

OFFICIAL SWEEPSTAKES RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. ODDS OF WINNING DEPENDENT ON NUMBER OF ENTRIES RECEIVED. A PURCHASE DOES NOT IMPROVE YOUR ODDS OF WINNING. CANADIAN RESIDENTS MUST CORRECTLY ANSWER A SKILL TESTING QUESTION TO CLAIM A PRIZE. VOID WHERE PROHIBITED BY LAW.

These Official Sweepstakes Rules (the “**Official Sweepstakes Rules**”). This Sweepstakes is administered and sponsored by Trufan Inc. (the “**Administrator**” or “**Trufan**”) having an address at 2841 SW Marine Drive, Vancouver, BC, V6N3Y1 through the website <https://Trufan.io> (the “**Website**” or “**Platform**”), unless stipulated otherwise. Sweepstakes entrants are responsible for reviewing and understanding these Official Sweepstakes Rules prior to entering the Sweepstakes. By entering into the Sweepstakes (defined below) you accept the terms and conditions of these Official Sweepstakes Rules and agree to be legally bound by them.

The Sweepstakes is intended only for residents of Canada (excluding Quebec) and the United States, where offering and use of the Website is lawful. The Sweepstakes is governed by Canadian law.

OFFICIAL RULES

1. Eligibility

- 1.1. To be eligible to enter the Sweepstakes and to be eligible to win a Prize, a person must be, at the time of entry into the Sweepstakes:
 - (a) a user of the Website who has agreed to the Terms of Use of the Website (the “**Terms of Use**”) and is not in breach of the Terms of Use either at the time of entry, before the time of entry, or during the Sweepstakes Period set out below;
 - (b) no younger than eighteen (18) years of age, or the age of majority in your jurisdiction, at the time of entry into the Sweepstakes; and
 - (c) a permanent, legal resident of a jurisdiction where offering and use of the Platform is lawful.Notwithstanding the foregoing, a person is ineligible to enter the Sweepstakes and ineligible to win a Prize if they are a resident of the province of Quebec, or a resident of Puerto Rico, Guam, the U.S. Virgin Islands or other U.S. territories.
- 1.2. You are ineligible to enter the Sweepstakes and ineligible to win a Prize if the Administrator, has banned you from participating in this Sweepstakes or all sweepstakes on the Platform.
- 1.3. Employees, officers, and directors (including immediate family members and members of the same household of such persons, including common law spouses) of the Administrator, or Trufan, each of their affiliated companies or agents, and each of their respective advertising or promotional agencies, are not eligible to enter the Sweepstakes.
- 1.4. The Administrator shall have the right at any time to require proof of identity and/or eligibility to participate in the Sweepstakes.
- 1.5. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Administrator for the purpose of the Sweepstakes must be truthful, complete, accurate and in no way misleading.

- 1.6. The Administrator reserves the right, in its sole discretion to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. Sweepstakes Period

- 2.1. The Surf Tesla Sweepstakes (the “**Sweepstakes**”) commences at 1:00:00 PM (ET) on September 9, 2021 and ends at 11:59:00 PM (PT) on November 8, 2021 (the “**Sweepstakes Period**”). All entries must be received by 11:59:00 PM (PT) on November 8, 2021 (the “**Sweepstakes Closing Date**”)
- 2.2. The Sweepstakes computer system is used to govern all computer and time-related aspects of the Sweepstakes and is the official time-keeping device for the Sweepstakes.

3. How to enter Sweepstakes.

- 3.1. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER THE SWEEPSTAKES.** To enter the Sweepstakes you must download the “Surf” browser extension (the “**Browser Extension**”) from the Google Chrome store during the Sweepstakes Period and Register for an account with Joinsurf.com through functionality available at the www.joinsurf.com website, including by providing all necessary information to register for an account.
- 3.2. Entries must be received by received by 11:59:00 PM (PT) on November 8, 2021
- 3.3. Each individual may only receive one entry to the Sweepstakes for downloading the Browser Extension. Any entries in excess of the maximum will be void.

