

Now.gg, Inc PlayPal / nowRewards Cashback Promotion – Terms and Conditions

Now.gg, Inc., 2105 S. Bascom Avenue, #380, Campbell, California 95008, USA (“Now.gg” or “Sponsor”) is pleased to introduce the PlayPal / nowRewards Cashback Promotion (the “Promotion”). The Promotion begins at 12:00:00

a.m. Pacific Standard Time (“PST”) on March 6, 2025, and shall continue until cancelled by Now.gg (“Promotion Period”). Pacific Standard Time shall control for all purposes of this Promotion. Sponsor’s computer shall be the official clock for purposes of the Promotion. The Promotion is VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

As a condition of participating in the Promotion, you agree to be fully and unconditionally bound by these Terms and Conditions, the Terms of Use of the Now.gg website (“Site”), products, services, and application (“App”) (collectively, the “Services”), and the decisions of Sponsor, whose decisions shall be final and binding in all respects, and you agree to waive any right to claim ambiguity in the Promotion, these Terms and Conditions, or any Promotion or App materials. Receiving a cashback payment (as defined in Section 3) is contingent upon fulfilling all requirements set forth herein.

1. PROMOTION OVERVIEW: Users are eligible to claim a cashback reward, as set out in section 3 below, for installing, playing, providing feedback and uploading screen shots of eligible select games for their region (“Promotion Game”) as detailed below and on the promotion page.

2. ELIGIBILITY: The Promotion is open only to Registered Users of Now.gg who are:

- (i) at least sixteen (16) years of age at the time of entry;
- (ii) a legal resident of the United States of America, Canada, Great Britain, Germany, France, Taiwan, South Korea, Japan, Australia, Netherlands, Belgium, Singapore, Sweden, Switzerland, Austria, Denmark, Norway, Finland, New Zealand, and Ireland;
- (iii) not a person barred from participating in the Promotion under the laws of the United States or their country of residence;
- (iv) Have a valid PayPal account to receive cashback payments if required;
- (v) Have a valid email address, mobile phone number;
- (vi) All information you submit to [Now.gg](https://now.gg) is truthful and accurate
- (vii) Reside in a region where PayPal services are available and
- (viii) at all times abide by these Official Rules.

THE PROMOTION IS VOID IN THESE GEOGRAPHIC LOCATIONS AND WHERE OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

3. CASHBACK REWARDS: Users are eligible to receive a reward amount specified on the promotion page (“Reward”) if they complete the steps mentioned against the Promotion Game including but not limited to: (i) installing the eligible Promotion Game from the promotion page (“Install”), if not previously installed by the user, (ii) playing the Promotion Game immediately after registration, (iii) Complete milestones for the Promotion Game, and (iv) provide feedback on the Promotion Game, which may include uploading screen shots as detailed on the promotion page. Users will be eligible to receive a Reward upon completion of a milestone. Steps may have to be completed in order to receive the next Reward which shall be defined in the Promotion Game or Offer.

A maximum number of Rewards will be available for each Promotion Game per day. The first Users who complete the steps above on a Promotion Game, as solely determined by Sponsor, shall be eligible for the Reward until the maximum number of rewards is reached.

Payment shall be made to the account as provided by the User. Payment of the Reward shall be made to the User within 10 days following the related Purchases, or within 10 days after the User initiates a cash out request,, whichever is later. While Sponsor will initiate the payment within the specified timeframe, the actual time the User receives the funds may vary depending on the provider's own processing schedules.

By participating in the Promotion, you acknowledge and agree that Sponsor may monitor and record your gameplay, including on-screen activity and user inputs. This may be used to validate your progress and ensure completion of the requirements necessary to receive a Reward.

Your ability to receive a Reward is dependent on Now.gg's ability to receive accurate gameplay data from its partners. If a partner stops providing this data to Now.gg for a particular Promotion Game, Now.gg may be unable to credit you with a Reward for activities within that game. Please note there may be a technical delay between the time you complete the required steps and when the partner sends the data to Now.gg. This may cause your Reward to take several days to be processed. If a Reward does not appear in your provided PayPal account within 14 days of initiating a cash out request, please contact Sponsor support.

