

Terms & Conditions for the BUKU 2022 Festival Collection Curated by Autograph

The BUKU 2022 Festival Collection by Autograph (the “Collection”) is a limited edition release of NFT collectibles (“Collectibles”) associated with the BUKU Music + Art Project event (“BUKU 2022”) produced by Winter Circle Productions, LLC, AEG Presents, LLC (“AEG”), and their parents and affiliates (collectively, “WC”). By purchasing, redeeming or receiving a Collectible, you agree to be bound by these Terms & Conditions in addition to Autograph’s Terms of Service at <https://go.autograph.io/tos>; if you do not agree to these Terms, please do not purchase, redeem or receive a Collectible.

Purchase Dates and Collectibles:

Autograph will be releasing three (3) types of Collectibles as part of this Collection.

The specific times and dates for events in this Collection are set forth below (which may be subject to change from time to time in Autograph’s (“**the Company’s**”) sole discretion):

#	NFT Name	Drop Type	Drop Start Time	Drop End Time
1	1-of-1 Graffiti Artist NFTs	Fiat Auction	Friday (3/25/22) at 1pm ET	Monday (3/28/22) at 3pm ET, subject to extension (per below)
2	BUKU x Autograph 2022 Commemorative NFTs	Redemption	n/a	Deadline to Redeem 11:59pm ET on 4/15/2022
3	BUKU 2022 by You Make Your Own NFTs	Redemption	n/a	Deadline to Redeem 11:59pm ET on 5/06/2022

The 1-of-1 Graffiti Artist Collectibles

Graffiti Artist’s Name	Art Piece Name	Edition Count	Auction Start Time	Auction End Time
Fat Kid	States of a dancing white worm, the Devils,	1 / 1	3/25/2022 1PM ET	3/28/2022 3PM ET

	and the infected individuals in turn			
CeAux	Vieux Dew	1 / 1	3/25/2022 1PM ET	3/28/2022 3PM ET
MONICA ROSE	Dancing Roots	1 / 1	3/25/2022 1PM ET	3/28/2022 3PM ET
MEEK	As Above So Below	1 / 1	3/25/2022 1PM ET	3/28/2022 3PM ET
DVOTE	Ancient Aliens Number 2	1 / 1	3/25/2022 1PM ET	3/28/2022 3PM ET
HUGO GYRL	Working the Corner	1 / 1	3/25/2022 1PM ET	3/28/2022 3PM ET
PAWS	Under the Bridge	1 / 1	3/25/2022 1PM ET	3/28/2022 3PM ET
The Reader	Rail Spit	1 / 1	3/25/2022 1PM ET	3/28/2022 3PM ET

The 1-of-1 Graffiti Artist Collectibles (#1 in the table above) will be sold by timed auction on (and administered by) OpenSea, a Third Party Platform. Per OpenSea, the auction will sell the NFT to the highest bidder (also known as an English auction). All bids must be at least 5% higher than the previous bid and only bids in the same payment token as the auction will be counted towards the winning bid. The auction is anticipated to start at 1 p.m. Eastern Time on Friday, March 25, 2022. To begin bidding, you must place a bid equal to or greater than the minimum bid.

The auction is scheduled to end at 3 p.m. on Monday, March 28, 2022, but any bids made in the last 10 minutes of an auction will extend that auction by 10 more minutes. Popular auctions are often extended by new bids offered in the last 10 minutes and may be extended for up to a week. By participating in this auction, you agree to be bound by the outcome of the bidding as determined by OpenSea in its sole and exclusive discretion. The bidder who OpenSea determines, in its sole discretion, has the highest (*i.e.*, “winning”) bid as of the end of the auction is the “Auction Winner.”

Commemorative NFTs

To be eligible for the BUKU x Autograph 2022 Commemorative NFT (the “Commemorative NFT”), you must have purchased a ticket to or registered a wristband for BUKU 2022, establish an Autograph account, link your External Non-Custodial Wallet to your Autograph account, and consent to the AEG opt-in during the redemption user flow, as explained below.