4. Prize

- 4.1. The winner of the Sweepstakes will at their option be able to choose between receiving one of the following prizes (each a “**Prize**” and collectively the “**Prizes**”):
 - (a) a base-model, white Tesla Model 3 Vehicle (the “**Vehicle**”), the specifications (“**Specifications**”) for which are attached as **Schedule “A”** to these Sweepstakes Rules, as well as shipping of the vehicle to your residential address in Canada or the United States (subject to any delays or restrictions or delivery applicable as a result of the COVID-19 pandemic). The approximate cash value of this Prize is \$35,000. Notwithstanding the foregoing you agree that the Vehicle may differ from the Specifications provided such differences do not substantially affect the market value of the Vehicle; or
 - (b) the sum of \$35,000 USD.
- 4.2. You are responsible for all costs not expressly described as being included as part of the Prize, including, without limitation, the costs of insurance, registration, taxes and any other costs of any nature related to the Vehicle.
- 4.3. Neither the Administrator, nor Trufan will be held responsible in any manner whatsoever should the winner (a) not be satisfied in any way with the Prize; or (b) be incapable of accessing the Prize.
- 4.4. One of the Prizes must be accepted as awarded without substitution and the Prizes are not transferable or for resale and has no cash surrender value. Choosing one Prize will forfeit the selected entrant’s rights to the other Prize. The Administrator reserves the right, in its sole and absolute discretion, and for any reason whatsoever, to substitute a Prize for one of approximately equal or greater value without liability.
- 4.5. **THE WINNER IS SOLELY RESPONSIBLE FOR PAYING ALL TAXES AND FOR ALL TAX REPORTING ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZES. IF YOU ARE THE WINNER, YOU AGREE TO COOPERATE WITH THE ADMINISTRATOR’S REASONABLE REQUESTS IN CONNECTION WITH COMPLETION AND SUBMISSION OF APPLICABLE TAX FORMS AND ANY OTHER REQUIRED TAX**

FILINGS OR COMPLIANCE MATTERS AND CONSENT TO THE DISCLOSURE TO THE ADMINISTRATOR OF YOUR PERSONAL INFORMATION IN CONNECTION WITH THE SAME. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FOR TAX REPORTING PURPOSES, IF THE WINNER IS A RESIDENT OF THE U.S. THEY MAY BE REQUIRED TO PROVIDE THE ADMINISTRATOR WITH A VALID TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER AND THE ADMINISTRATOR MAY ISSUE AN IRS FORM 1099-MISC IN THE WINNER'S NAME.

5. Selection of Winners

- 5.1. A random draw will be conducted by an automated computer system on November 11, 2021 (the “**Draw Date**”) at 10:00 AM (PT), amongst all eligible entries received, to select potential winners of the Prize.
- 5.2. Odds of being selected as a potential winner (a “**selected entrant**”) depend on the total number of eligible entries received during the Sweepstakes Period.
- 5.3. The selected entrant will be contacted through one of the contact methods they have chosen when downloading and signing up for the Browser Extension (each a “**Notice**”) immediately upon the conclusion of the draw. You agree that you will be solely responsible for any costs you incur in connection with Notices you receive.
- 5.4. If a selected entrant cannot be contacted within seventy-two (72) hours of the results of the draw, or if a selected entrant or winner has been disqualified under these Official Sweepstakes Rules, including pursuant to section 5.7 or 5.8, **his/her entry will be disqualified, he or she will forfeit the prize, and, at the sole discretion of the Administrator, another eligible entrant may be randomly drawn from the remaining eligible entries** (if the Administrator decides to hold another random draw, the process above will be repeated until such time as contact is made with a selected entrant, there are no more eligible entrants, or the Administrator decides to end the Sweepstakes with unawarded prizes). By entering the Sweepstakes, you agree that the Administrator is not responsible for: (a) lost, undeliverable, rejected, illegible, corrupted, misappropriated, or misdirected Notices; (b) telecommunication or electrical malfunctions, unavailability, degradation, failures, or errors; (c) incorrectly collected or provided information; or (d) human interference.
- 5.5. Prior to being declared a winner, if the selected entrant is a resident of Canada, they must first correctly answer without assistance of any kind, whether mechanical, electrical, or otherwise, a mathematical skill-testing question posed to the selected entrant by the Administrator within five minutes after being notified that he or she is the selected entrant. In the event that the selected entrant incorrectly answers the mathematical skill-testing question, he/she will be disqualified and another eligible entrant will be randomly selected and the above process will be repeated until such time as there is one confirmed Prize winner for each Prize or no more eligible entries are available.
- 5.6. Subject to section 5.5, an eligible entrant who has been selected pursuant to the random draw who has not been disqualified is the winner.
- 5.7. If the Browser Extension account associated with the winning entry is shared by more than one person, all such persons will be bound by these Official Sweepstakes Rules but only the authorized account holder of the www.joinsurf.com account will be deemed the winner. If the Administrator is unable to determine which person is the authorized account holder of the Browser Extension account associated with the winning entry, then the winner will be disqualified from the Sweepstakes and their Prize will be forfeited without any recourse or refund. In such a circumstance, the Administrator is not under any obligation to hold an additional random draw for another winner.
- 5.8. The Administrator may disqualify a selected entrant or winner from the Sweepstakes and their Prize will be forfeited without any recourse or refund if, in the arbitrary discretion of the Administrator, the Administrator is of the belief that:

