

Modo Casino US Sweepstakes Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

The sole sponsor/promoter of the Sweepstakes is ARB Gaming, LLC d/b/a Modo.us (“**Modo**,” or “**Sponsor**”).

PARTICIPANTS IN THE SWEEPSTAKES (DEFINED BELOW) MUST REGISTER AND MAINTAIN AN ACCOUNT WITH SPONSOR AND ACCEPT THE TERMS OF USE (“**TERMS**”), WHICH IN TURN INCORPORATE AND APPLY TO THESE OFFICIAL RULES. THESE OFFICIAL RULES GOVERN AND CONTROL THE SWEEPSTAKES OFFERED BY SPONSOR AND ARE CONSIDERED TO BE PART OF THE TERMS. PLEASE NOTE THAT THESE RULES INCORPORATE SECTION 16 OF THE TERMS, WHICH INCLUDE MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS. ANY CAPITALIZED TERMS NOT EXPRESSLY DEFINED IN THESE OFFICIAL RULES HAVE THE MEANING SET FORTH IN THE TERMS.

1. Sponsor/Promoter

ARB Gaming, LLC d/b/a [Modo.us](https://modo.us), a Delaware limited liability company, whose mailing address is 13802 N Scottsdale Rd, Suite 151 – 94, Scottsdale, AZ 85254-3403, is the Sponsor/Promoter of the Sweepstakes.

The Sweepstakes is sponsored and administered solely by ARB Gaming, LLC. Apple Inc., Google, and/or Meta, are not sponsors of, affiliated with, involved with, or responsible for this Sweepstakes in any manner.

2. Eligibility

The Sponsor Sweepstakes (the “**Sweepstakes**”) is open only to legal residents of the United States (excluding Arizona, Connecticut, Delaware, Idaho, Louisiana, Maryland, Michigan, Montana, Nevada, New Jersey, New York, Pennsylvania, Rhode Island, Washington, or West Virginia, and where otherwise prohibited) who are twenty one (21) years of age or older at the time of entry. Void where prohibited by law.

The following individuals are not eligible to enter or win a Prize (defined below): officers, directors, employees, agents and representatives, of the Sponsor, its parents, subsidiaries, affiliated companies, or of any other parties involved in the operation of the Sweepstakes (Sponsor, collectively with the foregoing, the “**Sweepstakes Parties**”) and each of the immediate family members of such excluded individuals (i.e., spouses, parents, children, siblings and the “steps” of each) and all persons living in the same household of each.

By participating in this Sweepstakes, entrants (“**Entrants**” or “**Participants**”) agree to be bound by these official rules (“**Official Rules**”) and by the decisions of the Sponsor, which shall be final in all matters relating to the Sweepstakes. Winning a Prize is contingent upon fulfilling all requirements set out in these Official Rules. If a Participant is, in the Sponsor/Promoter's best judgment, determined to have participated in unethical behavior, the Sponsor/Promoter reserves the right to limit or exclude the Participant from the Sweepstakes.

The Sweepstakes is subject to all applicable federal, state, provincial, territorial and local laws and regulations. It is the sole responsibility of a Participant to determine whether the Sweepstakes is legal and compliant with all regulations in the jurisdiction in which the Participant resides.

3. Overview

Sponsor gives away sweepstakes entries referred to as “**Sweepstakes Coins**” as set out in these Official Rules. Sweepstakes Coins can only be used to play sweepstakes games for a chance to accumulate eligible Sweepstakes Coins that can be redeemed for cash and prizes (“**Prize(s)**”) subject to the terms of these Official Rules. Sweepstakes Coins cannot be purchased under any circumstances.

4. Sweepstakes Entry Period

The Sweepstakes as set forth in these Rules begins on the first day of the current month at 12:00:00 a.m. EST and is scheduled to end on the last day of the current month at 11:59:59 p.m. EST, or when Modo provides thirty (30) days’ notice of termination, whichever occurs first. Sponsor’s computer is the official time keeping device for the Sweepstakes.

5. Odds of Winning

Odds of winning virtual coins will vary for each Game and will be published by the Sponsor and visible to all Participants on the Platform.