You may redeem an aggregate maximum amount of no more than \$1,000 USD (or local currency equivalent), in gift cards or other rewards per calendar year

4. Rules of Conduct: You are required to comply with applicable laws at all times when using the Services. In particular, the following restrictions apply to your use of the Services. You are not allowed to:

- i. Create or use more than one account to interact with the Promotion for your entire lifetime, unless Now.gg makes an exception for certain parts of the Services
- ii. Transfer or sell a user account to third parties
- iii. Allow your account to be used on behalf of any third party
- iv. Allow any other person access to your account
- v. Access your account for any purpose other than personal use
- vi. Use a virtual private network ("VPN"), proxy, cloud instance (e.g., AWS, Azure), or any other service that uses a datacenter, or any other means to obscure the true source of traffic or your location when using the Services.
- vii. Make use of any means to circumvent the proper functioning of the Services, including but not limited to the following: i) any electronic means such as an internet bot or web robot ("Bot") to generate automated views, clicks or conversions, ii) software, that allows a user to falsify data relating to their input, or that allows the user to appear to be using BlueStacks or the game, when in reality they have left it idle (e.g., autoclicker and autoscrolling programs), iii) software that can be used to modify games, or software that can unlock in-game content for free that would otherwise need to be purchased
- viii. Use disposable, single-use, or temporary identification like phone numbers or email addresses
- ix. Engage in fraudulent or synthetic gameplay or intentionally make ingenuine in-game purchases.

5. GENERAL CONDITIONS AND RELEASE: By participating in this Promotion, you agree to be bound by all terms of these Terms and Conditions and to release, hold harmless, covenant not to sue, and forever discharge the Sponsor ("Released Parties") from, against, and as to any and all third party claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action of any kind that in any way now or hereinafter may arise from or relate to the Promotion including without limitation, in connection with (i) the administration of the Promotion, including without limitation typographical, printing, seeding, technical malfunctions with Sponsor's Site or App or any third party provider, or other errors (human or otherwise) relating to or in connection with the Promotion, or any delays in delivery of any payment. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for punitive, incidental or consequential damages, in which case the liability of the Released Parties will be limited to the maximum extent permitted by law.

In providing its Services, Now.gg may promote and advertise games developed by third-party partners ("Games"). We do not control or take responsibility for the Games, their operation, or the content and features provided through them. The privacy practices and terms of use that govern your use of and access to the Games are solely between you and the applicable publisher of such Game. It is your responsibility to read and comply with all terms and policies set by the game publisher."

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO YOUR PREPARATION, PARTICIPATION OR INABILITY TO PARTICIPATE IN THE PROMOTION, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL.

Without limiting the foregoing, in the event the Sponsor is prevented from continuing with the Promotion as contemplated herein or by any event beyond their control, including, but not limited to, a force majeure, fire, flood, epidemic or other national health emergency, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared,) or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, public health crisis, or other cause not reasonably within their control, then they shall have the right to modify, suspend, extend or terminate the Promotion.

Sponsor reserves the right in its sole and absolute discretion to disqualify any individual who is found to be (i) acting in violation of these Official Rules or (ii) otherwise acting in violation of the Terms of Use, available at <https://now.gg/terms-and-privacy.html#terms> or (iii) appears to operate in violation of Rules of Conduct.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION, MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

6. **DISPUTES, GOVERNING LAW AND JURISDICTION:** You agree that any and all disputes, claims, and causes of action arising out of or connected with this Promotion, these Terms and Conditions or any Prize awarded shall be resolved individually, without resort to any form of class action and will be governed by and will be construed under the laws of the State of California, in Santa Clara County, California, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") as set forth in the Arbitration provision in the Sponsor's Terms of Service, available at <https://now.gg/terms-and-privacy.html#terms>
7. **Promotions and Sweepstakes:** We may, in our sole discretion, run sweepstakes, or other promotional activities on nowRewards. Such promotions may offer bonuses or incentives for certain user actions, such as but not limited to daily tasks, time limited offers related to in-game spend or reaching certain milestones in playing games.
The official rules for sweepstakes will be published on the site where you may enter such sweepstakes. Current sweepstakes official rules can be found at <https://www.bluestacks.com/terms-and-privacy/rules.html>