- (a) the Browser Extension account associated with the winning entry was created for the sole purpose of entering the Sweepstakes;
- (b) the owner or control person of the Browser Extension account has entered the Sweepstakes with additional accounts;
- (c) the winning entry was submitted through automated means; or
- (d) they have otherwise breached or failed to comply with these Official Sweepstakes Rules.

If a person is disqualified under this Section, the process described in section 5.4 will occur.

6. Release & Indemnity

- 6.1. BY ENTERING IN THE SWEEPSTAKES, YOU HEREBY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE ADMINISTRATOR, CPEX NETWORKS INC., TESLA INC., ALPHABET INC. , AND EACH OF THEIR AFFILIATED AND RELATED COMPANIES, BUSINESS PARTNERS, ADVERTISING AND PROMOTIONAL AGENCIES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT, ORGANIZATION, AND/OR EXECUTION OF THE SWEEPSTAKES (COLLECTIVELY, THE “**RELEASEES**”), FROM AND AGAINST ANY AND ALL MANNER OF ACTION, CAUSES OF ACTION, SUITS, DEBTS, COVENANTS, CONTRACTS, LIABILITIES, CLAIMS, AND DEMANDS, INCLUDING LEGAL FEES AND EXPENSES, WHATSOEVER, (COLLECTIVELY, “**CLAIMS**”) INCLUDING BUT NOT LIMITED TO, CLAIMS BASED ON NEGLIGENCE, BREACH OF CONTRACT, AND FUNDAMENTAL BREACH, AND LIABILITY FOR PHYSICAL INJURY, DEATH, OR PROPERTY DAMAGE, WHICH YOU OR YOUR ADMINISTRATORS, HEIRS, SUCCESSORS, OR ASSIGNS MIGHT HAVE OR COULD HAVE, BY REASON OF OR ARISING OUT OF (A) YOUR PARTICIPATION IN THE SWEEPSTAKES OR THE AWARDING, ACCEPTANCE, POSSESSION, USE, OR ENJOYMENT OF ANY PRIZE, AND WHERE APPLICABLE, TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN, ANY SWEEPSTAKES-RELATED OR PRIZE-RELATED EVENT OR ACTIVITY; (B) THE PUBLICITY RIGHTS GRANTED TO THE ADMINISTRATOR BY YOU; OR (C) THESE OFFICIAL SWEEPSTAKES RULES (INCLUDING WITHOUT LIMITATION THE ADDITIONAL RULES). YOU SPECIFICALLY ACKNOWLEDGE THAT YOU UNDERSTAND THAT THERE MAY BE SERIOUS RISKS OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE ASSOCIATED WITH THE ACCEPTANCE, POSSESSION, OR USE OF THE PRIZE, AND YOU VOLUNTARILY ASSUME THESE RISKS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING YOU AGREE THAT THE PRIZE IS PROVIDED “AS-IS” AND THE RELEASEES MAKE NO REPRESENTATIONS AND WARRANTIES OF ANY NATURE REGARDING THE PRIZE.
- 6.2. By entering into the Sweepstakes, you agree to release, indemnify, defend, and hold harmless the Releasees from any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “**Losses**”) arising out of or resulting from: (a) your participation in the Sweepstakes; (b) your receipt, possession, loss, or use of a Prize; (c) the publicity rights granted to the Administrator, by you; (d) any non-compliance by you with any of the Official Sweepstakes Rules or the Platform’s Terms of Use; or (e) the use of your entry by the Administrator.
- 6.3. By entering in the Sweepstakes, if you are declared a winner, unless otherwise prohibited in the jurisdiction in which you reside upon entry, you consent to the use of your name, address (city and province or state), likeness, voice, comments, picture, Trufan username, profile picture, and/or photographs (collectively, “**Personality**”), without additional compensation or notice, in connection with any advertising, promotion, or publicity carried out now or in the future, in any media or on the Platform, by or on behalf of the Administrator and you grant to the Administrator any and all rights to such use, including the use of your Personality.