Sponsor reserves the right to change the Prize win rates and payout odds of any of the games at any time. A participant can obtain the actual and any amended details of any game at the point of entering an amount to play in the game. It is a participant’s responsibility to check the Prize available on each occasion before they participate.

6. How to Collect Sweepstakes Coins

To participate, you must have an active account with Modo (“**User Account**”). If you do not have a User Account, you can create one free of charge at www.modou.us (the “**Site**”). To enter the Sweepstakes, a Participant must access the Site and sign into their User Account.

Once a Participant has accessed the Site, there are several potential ways for an eligible Participant to collect Sweepstakes Coins:

- A. Receive a Specific Number of Free Sweepstakes Coins By Collecting a Daily Reward (“Daily Logon Reward”):** The specific number of free Sweepstakes Coins may vary by day and will be prominently displayed on the Platform. You can receive free Sweepstakes Coins on a daily basis by taking the following steps: (i) sign into your User Account, and if you are eligible, a pop-up screen will appear for you to claim your Daily Logon Reward; and (ii) click the “Claim” button at the bottom of the Daily Logon Reward pop-up. Participants can only claim a Daily Logon Reward once per day (the daily clock resets daily at midnight ET). Participants can also win a variety of Sweepscoins from the Wheel Spin events.
- B. Receive Sweepstakes Coins as a Free Bonus When Purchasing Gold Coins:** You may receive Sweepstakes Coins as a bonus upon the purchase of specifically marked packs of Gold Coins. Gold Coins can be used for freemium play on the Platform. Gold Coins cannot be redeemed for Prizes. The number of Sweepstakes Coins a Participant will receive as a bonus for each relevant Gold Coin purchase will be identified on the Platform. All purchases of Gold Coins are final and no refunds will be given.
- C. Receive Sweepstakes Coins for Free When Entering Sweepstakes Coins No-Cost Giveaway Contests on the Modo Social Media and Marketing Pages:** The Sponsor reserves the right to hold Sweepstakes Coins no-cost giveaway contests which users can enter by following instructions that will be provided on the Modo social media pages. These giveaways may require sharing posts or answering various game related questions to be eligible for entry. The amount of Sweepstakes Coins given away will be stated on the applicable Sweepstakes Coins no-cost contest post, and will be credited to each contest winner’s account at the conclusion of the giveaway. These giveaways may be subject to additional restrictions and rules as referenced in the giveaway materials at the time of the contest, as well as in the Official Rules in effect at the time.
- D. Receive Sweepstakes Coins for Free by Referring a Friend:** Participants may receive Sweepstakes Coins by referring up to ten (10) new users in accordance with the terms on our Referral Program page.
- E. Mail-In Entry:** An Authorized Account Holder (defined below) can receive free Sweepstakes Coins via a mail-in request (“AMOE”), as follows:
- a. Receive an Envelope Request Code (as explained below) and address and deliver a standard, white, one-sided, unfolded, unlined #10 envelope, posted from the same state as the participant’s verified residential address to Sponsor at the following address:

ARB GAMING LLC
PO Box 9509
Manchester, NH 03108
 - b. Include the following information on a standard, white, one-sided, unfolded, unlined 4x6 index card in the same order as follows:

