



## FIFA World Cup Qatar 2022™ Tickets Giveaway

To participate in the Giveaway, you must satisfy the eligibility criteria and meet the requirements set out in the Official Rules during the Entry Period. The Entry Period begins on 31<sup>st</sup> October 2022 at 08:00AM, UAE and ends on 3<sup>rd</sup> November 2022 at 12:59PM UAE.

The Giveaway Items are as listed below with their estimated market value:

Number of Winners	Prize (Per Winner)	Eligibility	Approximate Retail Value
1 Winner	A pair of seats together for a World Cup Final Game in Lusail, Qatar on Sunday, December 18, 2022 at 18:00 and accommodation for two (2) nights in Lusail, Qatar	Complete entry form at MOGAS Industries Inc. booth at ADIPEC	\$6,000.00 USD

The Giveaway Item listed above represent the total prize pool for global participants.

Odds of winning depend on the number of Eligible Entries received during the Entry Period.

### TERMS AND CONDITIONS FOR GIVEAWAY

MOGAS Industries Inc. ("MOGAS") will conduct the Giveaway (the "Giveaway") substantially as described in these rules. By entering or participating, each entrant or participant ("Entrant") agrees unconditionally to be bound by these official rules (the "Official Rules") and the decisions of MOGAS, which are final and binding in all respects to the Giveaway. Eligibility to receive any items from the Giveaway is contingent upon fulfilling all requirements set forth herein.

**NO PURCHASE NECESSARY TO ENTER OR WIN A GIVEAWAY ITEM. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF BEING SELECTED. ODDS OF BEING SELECTED WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.**

#### 1. Eligibility:

- General Eligibility:** Unless otherwise specified, the Giveaway is open only to persons who are (i) eighteen (18) years of age or older at the time of entry and (ii) are from countries MOGAS is allowed to conduct business within in accordance with the laws of the United States. **VOID WHERE PROHIBITED.**
- Individuals Excluded From Entry:** Employees, officers and representatives, and the immediate family members of such employees, officers and representatives (i.e., parent, spouse, siblings, children, grandparents, step-parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) of MOGAS or its affiliated companies, parent companies, subsidiaries, participating promotional partners, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfilment of the Giveaway (collectively, the "Giveaway Entities") are not eligible to enter. Further, competitors and vendors outside of MOGAS' core businesses are not eligible to enter.

- c. **Additional Eligibility Requirements.** Prior to being eligible to receive any Giveaway Item, a Selected Entrant (as defined below) must provide MOGAS with any information or certifications needed by MOGAS, in its judgment. Without limiting the foregoing, a Selected Entrant of the Giveaway may be required to sign a copy of these Official Rules and provide any other document that MOGAS determines is required, necessary or appropriate, in its judgment, to confirm the Selected Entrant's eligibility and for tax reporting or other purposes. If the Selected Entrant fails to satisfy these conditions within forty-eight (48) hours of the notice that such person has been selected, that Entrant will not be eligible for the Giveaway Item, and an alternate Entrant will be selected, as described in "Entrant Selection and Notification" clause below. **VOID WHERE PROHIBITED.**

**2. No Purchase Necessary.** No purchase or payment of any kind is necessary to enter or participate in this Giveaway.

**3. Acceptance of Rules.** By entering the Giveaway, Entrant: (a) agrees to be bound by these Official Rules and by the interpretation of these Official Rules by MOGAS and by the decisions of MOGAS, which are final and binding in all respects; (b) acknowledges compliance with these Official Rules; and (c) agrees to comply with any and all applicable federal, state and local laws, rules and regulations. Winning the Giveaway Item (defined below) is contingent upon fulfilling all requirements set forth in these Official Rules. **GIVEAWAY IS VOID WHERE PROHIBITED.**

**4. Entry Period:** The Giveaway will begin and end at the times specified by MOGAS (the "Entry Period"). The Entry Period begins on 31st October 2022 at 08:00AM, UAE and ends on 3rd November 2022 at 12:59PM UAE. Entry methods for the Giveaway will be specified by MOGAS and all entries must be received during the Entry Period. Entries must be submitted during the Entry Period in order to be eligible for the Giveaway. MOGAS shall have the sole and final decision regarding timekeeping for entry in the Giveaway.

- a. **Complete and Truthful Entries.** When submitting an entry, Entrant is required to provide complete and truthful information. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Giveaway at MOGAS's sole and absolute discretion. Entries submitted by persons who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.
- b. **Eligible Entries.** All entries submitted in compliance with these Official Rules and not disqualified or void are considered "Eligible Entries." All entries are the property of MOGAS. By entering, except where prohibited by law, Entrant is assigning all ownership rights and usage rights to the Giveaway Entities.
- c. **Number of Entries.** Only one (1) entry is permitted per person. Multiple entrants are not permitted to share the same email address. Any attempt by any person to enter the Giveaway more than one (1) time by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. MOGAS and its affiliates, and their respective officers, directors, employees, contractors and agents are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified.