- 6.4. At the request of the Administrator, if you are a selected entrant you agree to sign and return to the Administrator a Declaration, Liability, and Publicity Release Form in a form determined by the Administrator (the “**Release Form**”) which shall, among other matters confirm compliance with the Official Sweepstakes Rules, release the Releasees from all liability relating to the Sweepstakes and the Prizes, and provide consent to the use of the winner’s image and information in respect to publicity relating to the Contest without additional compensation. You also agree to reasonably cooperate with the Administrator in producing marketing material relating to your selection as a winner, including being available for photographs and publicity videos as requested by Trufan.
- 6.5. The selected entrant agrees to cooperate in any investigations by the Administrator, to the extent allowable by applicable privacy laws, to confirm his/her eligibility and to help ensure that the use of such potential winners information in advertising or publicity for the Sweepstakes will not bring the Administrator into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Sweepstakes or the Administrator as determined by the Administrator in their arbitrary discretion.

7. General

- 7.1. By entering the Sweepstakes, you agree to: (a) read, abide and be bound by these Official Sweepstakes Rules, including all eligibility requirements and by the decisions of the Administrator, made in their sole and arbitrary discretion, which shall be final and binding in all matters relating to the Sweepstakes; and (b) waive any rights to claim ambiguity regarding these Official Sweepstakes Rules. Entrants who have not complied with the Official Sweepstakes Rules are subject to disqualification.
- 7.2. The Administrator reserves the right to cancel, terminate, modify, or suspend in whole or in part this Sweepstakes at any time and in any way, without prior notice. Without limiting the foregoing, if for any reason the Sweepstakes is not capable of running as originally planned, for example as a result of tampering or infection by a computer virus, the Administrator may cancel the Sweepstakes and conduct a draw from all previously received eligible entries
- 7.3. The Administrator does not assume any responsibility for and are not responsible for (i) the incorrect or inaccurate capture of entry information and entries that fail to comply with the Official Sweepstakes Rules; (ii) any loss, damage, or claims caused by a Prize or the Sweepstakes itself; (iii) your inability to access a Prize; or (iv) any failure of the Platform during the Sweepstakes Period, including any problems, human or technical errors, printing or typographical errors, lost, delayed or garbled data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or computer lines or networks, technical malfunctions of any computer online systems, computer equipment, servers, access providers, software, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an entrant’s or any other person’s computer relating to or resulting from downloading any material connected to the Sweepstakes, all of which may affect a person’s ability to participate in the Sweepstakes.
- 7.4. The Administrator does not assume any responsibility for and are not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in an entrant’s mailbox to receive e-mail messages, or for late, lost, illegible, incomplete, falsified, damaged, misdirected, mutilated, garbled, or incomplete entries, which will be void.
- 7.5. Entry materials/data that have been tampered with or altered are void.
- 7.6. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted.

