NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. THIS SWEEPSTAKES WILL BE GOVERNED BY U.S. LAW. BY PARTICIPATING, YOU AGREE TO THESE GENERAL RULES AND THE TERMS FOR THE SPECIFIC SWEEPSTAKES YOU ARE ENTERING.

The following contains the official rules, terms, and conditions for the "Tesla Sweepstakes" (the "Official Rules"), and, along with "Energy Exploration Technologies, Inc." ("EnergyX") Terms and Conditions and Privacy Policy, governs the relationship between you, as a Sweepstakes' participant ("You," or "Your") and EnergyX, located at 1064 Ponce de Leon Ave, Suite 200, San Juan, Puerto Rico 00907 ("Energy Exploration Technologies, Inc." or "EnergyX" or "Sponsor") as the sponsor and administrator of the sweepstakes.

The "Tesla Sweepstakes" ("Sweepstakes") is open to individuals who are eighteen (18) years of age or older at the time of entry. Employees, officers and directors of EnergyX, or each of its respective parent companies, subsidiaries, affiliates, governors, related entities, partners, partnerships, principals, licensees, sponsors, and advertising/promotion agencies and all of its respective officers, directors, employees, agents, representatives, successors and assigns (collectively, "Released Parties"), and the immediate family members (parent, spouse, sibling, or child, and their respective spouses, regardless of where they reside) and those living in the same household of each (whether or not related) are not eligible to participate or win. This Sweepstakes is subject to all applicable federal, state, and local laws, rules and regulations and is void where prohibited by law, rule, or regulation.

Promotion Period: Sweepstakes begins at 12:00 PM Eastern Time ("ET") on December 14, 2020, and ends at 12:00 PM Eastern Time ("ET") on December 24, 2020 ("Promotion Period"). For the purposes of this Sweepstakes, a day is defined as the twenty-four (24)-hour period beginning at 12:00 AM ET and ending at 11:59 PM ET. During the Promotion Period, two (2) prizes will be awarded. Each individual is limited to one (1) entry, regardless of entry method.

How To Enter: There is only one way to enter the Sweepstakes, which involves multiple steps. You must complete all of the following before the end of the Promotion Period:

(a) Follow <u>@EnergyX</u>, <u>@Teague Egan</u>, and <u>@LoganPaul</u> on Instagram;

(b) Comment on the <u>@LoganPaul</u> Instagram post announcing the Sweepstakes by tagging two friends in that comments;

(c) Share the <u>@LoganPaul</u> Instagram post announcing the Sweepstakes in your IG stories;

(d) Complete the information (i) Name, (ii) Email, (iii) Phone Number, and (iv) Country on the EnergyX Sweepstakes entry page, <u>www.energyx.com/TeslaGiveaway</u> with Your valid information.

As stated above, Incomplete entries are void. By entering this Sweepstakes, You give Your express permission to be contacted by EnergyX by email, phone, and/or Instagram for Sweepstakes administration purposes. Released Parties are not responsible for lost, incomplete, late, delayed, inaccurate, illegible, misdirected, stolen, undelivered or garbled entries, or email; failures or

malfunctions of phones, phone lines or telephone systems; lost entries, or transmissions; any error, omission, interruption, defect or delay in transmission, or communication; interrupted or unavailable network, server, Internet Service Provider (ISP), cable, satellite or other connections including those through and/or by any website; miscommunications, failed computer hardware or software or technical failures; non-delivery; misdirected, blocked, or delayed email notifications; garbled, misrouted, jumbled, scrambled, delayed or misdirected transmissions; printing, typographical or other errors appearing within these Official Rules, in any Sweepstakes-related advertisements or other materials; or other errors or problems of any kind whether mechanical, human, telephone, electronic, mail or otherwise relating to or in connection with the Sweepstakes, or downloading of materials from or use of the website, including, without limitation, the cancellation or postponement of any game, errors or problems which may occur in connection with the administration of the Sweepstakes, the processing of entries, or email or the announcement of the Prizes. EnergyX, as applicable, reserves the right, in their sole discretion, to void any and all entries of that EnergyX, as applicable, believe has attempted to tamper with, corrupt, or impair the administration, security, fairness or proper play of this Sweepstakes or who is otherwise not in compliance with these Official Rules. The use of automated entry, computer generated facsimiles, mechanically reproduced, automated, mass entries and entries by any means to participate or subvert the entry process is prohibited and all entries through such devices are void. Entries become property of EnergyX and will not be acknowledged or returned. In the event of a dispute as to Your identity, such entry will be deemed as the person named on the applicable entry form.