**5. Method of Entry:** Entry methods for the Giveaway will be specified by MOGAS, and all entries must be received during the Entry Period. Entries must be submitted during the Entry Period in order to be eligible for the Giveaway.

- a. To enter into the Giveaway, Entrants must attend ADIPEC and complete an entry form at in-person at the MOGAS Industries Inc. booth.

**6. Giveaway Items:** The item(s) for the giveaway will be specified by MOGAS (the “Giveaway Item”). The total approximate total retail value of the Giveaway Item is as specified by MOGAS. There is a limited number of items for the giveaway and hence the odds of receiving the item for the giveaway will depend on the number of Eligible Entries received during the Entry Period. Odds of winning depend on the total number of Eligible Entries received during the Entry Period. Giveaway Items shall be as determined by MOGAS in its sole, absolute, and final discretion and are non-transferrable.

- a. Unavailability of Giveaway Item. If for any reason the Giveaway Item, or any part of the Giveaway Item, is unavailable or there is a delay in receiving the Giveaway Item or a related event is delayed, cancelled or postponed, or for any other reason, MOGAS reserves the right to modify the Giveaway Item in its sole discretion and award a substitute Giveaway Item, or portion of the Giveaway Item, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Giveaway Item, or any portion thereof, is permitted by the Selected Entrant.
- b. Inability to Accept Giveaway Item. MOGAS and the Giveaway Entities shall have no responsibility or obligation to a selected Entrant who is unable or unavailable to, or who does not for any reason, accept or utilize the Giveaway Item. In the event a selected Entrant cannot accept the Giveaway Item, an alternate Entrant will be selected from all remaining Eligible Entries.
- c. Costs and Expenses Associated with the Giveaway Item. All costs and expenses not specifically listed above as part of the Giveaway Item are solely the Selected Entrant’s responsibility. Selected Entrant agrees to comply with any additional terms and conditions applicable for attending the Event.
- d. Giveaway Items Provided “As Is”. The Giveaway Items are provided “as is”. Entrants acknowledge that MOGAS and the Giveaway Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Giveaway Items, including any implied warranty of merchantability of fitness for a particular purpose. Any Giveaway Items pictured in advertising and other Giveaway materials are for illustrative purposes only.
- e. Selected Entrant Responsible for Any Applicable Tax Liability Associated with the Giveaway Item. The value of the Giveaway Item may be taxable to the Selected Entrant as income. All federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of the Giveaway Item not specifically provided for in these Official Rules are solely the Selected Entrant’s responsibility (regardless of whether the Giveaway Item, in whole or in part, is used).

**7. Entrant Selection and Notification:** The potential “Selected Entrant” or “Selected Entrants” of the Giveaway Item in the Giveaway will be determined according to the method specified by MOGAS in MOGAS’s sole and exclusive discretion.

- a. Number of Entrants to be Selected: A total of one Selected Entrants will be determined according to the method specified by MOGAS in MOGAS’s sole and exclusive discretion.
- b. Notification of Selected Entrant. The Giveaway Item will be awarded to the individual noted on the entry form Selected Entrant will be notified via email on Thursday, November 3rd, 2022 at 18:00 UAE.

- c. Publicity of Selected Entrant. Additionally, MOGAS and the Giveaway Entities reserve the right to make a public announcement, announcing the Selected Entrant on either the MOGAS website, through the MOGAS App, or in any manner (including, without limitation, social media (e.g., Facebook®, Instagram®, Twitter®, Youtube®), which they deem appropriate.
- d. Failure of Selected Entrant to Respond to Notification of Selection. If the Selected Entrant cannot be reached after a reasonable effort has been exerted and/or fails to respond to confirm their personal information (possibly including but not limited to, name, date of birth, address, email address, or other such appropriate personal information as determined by MOGAS) within one (1) day (or such other time specified by MOGAS) from when the initial notification email is sent, the Selected Entrant forfeits the Giveaway Item, and an alternate Selected Entrant will be selected.
- e. Alternative Selected Entrant. If the alternate Selected Entrant does not comply with these Official Rules or is otherwise unable to accept the Giveaway Item, the Giveaway Item is forfeited and another alternate Selected Entrant will be selected. This Selected Entrant selection and notification process shall be continued until a Selected Entrant is confirmed. If the Giveaway Item or a Selected Entrant notification is returned as undeliverable, the Giveaway Item will be forfeited and an alternate Selected Entrant will be selected.

**8. Selected Entrant Verification:** The Selected Entrant may be required to prove eligibility, including, without limitation, proof of age, residence, and identity, which may include submitting a copy of his/her passport or similar government issued identification within two (2) hours (or such other time specified by MOGAS) after being notified of being a potential Selected Entrant.

