Suite 22, Brooklyn, NY 11206. Winner List requests will only be accepted after the Grand Prize winners are announced and requests must be received no later than thirty (30) days after such date.

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