

July 4th T-Shirt Giveaway (July 4, 2023)
Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

A purchase or payment will not increase or improve chances of winning.

1. **Sweepstakes Description:** The sweepstakes described at <https://public.com/july4th> (the “Sweepstakes”) are sponsored by Public Holdings, Inc. (“Public”). Public invites eligible individuals to submit an entry to the Sweepstakes (each eligible individual who submits an entry, an “Entrant”). Public will select up to fifty (50) prize winners (“Prize Winners”) in a random drawing from among all eligible entries received. Each Prize Winner will win the prize described in <https://public.com/july4th> (“Prize”). The Sweepstakes is subject to all applicable laws and regulations and is void where prohibited.
2. **Eligibility:** The Sweepstakes is only open to natural persons who are legal residents of the fifty (50) United States and the District of Columbia and who are 18 years of age or older (or the age of majority in their state of residence, whichever is older) on the date of entry. Entrants need not possess a Public brokerage account with Open to the Public Investing, Inc. (“Public Investing”) or make any purchases to enter. Employees of Public or any of its parents, affiliates, subsidiaries, advertising and promotion agencies, and their immediate family members and households, are not eligible. THE SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD APPLY BUT HAVE NOT BEEN MET, OR WHERE THE METHOD OF ENTRY SET FORTH BELOW WOULD BE DEEMED CONSIDERATION.
3. **Sweepstakes Period:** The Sweepstakes entry period begins on July 4, 2023 at 9:00 AM EST and ends on July 4, 2023 at 11:59 PM EST (the “Sweepstakes Period”). Public’s clock is the official clock and sole determinant for purposes of determining the timeliness of all Sweepstakes submissions.
4. **How to Enter:** No purchase is necessary to enter the Sweepstakes. To enter the Sweepstakes, an Entrant must have a public Twitter or Instagram account that can accept direct messages.
 - a. **Twitter Entry.** If an Entrant does not have a Twitter account, they may create one for free by visiting www.twitter.com. To enter the Sweepstakes during the Sweepstakes Period, the Entrant must use their Twitter account to: (1) follow Public’s Twitter account at <https://twitter.com/public> if they do not already follow it; (2) locate Public’s Tweet that advertises this Sweepstakes (“Public Tweet”); and (3) Retweet the Public Tweet. In order to be eligible, all three (3) of these specified actions must be completed during the Sweepstakes Period.
 - b. **Instagram Entry.** If an Entrant does not have an Instagram account, they may create one for free by visiting www.instagram.com. To enter the Sweepstakes during the Sweepstakes Period, the Entrant must use their Instagram account to: (1) follow Public’s Instagram account at <https://www.instagram.com/publicapp> if they do not already follow it; (2) locate Public’s Instagram post that advertises this Sweepstakes (“Public IG Post”); (3) Like the Public IG Post; and (4) tag an Instagram Friend using the Comments section of the Public IG Post. In order to be eligible, all four (4) of these specified actions must be completed during the Sweepstakes Period. Note that tagging multiple friends or making multiple comments will still count as a single Instagram Entry for the Entrant.

NOTE: The Entrant must keep their Twitter or Instagram account public with the ability to accept direct messages, and the Entrant must not change their Twitter or Instagram handle until all Prizes have been awarded (as described in Sections 5 and 6).

In order to be eligible, all instructions specified above must be completed during the Sweepstakes Period. There is a limit of one entry per person. Therefore, if an Entrant submits both a Twitter Entry and an Instagram Entry during the Sweepstakes Period, the Entrant will be deemed to have submitted one entry for purposes of these Sweepstakes and prize drawing. Any late, lost, misdirected, incorrect or incomplete entries will be disqualified, and Public will not be responsible for such entries.

Entrants understand that submitting an entry does not mean they will win the Sweepstakes. Incomplete entries may be disqualified. All entries submitted become the property of Public and will not be returned. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the Twitter or Instagram account used to enter will be deemed to be the Entrant. The potential winner may be required to show proof of being the authorized account holder.

5. **Drawing; Odds; Notification:** On July 5, 2023, up to fifty (50) Prize Winners will be selected in a random drawing from among all eligible entries received. The random drawing will be conducted using AppSorteos (www.appsorteos.com). Prize Winners will be notified on July 6, 2023. If the Prize Winner submitted a winning Twitter Entry, the Prize Winner will be contacted by Direct Message via Twitter. If the Prize Winner submitted a winning Instagram Entry, the Prize Winner will be contacted by Direct Message via Instagram. Odds of winning depend on the number of eligible entries received by Public. Returned or undeliverable notifications may result in forfeiture of the prize.