To redeem the Commemorative NFT, if you purchased a ticket or registered a wristband for BUKU 2022, you will receive an e-mail or other instructions from AEG by 11:59pm ET on April

8, 2022 (with timing subject to change), which will include a link to a page on autograph.io where you can claim your Commemorative NFT, and instructions on what to do next. The e-mail will be directed to the e-mail address that you provided during the BUKU Festival ticket purchase process or wristband registration, as applicable. Timing of when you receive your e-mail or other instructions may vary; please [contact](#) AEG if there are any issues with your receipt of your e-mail or other instructions. After you receive your e-mail or other instructions, but no earlier than April 9, 2022 at 12:01 a.m. Pacific Time, and ending at 11:59 p.m. Pacific Time on April 15, 2022 (the “Commemorative NFT Promotion Period”), you may follow the link in the e-mail to a user redemption flow. If you already have an account on Autograph, you will be prompted to log in, or, if you do not have an account, you will be prompted to create one. You must then link your External Non-Custodial Wallet to your Autograph account if you have not already done so. Currently, Coinbase Wallet, MetaMask Wallet and WalletConnect can be associated with your user account on [Autograph.io](https://autograph.io); for instructions on how to do so, please visit [this blog post](#). After account log-in or creation and linking your External Non-Custodial Wallet, as applicable, you will be redirected to a page where you can redeem your unique link. The Commemorative NFT may be visible in your Autograph account within 24 hours. The Commemorative NFT is a souvenir of your attendance at BUKU 2022. The Content associated with your Commemorative NFT will be one of six variations, which will be allocated sequentially to eligible recipients (*i.e.*, the first user in line gets version number one, the second user in line gets version number two, the third user in line gets version number three; after a user receives version number six, the next user in line receives version number one, and so on). By redeeming your unique link, you agree to accept any one of the six potential variations of Content. Each Commemorative NFT, regardless of variation in the associated Content, has a monetary value of \$0. One (1) Commemorative NFT per e-mail address.

Make Your Own NFTs

Autograph will have a sponsor booth at the 2022 BUKU festival in New Orleans. Attendees to the 2022 BUKU festival can visit the Autograph booth and create a BUKU 2022 by You Make Your Own NFT (the “Make Your Own NFT”) using a tablet to select and arrange pre-selected creative elements, including BUKU photographs and artists’ graffiti tags (the “Make Your Own NFT Creation Process”). One (1) Make Your Own NFT per person. When you create a Make Your Own NFT, you own the NFT but you do not obtain or possess any intellectual property rights in the Content of the Make Your Own NFT, including any rights in underlying elements and/or selection or arrangement of such elements, except for the license grants expressly set forth in Section 5 (“License to Content”) of the Autograph [Terms of Service](#). As between Autograph and you, Autograph retains all right, title and interest in and to the Make Your Own NFT and any and all associated creative elements, including, but not limited to, use for marketing and advertising purposes.

In order to redeem a Make Your Own NFT, you must create an NFT at the Autograph sponsor booth at BUKU 2022, establish an Autograph account, link your External Non-Custodial Wallet to your Autograph account, and consent to the AEG opt-in during the redemption user flow.

To redeem the Make Your Own NFT, if you created an NFT at the Autograph sponsor booth at BUKU 2022, you will receive an e-mail or other instructions from Autograph by 11:59pm ET on April 6, 2022 (with timing subject to change), which will include a link to a page on autograph.io where you can claim your Make Your Own NFT, and instructions on what to do next. The e-mail will be directed to the e-mail address that you provided during the Make Your Own NFT Creation Process. Timing of when you receive your e-mail or other instructions may vary; please contact support@autograph.io if there are any issues with your receipt of your e-mail or other instructions. After you receive your e-mail or other instructions, but no earlier than April 7, 2022 at 12:01 a.m. Pacific Time, and ending at 11:59 p.m. Pacific Time on May 6, 2022 (the “Make Your Own NFT Promotion Period”), you may follow the link in the e-mail to redeem your Make Your Own NFT. If you already have an account on Autograph, you will be prompted to log in, or, if you do not have an account, you will be prompted to create one. You must then link your External Non-Custodial Wallet to your Autograph account if you have not already done so. Currently, Coinbase Wallet, MetaMask Wallet and WalletConnect can be associated with your user account on [Autograph.io](https://autograph.io); for instructions on how to do so, please visit [this blog post](#). After account log-in or creation and linking your External Non-Custodial Wallet, as applicable, you will be redirected to a page where you can redeem your Make Your Own NFT by providing the same e-mail address you used in the Make Your Own NFT Creation Process. The Make Your Own NFT may be visible in your Autograph account within 24 hours. The Make Your Own NFT is a souvenir of your attendance at BUKU 2022. Each Make Your Own NFT, regardless of variation in the associated Content, has a monetary value of \$0.