- i. the Authorized Account Holder's full name as shown on the Authorized Account Holder's government issued identification;
 - ii. the e-mail address registered to the Authorized Account Holder's Modo account;
 - iii. the residential address registered to the Authorized Account Holder's Modo account;
 - iv. the Envelope Request Code;
 - v. Include the following handwritten statement on the 4x6 index card:
 "Sweepstakes Entry! I wish to receive Sweepstakes Coins to participate in the [Insert Month Of Sweepstakes Contest] Sweepstakes Contest offered by Modo. By submitting this request, I hereby declare that I have read, understood and agree to be bound by Modo Terms of Use and these Official Rules."
 - vi. IMMEDIATELY BENEATH THE HANDWRITTEN STATEMENT, THE AUTHORIZED ACCOUNT HOLDER MUST (I) SIGN THE INDEX CARD AND (II) WRITE THE DATE OF SIGNATURE IN MM/DD/YYYY FORMAT.
- c. **LIMIT ONE (1) MAIL-IN ENTRY PER OUTER ENVELOPE.**
- d. **THE COMPANY ADDRESS AND ALL SUCH INFORMATION LISTED ON THE 4X6 INDEX CARD MUST BE HANDWRITTEN SOLELY BY THE PARTICIPANT. A Participant must ensure that their handwriting is legible.** If the Participant's handwriting is not legible, the entry will be void and the Sweepstakes Coins will not be credited to the participant's User Account. The legibility of a Participant's handwriting will be determined by Sponsor/Promoter in its sole discretion. Participants must personally and physically handwrite each index card with the Envelope Request Code generated on that Participant's User Account, cards submitted for or on behalf of any other person will be void. Cards completed utilizing any method which simulates handwriting will not be accepted and will subject the participant to forfeit all entries, account closure, and/or any other action deemed necessary in Sponsors sole discretion.
- e. The signature on the postcard must match, in Modo's sole discretion, the signature on the verified identification card on Authorized Account Holder's Modo Account.
- f. An Envelope Request Code is a unique combination of 12 digits that participants can obtain by following the steps outlined in these Official Rules. An Envelope Request Code is unique, can only be used once and expires 30 days after it is displayed. The purpose of an Envelope Request Code is to assist with the efficient

and effective processing of a participant's Request Card. Request Cards containing an expired Envelope Request Code at the time of processing will be void. **AN ENVELOPE REQUEST CODE CAN ONLY BE USED BY THE PARTICIPANT WHOSE CUSTOMER ACCOUNT WAS USED TO GENERATE THAT ENVELOPE REQUEST CODE.** Any participant suspected by Sponsor to have directly or indirectly provided a Envelope Request Code to another person may, in the sole discretion of Sponsor, be disqualified and lose their eligibility to participate in the Sweepstakes. An Envelope Request Code can be obtained by following the following steps:

- i. sign into your User Account;
 - ii. [click on the "Envelope Code Request" link on the home screen and follow the prompts.] The Envelope Request Code is then displayed for a period of time to enable a Participant to record it on their Request Card.
- g. A Participant will receive [three (3)] Sweepstakes Coins per mail-in request. Subject to verification and compliance as set forth in these Official Rules, the Sweepstakes Coins will be added to the Participant's User Account.

If Modo believes, in its sole discretion, that an Entrant is abusing the AMOE process or otherwise engaging in conduct prohibited by, or not in accordance with, these Rules or the Terms of Use, the Company may take any action permitted by these Rules or the Terms of Use, including but not limited to, terminating a user account, suspending or voiding an AMOE request, or requiring a video verification process. Sweepstakes Coins may be forfeited if a participant's User Account is closed for any reason, including at the Sponsor's discretion.

7. Using Sweepstakes Coins to Play Games

Entrant must be the Authorized Account Holder of the e-mail address used in connection with the Entry. The "**Authorized Account Holder**" is defined as the natural person to whom the e-mail address is assigned by an internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Participants with Sweepstakes Coins can use their Sweepstakes Coins to play sweepstakes games on the Platform for a chance to win additional Sweepstakes Coins. Sweepstakes Coins accumulated through game play can be redeemed for Prizes of monetary value in accordance with these Rules.

Only games played with Sweepstakes Coins provide the opportunity to win additional Sweepstakes Coins that may be redeemed for Prizes subject to these Rules.

Sweepstakes Coins that have been won through game play (rather than collected using one of the methods described in Section 6 above) and are accumulated by Participant may be redeemed for

a Prize, subject to maximum and minimum Prize redemption amounts stated in these Official Rules. Sweepstakes Coins possess no real monetary value and may only be used to request a Prize redemption to be approved and processed by the Sponsor. Approval is subject to participant completing all verifications to confirm eligibility and adherence to all Sweepstakes Rules and Terms of Use of the Platform.

The use of automated or systematic methods of play to win and/or redeem Sweepstakes Coins for Prizes is strictly prohibited. Utilizing methods such as utilizing multiple accounts and identities and other collusive methods are not permitted and may result in account closure and forfeiture of Sweepstakes Coins, in the sole discretion of Sponsor.

Sponsor's decisions as to the administration and operation of the Sweepstakes, the game and the amount of winnings are final and binding.