Prize Details: Each winning entry (each, a "Prize,") will consist of one (1) Tesla Model 3 to be delivered to a location in Austin, Texas at or before January 31, 2021. The Winner must pick up the Prize from Austin, Texas before March 31, 2021. The maximum approximate retail value ("ARV") of the Prize is approximately \$42,000 dollars USD. The Winner will be responsible for transporting the Prize to their place of residency, as well as any fees, taxes, or registrationed associated therewith.

Prize Winners will be notified via email, phone, or Instagram Direct Message from an administrator of EnergyX and will then have to confirm acceptance of the Prize within twenty-four hours. Failure to respond within twenty-four hours after EnergyX first notifies You of Your successful entry will result in forfeiture of the Prize, and said Prize will be awarded to another entrant. Please note that EnergyX is not responsible for improper input of an email address, phone number, or mailing address. No substitutions by a Prize winner are allowed.

If necessary, due to unavailability of a Prize for any reason, a prize of equal or greater value may be awarded at the sole discretion of EnergyX. Prize winners are responsible for all taxes and fees associated with Prize receipt and/or use. Awarding of Prize is subject to the Prize winner's acceptance of all requisite conditions within these Official Rules, the relevant Federal, State, and Local statutes/regulations (including taxes) and Prize winner's ability and agreement to grant the rights set forth in these Official Rules.

Costs and Usage Rights: As stated above, each Prize winner is responsible for all income, federal, state, and local taxes as well as any other costs or expenses associated with prize acceptance, and use not specified herein as being provided, including, but not limited to, any/all transportation from Austin, Texas. EnergyX may elect to deliver the Prize to another location, per Winner request, if it

has the same or lesser delivery cost and tax as Austin, Texas. By participating, You agrees to be bound by these Official Rules and agree that Logan Paul and EnergyX and each of their respective designees shall have the right and permission to use (unless prohibited by law) entrant's name, address (city and state/territory/province of residence), photograph, voice and/or other likeness and prize information for advertising, promotional and/or trade and/or any other purpose in any and all media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation or consideration, permission or notification to entrants or any third parties.

Warranty Disclaimers and Limit of Liability: Released Parties including Logan Paul and EnergyX make no warranty or representation of any kind concerning any Prize (or any portion thereof) and disclaim any implied warranty. Additionally, to the maximum extent permitted by law, Released Parties including Logan Paul and EnergyX, and each of their respective designees and assigns, shall have no liability and will be held harmless for any liability, loss, injury or damage, including, without limitation, personal injury, death or damages of any kind to personal or real property, to entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of participation in this Sweepstakes and/or the acceptance, possession, use or misuse of any Prize (or any portion thereof) and/or any travel or activity related thereto (including attendance at the respective event).

EnergyX Termination Rights: EnergyX reserves the right, in their sole discretion, to modify, terminate or suspend this Sweepstakes (or any portion thereof) for any reason including in the event viruses, worms, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Sweepstakes (or any portion thereof) or for any other reason and, in the event of termination at its discretion, select a winner for the Drawing at issue from those eligible, non-suspect entries received for the Drawing at issue prior to the event requiring such termination.

Odds of Winning: The odds of winning will depend on the number of eligible entries received during the Promotion Period.

Arbitration: Except where prohibited by law, as a condition of participating in this Sweepstakes, You agree that: 1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest EnergyX; 2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and 3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will You be permitted to obtain awards for, and You hereby waive all rights to claim, punitive, incidental out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and You further waive all rights to have damages multiplied or increased.

Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of You and EnergyX in connection

with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Florida, USA.

ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES IN ANY WAY, OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE ENERGYX AND/OR THEIR RESPECTIVE AGENTS WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT AND RESERVE THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc., Apple, Inc., Alphabet, Inc, or Tesla, Inc.

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