NFT Utility:

Utility for #1 - 1-of-1 Graffiti Artist NFT

The Auction Winner of each “1-of-1 Graffiti Artist NFT” Collectible shall be eligible to receive: (i) two (2) VIP tickets to BUKU 2023; and, for so long as the Auction Winner continues to hold their 1-of-1 Graffiti Artist NFT, (ii) access to the private Discord community; and (iii) access to unlockable scenes from BUKU 2022 (items (i), (ii) and (iii) are collectively the “Graffiti Artist Utility”). In order to be eligible for the Graffiti Artist Utility, you must establish an Autograph account and link the External Non-Custodial Wallet that is holding the 1-of-1 Graffiti Artist NFT to your Autograph account. By purchasing a 1-of-1 Graffiti Artist NFT and completing the foregoing steps, you consent to allow Autograph to share collected information with AEG. Only the Auction Winner will be eligible to receive the two (2) VIP tickets to BUKU 2023 (the VIP

tickets to BUKU 2023 and access to the Discord server as described herein are collectively referred to as “Redeemables”). The requirements set forth in the paragraph above are collectively the “Eligibility Criteria.” For clarity, if the Auction Winner ceases to hold their 1-of-1 Graffiti Artist NFT, the Auction Winner will no longer have access to the private Discord Community or unlockable scenes, and this utility will transfer to the then-current holder of such Collectible.

After an Auction Winner completes the Eligibility Criteria, Autograph will send an e-mail (or e-mails) to such Auction Winner to the e-mail address associated with their Autograph account to confirm their purchase of the “1-of-1 Graffiti Artist” Collectible and provide instructions on how to redeem the VIP tickets to BUKU 2023. Autograph will send an email at a later date with further instructions to access the private Discord community.

PLEASE NOTE, IF YOU DO NOT SATISFY THE ELIGIBILITY CRITERIA, YOU WILL NOT BE ELIGIBLE TO RECEIVE THE GRAFFITI ARTIST UTILITY, AND AUTOGRAPH WILL HAVE NO ABILITY AND NO OBLIGATION TO DELIVER SUCH UTILITY TO YOU. IF YOU ARE UNWILLING TO SATISFY THE ELIGIBILITY CRITERIA TO RECEIVE THE GRAFFITI ARTIST UTILITY, DO NOT BID ON OR PURCHASE A 1-OF-1 GRAFFITI ARTIST NFT.

Utility for #2 - Commemorative NFT

In order to be eligible for the Commemorative NFT Utility (defined below), you must establish an Autograph account, link your External Non-Custodial Wallet to your Autograph account, and opt-in to data sharing with AEG through the redemption user flow. Each holder of a Commemorative NFT shall be eligible to receive: (i) access to the private Discord community; and (ii) access to unlockable scenes from BUKU 2022 (items (i) and (ii) are collectively the “Commemorative NFT Utility”). Autograph will send an email at a later date with further instructions to access the private Discord community. For clarity, only a current holder of a Commemorative NFT will have access to the Commemorative NFT Utility; if a recipient of a Commemorative NFT ceases to hold that Collectible, the original recipient will no longer have access to the private Discord Community or unlockable scenes, and this utility will transfer to the then-current holder of such Collectible.

Utility for #3 - Make Your Own NFT

In order to be eligible for the Make Your Own NFT Utility (defined below), you must establish an Autograph account, link your External Non-Custodial Wallet to your Autograph account, and opt-in to data sharing with AEG through the redemption user flow. Each user who creates and redeems a Make Your Own NFT shall be eligible to receive: (i) access to the private Discord

community; and (ii) access to unlockable scenes from BUKU 2022 (items (i) and (ii) are collectively the “Make Your Own NFT Utility”). Autograph will send an email at a later date with further instructions to access the private Discord community. For clarity, only a current holder of a Make Your Own NFT will have access to the Make Your Own NFT Utility; if a recipient of a Make Your Own NFT ceases to hold that Collectible, the original recipient will no longer have access to the private Discord Community or unlockable scenes, and this utility will transfer to the then-current holder of such Collectible.