- 7.7. Any attempt to deliberately damage any website or to undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws. Should such an attempt be made, the Administrator reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution, and to disqualify an entrant from the Sweepstakes or any other promotion conducted by or facilitated by Trufan now or in the future. In the event it is determined that an entrant has entered the Sweepstakes in a manner contrary to the Official Sweepstakes Rules and/or has submitted more than the number of entries permitted by the Official Sweepstakes Rules, the entrant and all of the entries submitted by the entrant will be disqualified.
- 7.8. Trufan reserves the right to disqualify an entrant from any Sweepstakes if Trufan determines, in its sole discretion, that they have harassed, trolled, inconvenienced, annoyed, caused nuisance, occasioned violence on any person, caused property damage, or otherwise misused the Sweepstakes or the Platform or breached these Terms of Service.
- 7.9. If, due to any technical, production or other error, more prizes are claimed or awarded than are described in the Official Sweepstakes Rules, the number of prizes identified in the Official Sweepstakes Rules will be awarded in a random drawing from all such prize claims received.
- 7.10. In no event will the Administrator be responsible or liable for more than the stated number of prizes described in the Official Sweepstakes Rules.
- 7.11. The Sweepstakes is subject to all applicable laws.
- 7.12. All entries become the property of the Administrator and none will be returned.
- 7.13. The Sweepstakes is void where prohibited by law. All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Sweepstakes Rules, or the rights and obligations of entrants, the Administrator in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflicts of law principles.
- 7.14. The approximate retail value of a Prize as stated by the Administrator in point of sale advertising, and other advertising, promotion materials, and/or in these Official Sweepstakes Rules is subject to price fluctuations in the consumer marketplace based on, among other things, the passage of time between the date the approximate retail value are stated by the Administrator and the date the Prize is awarded or redeemed. If, at the time a Prize is redeemed or awarded, the actual prevailing retail purchase price for that Prize is less than the approximate retail value stated by the Administrator in point of sale, television, print, or online advertising, promotion materials, on the Platform, and/or in these Official Sweepstakes Rules, the Prize winner will not be entitled to any financial compensation for the price difference.
- 7.15. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Sweepstakes Rules and disclosures or other statements contained in any Sweepstakes-related materials or content, including, but not limited to: the Sweepstakes entry form, and/or point of sale, television, print or online advertising, and the Platform; the terms and conditions of these Official Sweepstakes Rules shall prevail, govern and control.

8. Privacy

- 8.1. The Administrator respects each entrant's right to privacy. By entering the Sweepstakes and voluntarily providing personal information, you consent and agree to the collection, use, and disclosure of your information for the administration of the Sweepstakes in accordance with the applicable privacy policies of Trufan available at www.trufan.io/privacy.

9. Social Media

- 9.1. This Sweepstakes is not sponsored, endorsed, administered by or associated with Facebook, Inc., Twitch Interactive, Inc., Twitter, Inc., Microsoft Corporation, YouTube, LLC, Discord Inc. or any of their affiliated or related companies.

Abbreviated Rules:

No purchase required. Contest begins at 1:00:00 PM (ET) on **September 9, 2021** and ends at 11:59:00 PM (PT) on **November 8, 2021**. Prize drawing to occur [insert date and time]. Contest sponsor is Trufan Inc. The winner of the contest may choose between a base Tesla Model 3 vehicle with specifications as set out in the sweepstakes rules, or the sum of \$35,000 USD. Canadian residents must answer a skill-testing question required. Open to legal residents of Canada (excluding Quebec) and the United States (excluding Puerto Rico, Guam, the U.S. Virgin Islands and other U.S. territories where prohibited), Odds of winning depend on number of eligible entries received before contest closes. Limit 1. Void where prohibited. Full rules and entry details available at: www.joinsurf.com.

SCHEDULE A

VEHICLE SPECIFICATIONS

The Specifications of the Vehicle shall be as follows. Any other vehicle features or specifications shall be determined by Trufan and you agree and acknowledge that Trufan shall not be liable to you for any failure of the Vehicle to meet any additional specifications.

1. Model 3 Standard Plus Rear-Wheel Drive
2. Pearl White Paint
3. 18" Aero Wheels
4. All Black Partial Premium Interior
5. Basic Autopilot