Sweepstakes Coins obtained by any method in Section 6 are not immediately available for redemption of a Prize and must be used at least once in a Sweepstakes Coins game before they shall be considered eligible toward a Prize redemption request. Sponsor may, in its sole discretion, require that any Sweepstakes Coins allocated to a Participant under any method in Section 6 must be used more than one time (not exceeding 30 times) in any combination of Sweepstakes Coins games before they are eligible to be redeemed.

8. Verification & Confirmation of Potential Winners

POTENTIAL SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR/PROMOTER (IN ANY MANNER IT MAY CHOOSE) AND THE DECISIONS OF SPONSOR ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE ONLINE SCREEN INDICATES THEY ARE, UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAS BEEN VERIFIED AND THE PARTICIPANT HAS FULLY COMPLIED WITH THESE OFFICIAL RULES AND BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR/PROMOTER WILL NOT ACCEPT SCREEN SHOTS OR OTHER PURPORTED EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

Participants may be required to successfully complete a Know-Your-Customer ("KYC") Verification process provided by the Sponsor to validate eligibility to participate before redeeming any Prize. This may include, but is not limited to, providing proof of a valid government-issued photo identification, biometric facial scan recognition, proof of address, and validation of SSN.

Potential Prize winners must comply with these Official Rules, and winning is contingent upon fulfilling all requirements.

If a potential winner cannot be contacted, fails to properly execute and return any required affidavit/declaration of eligibility and liability/publicity release within the required time period (if applicable), fails to comply with these Official Rules, or if the Prize or Prize notification is returned as undeliverable, that potential winner forfeits the Prize.

9. Prizes and Prize Redemption

The right to receive a Prize cannot be transferred or assigned.

The Prize is subject to availability, and if the Prize cannot be awarded for any reason, Sponsor reserves the right in its sole discretion to substitute the Prize with one of comparable or greater retail value. No Prize substitution is permitted, except at the sole discretion of the Sponsor. We reserve the right, in our sole discretion, to refund purchases in lieu of processing a Prize redemption.

Sponsor reserves the right to charge handling and/or payment processing fees for processing the redemption of Prizes.

Each winner is solely responsible for all federal, state, local, or other applicable taxes associated with the acceptance and use of the Prize. Each winner agrees and acknowledges that Sponsor may be required to withhold and remit a portion of Prize value to comply with applicable tax laws. Each winner also agrees to provide Sponsor with a valid social security number or any other information Sponsor may require in connection with applicable tax reporting or withholding requirements or other laws or regulations.

All costs and expenses associated with Prize acceptance and use not specifically provided herein are the responsibility of the winner.

You acknowledge and agree that in some circumstances it may take up to 30 days to process the payment of any redeemed Prizes to you. Redemption of Prizes may experience delays due to our identity verification process. At Sponsor's sole discretion Prize redemptions may from time to time require a longer processing time than usual due to security and fraud checks and may also be allocated in more than one equivalent lump sum. We make our best efforts to process requests within the quoted amount of time but do not guarantee processing times for Prizes.

We will only process one Prize redemption request per customer account in any 1 day period.

Unless otherwise displayed on the Platform, to redeem a gift card Prize, you must have at least twenty (20) sufficiently played-through Sweepstakes Coins. To redeem a cash Prize, you must have at least one hundred (100) sufficiently played-through Sweepstakes Coins.

The maximum redemption of a Prize won by a single participant during any Sweepstakes Entry Period is limited to the value of US \$5,000 in Florida per Sweepstakes Entry Period (“**Maximum Redemption**”). Any requested redemption in excess of the Maximum Redemption will not be paid to the participant during the period, but must be deferred until the next Sweepstakes Entry Period.

Redemptions may only be processed upon completion of our identity verification process and redemption method verification. All redemption methods must be in the name associated with the account making the redemption. Users may be required to provide proof of payment methods used to purchase Gold Coin packages on modo.us. Any modification or falsification of

documentation will result in immediate and permanent account closure and forfeiture of any prizes accrued. If a user's total redemption value exceeds \$600, the user will need to provide a social security number prior to the redemption for tax purposes.