Additional Terms: Your purchase or receipt of any Collectible is subject to these Terms and Conditions and Autograph’s Terms of Service at <https://go.autograph.io/tos>. If you violate any of Autograph’s Terms of Service, in addition to all other available remedies, you may be deemed ineligible to purchase or receive any Collectibles or to make use of associated utility.

TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL WC, LFG NFTS, CORP., OR ANY OF THEIR PARENTS, OR AFFILIATES, OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS AND LICENSORS BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE BREACH OR ALLEGED BREACH OF ANY OF THESE TERMS. SOME JURISDICTIONS (SUCH AS THE STATE OF NEW JERSEY) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. NEITHER THIS DOCUMENT NOR ANY RELATED COMMUNICATION CONSTITUTES TAX ADVICE, AND USERS ARE SOLELY RESPONSIBLE FOR DETERMINING WHAT, IF ANY, TAXES APPLY TO THEIR INTERACTION WITH COLLECTIBLES.

Autograph and WC are not responsible if BUKU 2022 is delayed, postponed or canceled for any reason, if the Redeemables are unavailable for any reason, or if you are deemed ineligible to participate for reasons outside of WC’s control (including, without limitation, your failure to timely redeem the Redeemables; or, failure to provide complete or timely registration or health and safety information) in which event some or all of Redeemables may be forfeited in its entirety and no substitution will be provided except as in WC’s sole discretion. Neither Autograph nor WC will be responsible for travel disruptions, flight cancellations or delays, or cancellation or postponement of BUKU 2022 or BUKU 2023, or any related activities for any reason, including but not limited to, COVID-19 outbreaks and protocols, other illness or any other reason.

Any expenses and incidental travel costs not specifically identified as a Redeemable, including, but not limited to, air transportation; ground transportation; transfers; meals; beverages; insurance; gratuities; souvenirs, etc. are your sole responsibility. You understand any

vaccination and/or testing requirements required to attend BUKU 2022 or 2023 and related activities, and it is your responsibility to comply with such requirements.

Warranty Disclaimers and Assumption of Risk. You represent and warrant that you (a) are the age of majority in your place of residence (which is typically 18 years of age in most U.S. states) and have the legal capacity to enter into this Agreement, (b) that you will use and interact with your Collectibles only for lawful purposes and in accordance with this Agreement, and (c) that you will not use your Collectibles to violate any law, regulation or ordinance or any right of WC, its licensors or any third party, including without limitation, any right of privacy, publicity, copyright, trademark, or patent. You further agree that you will comply with all applicable law.

THE COLLECTIBLES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, AUTOGRAPH AND WC EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. AUTOGRAPH AND WC MAKE NO WARRANTY THAT THE COLLECTIBLES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. AUTOGRAPH AND WC MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT RELATED TO THE COLLECTIBLES.

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COLLECTIBLES ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK, WHICH NEITHER AUTOGRAPH NOR WC CONTROL. AUTOGRAPH AND WC DO NOT GUARANTEE THAT AUTOGRAPH OR WC OR ANY WC PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT

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Assumption of Risk. You accept and acknowledge all risks associated with the following:

- (a) you are solely responsible for determining what, if any, taxes apply to your purchase, sale, or transfer of Collectibles. WC is not responsible for determining or paying the taxes that apply to such transactions.
- (b) WC does not store, send, or receive cryptocurrency assets. Any transfer of cryptocurrency assets occurs within the supporting blockchain that is not controlled by WC. Transactions in Collectibles may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions of a Collectible shall be deemed to be made when recorded on a public blockchain ledger, which is not necessarily the date or time that Purchaser initiated the transaction.
- (c) There are risks associated with using an Internet based digital asset, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. WC will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when effecting Collectible transactions, however caused. WC does not store your password, passkey, private key or other credentials needed to access the Collectibles following sale, and will not be able to recover such items if you should lose them. You should keep a copy of your password, private key or passkey in a secure location.
- (d) Digital assets, including blockchain based assets such as Collectibles, are subject to developing laws and regulations throughout the world.
- (e) Transactions involving a Collectible may rely on third-party platforms to perform transactions. If WC is unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if WC violates or cannot

comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and interactions of a Collectible may suffer.