- a. Official Confirmation of Selected Entrant. The Selected Entrant (or any alternate Selected Entrant if one must be selected) is not official and shall not be confirmed as the Selected Entrant until he/she has provided information and completed, signed and returned all documentation required by MOGAS, in its sole judgment.
- b. Selected Entrant Obligations. Selected Entrants may be required to sign and return (1) these terms and conditions and (2) any other document MOGAS determines is required, necessary or appropriate, in its judgment, to confirm the Selected Entrant's eligibility and for tax reporting purposes. Each of these items must be received by MOGAS within forty-eight (48) hours of the date notice or attempted notice is sent, in order to claim the Giveaway Item. If, at any time, (i) MOGAS determines that any Selected Entrant is not eligible to participate in the Giveaway, or (ii) a person whose name is drawn refuses to accept the selection as Selected Entrant, or (iii) a person whose name is drawn cannot or does not complete the eligibility requirements, including without limitation a failure to sign and return the required documents described above or provide any other requested information within the required time period, or (iv) the Selected Entrant (or any alternate Selected Entrant) cannot be contacted, then that person will be ineligible to receive the Giveaway Item(s). In the event that a potential Selected Entrant is disqualified or ineligible for any reason, the potential Selected Entrant forfeits the Giveaway Item, and all privileges otherwise due as a Selected Entrant shall be terminated and an alternate Selected Entrant will be chosen by the same drawing method from among all of the remaining Eligible Entries.
- c. Participation of Selected Entrant's Guests (Event or Amenity Access). All guests in attendance with a Selected Entrant, if applicable, must also execute all applicable documents prior to any participation or such guest(s) will not be permitted to participate.

- d. Delay of Confirmation or Announcement of Selected Entrant. Provided that the Selected Entrant is in compliance with the Official Rules and after having successfully proven eligibility, the Selected Entrant will be officially confirmed as the Selected Entrant. MOGAS expressly reserves the right to delay the announcement of the Selected Entrant for any reason it deems necessary. In addition, MOGAS reserves the right to select an alternate Selected Entrant in the event that any Selected Entrant fails to comply with these Official Rules.

**9. LIMITATION OF LIABILITY:** THE GIVEAWAY ITEM IS OFFERED AND PROVIDED “AS IS” WITH NO WARRANTY OR GUARANTEE BY MOGAS OR ANY GIVEAWAY ENTITY, EITHER EXPRESS OR IMPLIED. IN NO EVENT WILL MOGAS OR ANY GIVEAWAY ENTITY BE LIABLE TO ENTRANT 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 ENTRANT’S PARTICIPATION IN THE GIVEAWAY, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT MOGAS AND/OR OTHER GIVEAWAY ENTITIES 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.

**10. Indemnification.** By entering the Giveaway, Entrant agrees to indemnify, defend, and hold harmless, MOGAS and any other Giveaway Entities from any and all liability, for any claims, damages, injuries or losses of any kind, and to release all rights to bring any claim, action or proceeding arising out of, in connection with, or relating to, (i) participation in the Giveaway, (ii) without limitation, death, or property damage, arising directly or indirectly from the acceptance, possession, misuse or use of the Giveaway Item, (iii) defamation, violation of publicity rights, or invasion of privacy in connection with the Giveaway or acceptance and use of the Giveaway Item, and (iv) copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Giveaway, the Giveaway Item, or MOGAS’s advertising and marketing related to the Giveaway, Entrants or the Selected Entrant, in all cases, including but not limited to: (a) unauthorized human intervention in the Giveaway; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Giveaway or the processing of entries; or (f) injury or damage to persons or property (including to any computer or mobile device systems resulting from participation in or accessing or downloading information in connection with the Giveaway), which may be caused, directly or indirectly, in whole or in part, from Entrant’s participation in the Giveaway or receipt or use of any Giveaway Item. Entrant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in the Giveaway, or the acceptance, receipt, or use of the Giveaway Item or any Giveaway Item component. Entrant further agrees that in any cause of action, MOGAS and/or the Giveaway Entities’ liability will be limited to the value of the Giveaway Item, and in no event shall the Giveaway Entities be liable for attorney’s fees.