6. **Prizes:** To claim this Prize, the Prize Winner must provide Public with their full name, email, and mailing address upon being notified by Public of their winning entry. Should the Prize Winner not provide this information and any other detail as reasonably requested by Public within seven (7) days after being contacted by Public, then the Prize may be forfeited and Public may randomly select another winner. Prizes are subject to availability, and Public reserves the right to substitute prizes of similar or greater value in its sole discretion. The Prize is not transferable. The Prize is limited to that specified in <https://public.com/july4th>; all other unspecified costs, fees, and expenses associated with prize award, receipt, and use are solely the responsibility of the Prize Winner. Any and all federal, state, and local taxes on a prize are the sole responsibility of the Prize Winner. Delivery of the prize may take 30 days from the date of the Prize Winner providing all information necessary to claim their prize.

7. **Publicity:** Acceptance of a prize constitutes permission to use Prize Winner's name, biography, likeness, photographs, video, voice, opinions, and statements attributable to such Prize Winner for promotional purposes by Public in any manner or media without notice, additional permission, or compensation, except where prohibited by law.

8. **Agreement to Official Rules and Decisions:** By submitting an entry, each Entrant fully and unconditionally agrees to abide by and be bound by the terms and conditions of these Official Rules and the decisions of Public, which decisions shall be final and binding on all matters pertaining to the Sweepstakes, including without limitation decisions regarding eligibility, the selection of the Prize Winners, and the interpretation of these Official Rules.

9. **General Conditions:** All prizes are awarded "as is, where is," without warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or suitability for a particular purpose. Public reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. Except as otherwise expressly provided in these Official Rules, any use of automatic, programmed, or like methods of entry (e.g., bots or scripts) will void all submissions by such methods. Public reserves the right, in its sole discretion, to terminate, modify, or suspend the Sweepstakes if, in Public's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if any factor beyond Public's reasonable control – including but not limited to viruses, bugs, unauthorized intervention, fraud, and technical difficulties or failures – corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. Public reserves the right in its sole discretion to disqualify any individual it finds or believes to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, Public reserves the right to seek damages and other remedies from any such person to the fullest

extent permitted by law. Public's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

10. Failure to Comply with Official Rules: Without limitation, a Prize Winner may be disqualified with any prize forfeited due to any of the following: (i) the Prize Winner fails to comply with any of the terms, conditions, restrictions, or limitations of these Official Rules; (ii) the Prize Winner is found to be ineligible; (iii) the Prize Winner fails to respond to the prize notification within seven (7) days after its transmission or mailing; (iv) the return of two attempted Twitter or Instagram direct messages as undeliverable; (v) the Prize Winner fails to respond to any other notice within three days after its transmission or mailing; or (vi) the return of any other notice as undeliverable. In the event of disqualification of a Prize Winner, the prize may be forfeited and may be awarded to an alternate winner selected at random.

11. Indemnification: By submitting an entry, each Entrant agrees to release, discharge, indemnify, and hold harmless Public, together with its affiliates and marketing firms, and their respective directors, officers, employees, shareholders, and agents (collectively, "Public Parties"), from and against any and all liability, injury, death, loss, or damages to Entrant or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by reason of their participation in the Sweepstakes (and/or related activities), their acceptance, possession, or use/misuse of a prize, or from any delay in receiving any prize awarded. Entrants' obligations to indemnify Public include actions arising (a) from any allegation that any entry or any related content infringes or otherwise violates the copyright, trademark, trade secret, or other intellectual property or other rights of any third party, or (b) from any other violation of these Official Rules. By submitting an entry, Entrants agree that they have no right to bring (and covenant not to bring) any claim, action, or proceeding of any kind or nature whatsoever against any Public Party in connection with this Sweepstakes. Entrants acknowledge and agree that no Public Party has now, or shall have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the non-infringement or protection of any copyright, trademark, patent, or any other claimed right or interest in related content.

12. Limitation of Liability: Public is not responsible for: (a) lost, late, damaged, destroyed, delayed, stolen, misdirected, incomplete, or illegible entries, or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware, or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; or (e) printing, typographical, electronic, or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries. Entrants agree that any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and Entrants waive all rights to claim any punitive, incidental, consequential, 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 LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

13. Governing Law: Entrants agree that any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes or any prizes awarded shall be governed in all respects by the laws of the State of New York without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be only in the state or federal courts sitting within New York County in the State of New York, without waiver of any right of Public to removal pursuant to 18 U.S.C. §§ 1441, et seq.

14. Severability: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

15. **Privacy:** Information collected from Entrants will be used by Public for the purpose of facilitating the Sweepstakes and publishing the name of the Prize Winner as well as for other purposes consistent with our privacy policy at <https://public.com/privacy-policy>.

16. **Sponsor:** Public Holdings, Inc., 6 Harrison Street, 5th Floor, New York, NY 10013.