You acknowledge and agree that we may, in our sole discretion, from time to time, appoint one or more payment administration agents to accept payments from players on our behalf. A payment administration agent will have the same rights, powers and privileges that we have under the Terms and these Official Rules and will be entitled to exercise or enforce their rights, powers and privileges as our agent or in their own name. In no event shall we be liable to any player for any loss, damage or liability resulting from the payment administration agent's negligence and/or acts beyond the authority given by us.

If we mistakenly credit your User Account at any time with Sweepstakes Coins that do not belong to you, whether due to a technical error, human error, or otherwise, the amount will remain property of Sponsor and will be deducted from your Customer Account. If you have been issued a Prize that does not belong to you, the value of the mistakenly issued Prize will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by you to us. In the event of an incorrect crediting, you are obliged to notify customer support at support@modo.us. Sponsor, at all times, reserves the right to deduct Sweepstakes Coins from your User Account or otherwise charge or adjust your account to correct errors.

It is your responsibility to retain copies of transaction records and these Official Rules as updated from time to time.

10. Disputes

Section 16 of the Terms (Binding Arbitration and Class Action Waiver Agreement) is incorporated herein by reference with the same force and effect as though fully set forth herein. By agreeing to these Official Rules, you agree to be bound by Section 16 of the Terms.

11. Entry Conditions & Release

By participating, each Participant agrees to:

- (a) comply with and be bound by:
 - i. the Terms of Use, including without limitation, any ethical provisions as set forth in the Terms of Use;
 - ii. these Official Rules; and
 - iii. the decisions of the Sponsor which are binding and final.
- (b) release and hold harmless the Sponsor/Promoter and its parent, subsidiary, and affiliated companies, the Prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present

officers, directors, employees, agents and representatives (collectively, the “**Released Parties**”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Participant’s entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of Prizes (including any travel or activity related thereto) and/or the broadcast, and exploitation or use of entry.

12. Publicity

Except where prohibited by law, by accepting a Prize, the winner hereby grants Sponsor and its representatives an irrevocable, perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to use, distribute, and publicly display the winner’s name, the contents of any posts, and information about the Prize award, in any way, at any time, in any and all media, including without limitation, for use in advertising and marketing, without any additional approval or consideration. By accepting a Prize, the winner represents and warrants that he or she has the right to grant the foregoing license.

13. Damages and Disqualification

Sponsor may actively seek damages from any person acting in bad faith to undermine the legitimate function of the Sweepstakes to the fullest extent permitted by law. You may be disqualified from the Sweepstakes if you violate these Official Rules or our Terms or Use.

Sponsor reserves the right in its sole discretion to disqualify any individual it finds 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 a disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In all other cases, Sponsor reserves the right to cancel, suspend, and/or modify the Sweepstakes. Any notice regarding cancellation, suspension, and/or modification will be posted on the Platform.

14. General Terms

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes or these Official Rules, or any part of the Sweepstakes or these Official Rules, with immediate effect owing to circumstances outside its reasonable control and only where circumstances make it unavoidable if any fraud, technical failures or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion.

Any notice regarding cancellation, suspension and/or modification will be posted by Sponsor on the Website. In the event of modifying the sweepstakes, a participant's continued enrollment and/or participation in the Sweepstakes constitutes acceptance of the modified terms.

Any Participant posting or seen to be posting comments on Sponsor's social media pages or elsewhere during the course of the Sweepstakes that are considered bullying, spiteful, or upsetting to other participants or any other user of the Platform, or directly aimed at Sponsor, will have their comments removed and will be disqualified from the Sweepstakes. Sponsor reserves the right to alert the operators of any social media sites to any such behavior.

15. Governing Law

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of entrants and the winner, and the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Delaware, without giving effect to any choice of law or conflict of law rules.

If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

16. Privacy

Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected and used by Sponsor and its designees for the administration and fulfillment of the Sweepstakes and as otherwise described in these Official Rules and Sponsor's Privacy Policy available at modo.us/privacy.

17. Winners List

For a list of the winners, send an email to support@modo.us with "Winners List Request" in the subject line, you must include the month of the sweepstakes for which you are making the request. If the request is for a specific tournament you must include the name and date of the tournament in the subject line. Requests must be received no later than sixty (60) days after the end of the Sweepstakes Entry Period.