**11. No Assumption of Responsibility.** MOGAS and the Giveaway Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any human, mechanical or electronic error that may occur in the processing of the entries in the Giveaway, or other errors appearing within the Official Rules or in the Giveaway related advertisements. MOGAS and the Giveaway Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of the Giveaway, errors in processing entries, identifying the Selected Entrant, in the announcement of the Giveaway Item and Selected Entrant, the delivery of the Giveaway Item, any problems or technical malfunction of any telephone network or lines, computer systems, online systems,

servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site including MOGAS, or any combination thereof, including, without limitation, any injury or damage to Entrant's or any other person's computer system/software related to or resulting from participation in, uploading any materials or downloading any materials in the Giveaway. MOGAS reserves the right in its sole discretion to disqualify any person it suspects or finds (i) to have tampered with the entry process or the operation of the Giveaway; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Selected Entrant, MOGAS or the Giveaway Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with the Giveaway; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A SELECTED ENTRANT WILL RESULT IN SUCH SELECTED ENTRANT'S DISQUALIFICATION AS A SELECTED ENTRANT OF THE GIVEAWAY AND ALL PRIVILEGES AS A SELECTED ENTRANT WILL BE IMMEDIATELY TERMINATED.

**12. Grant of Rights.** Except where prohibited by law, by entering the Giveaway and/or winning the Giveaway Item, Entrant irrevocably consents to the use of his or her name, image, photograph, likeness, biographical information, entry, statements attributed to Entrant (if true) and any video footage related to the Giveaway Item, for all Giveaway Entities' advertising, promotional or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation and additionally consents to the Giveaway Entities putting his or her name on a Selected Entrant's list. Please note that MOGAS may not acknowledge or return any entries.

- a. Right of Publicity. By submitting an Entry, Entrant agrees to MOGAS's use of your name, address, likeness, or Giveaway Item information for promotional purposes in any medium without additional compensation to the extent permitted by law.

**13. General Terms; Force Majeure.** The Giveaway Entities are not responsible if the Giveaway cannot take place, or if the Giveaway Item cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of the Giveaway Entities.

- a. Right to Terminate. If, for any reason the Giveaway is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Giveaway Entities, which, in MOGAS's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Giveaway, MOGAS reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Giveaway or any part of the Giveaway. If the Giveaway or any part of the Giveaway is terminated or modified prior to the closing of the Entry Period, notice will be posted on MOGAS. MOGAS reserves the right to modify and amend these Official Rules from time to time during the Entry Period for clarification purposes.
- b. Reservation of Rights. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, MOGAS RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- c. Severability. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other

provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. MOGAS's failure to enforce any term of these Official Rules will not constitute a waiver of that term or any other provision of these Official Rules. Entrant agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in the Giveaway-related materials, privacy policy or terms of use on a website and/or the terms and conditions of these Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in MOGAS's sole and absolute discretion.

- d. **Risk:** Nothing contained herein shall be construed to be financial advice. Staking and purchasing cryptocurrencies involves a high degree of risk and there is always the possibility of loss, including the loss of all staked digital assets. Please seek professional advice before making any financial, investment, or trading decisions.

**14. Privacy:** All information submitted by Entrants and collected by MOGAS in connection with Entrant's entry will be subject to and will be treated in a manner consistent with MOGAS's Privacy Notice available at: <https://www.mogas.com/en-us/privacy-policy>. By participating in the Giveaway, Entrant hereby acknowledges that Entrant has read the MOGAS Privacy Notice and that MOGAS collects and uses Entrants' personal information submitted in the entry for the purpose of carrying out the Giveaways. Among other things, the information Entrants provide may be used for sending Entrants company updates and announcements about MOGAS and its products and/or services following the applicable requirements.

**15. Binding Arbitration:** Except where prohibited by law, Entrant agrees that: (1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE GIVEAWAY OR ANY GIVEAWAY ITEM AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non- contractual obligations arising out of or relating to it shall be referred to and finally resolved by binding arbitration in Houston, Harris County, Texas administered by and in accordance with the rules and procedures of the International Chamber of Commerce. The law of this arbitration clause shall be Texas law. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English; (3) unless both Entrant and MOGAS agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of class or representative proceeding; (4) judgment upon any award rendered may be entered in any court having jurisdiction thereof; and (5) any award or judgment shall be subject to all limitations and releases set forth in these Official Rules and be limited to actual out of pocket damages, and shall not, in any event, include any punitive, exemplary, consequential or incidental damages, attorney's fees or costs of bringing a claim, or any injunctive or other equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

**16. Governing Law:** All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and MOGAS in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of Texas without giving effect to any choice of law or conflict of laws rules.

**17. Security and Health Regulations:** By entering this Giveaway, the Selected Entrant undertakes to obey and follow all rules, policies, guidance and regulations as directed by FIFA, or as dictated by the

venue. Selected Entrants also undertakes to obey the requirements as set forth in the [Qatar COVID-19 Policies and Approved Vaccinations](#) (which may be subject to change). This includes, but is not limited to, Health and Safety policies which may require the Selected Entrant to be “fully vaccinated” before they may attend the event and/or require the presentation of a COVID-19 digital certificate.

**18. Entire Agreement.** These Official Rules constitute the entire agreement between MOGAS and Entrant.