Terms & Conditions for the Tony Hawk Last Trick Skateboard Collection

The Tony Hawk Last Trick Skateboard Collection (the “Collection”) is a limited edition release of NFT collectibles (“Collectibles”). By purchasing a Collectible, you agree to be bound by these Terms & Conditions in addition to Autograph’s Terms of Service at https://terms.autograph.io/tos.pdf; if you do not agree to these Terms, please do not purchase a Collectible.

Purchase Dates and Collectibles:

Autograph will be releasing five (5) 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):

<table>
<thead>
<tr>
<th>#</th>
<th>NFT Name</th>
<th>Edition Count</th>
<th>Drop Type</th>
<th>Drop Start Time</th>
<th>Drop End Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tony Hawk Signed Frontside Cab Skateboard</td>
<td>1/1</td>
<td>Surprise giveaway</td>
<td>Recipient selected 4/13/22</td>
<td>Giveaway on 4/18/22</td>
</tr>
<tr>
<td>2</td>
<td>Tony Hawk Signed Finger Flip Skateboard</td>
<td>1/1</td>
<td>Fiat auction</td>
<td>4/19/22 at 12pm ET</td>
<td>4/20/22 between 5:00 - 5:15pm ET</td>
</tr>
<tr>
<td>3</td>
<td>Tony Hawk Signed Gymnast Plant Skateboard</td>
<td>1/1</td>
<td>Fiat auction</td>
<td>4/20/22 at 12pm ET</td>
<td>4/21/22 between 5:00 - 5:15pm ET</td>
</tr>
<tr>
<td>4</td>
<td>Tony Hawk Signed Magic Dance Skateboard</td>
<td>1/1</td>
<td>Fiat auction</td>
<td>4/21/22 at 12pm ET</td>
<td>4/22/22 between 5:00 - 5:15pm ET</td>
</tr>
<tr>
<td>5</td>
<td>Tony Hawk Signed Varial 540 Skateboard</td>
<td>1/1</td>
<td>Fiat auction</td>
<td>4/22/22 at 12pm ET</td>
<td>4/25/22 between 5:00 - 5:15pm ET</td>
</tr>
</tbody>
</table>
For item #1 ("Tony Hawk Signed Frontside Cab Skateboard"), Autograph randomly selected a recipient from among Eligible Users (as defined below) on or around April 13, 2022. To be an "Eligible User," an individual must have, before April 13, 2022: (i) established and maintained in good standing an Autograph user account; (ii) linked that account with their DraftKings Account; (iii) linked their Autograph user account to their Discord account; and (iv) held, as of April 13, 2022, one or more Tony Hawk NFTs in their DraftKings Account (i.e., a Tony Hawk Preseason Access Pass and/or a Collectible from the Tony Hawk Last Trick Collection). Autograph will attempt to contact the Eligible Recipient who has been selected to receive item #1 (the “Giveaway Recipient”) through the Discord ID and/or e-mail address associated with the Giveaway Recipient’s Autograph account. If Autograph does not receive a response to the e-mail and/or direct message in Discord within 24 hours of sending such e-mail or Discord direct message, Autograph reserves the right in its sole and exclusive discretion to select a different Eligible User to receive that item based on its records as of April 13, 2022. When Autograph makes contact with either the initial Giveaway Recipient or a subsequently selected Giveaway Recipient, as applicable, subject to its receipt of necessary information from the Giveaway Recipient and the Giveaway Recipient’s agreement to these Terms & Conditions, it will arrange for the delivery to the Auction Winner of item #1 and the accompanying physical skateboard, as directed by the Giveaway Recipient.

Items #2-#5 will be sold by auction on (and administered by) the DraftKings Marketplace.

The official rules for that Auction will be provided by DraftKings on the sale page and are included in its FAQ, but in general the auction will be conducted as a “candle-style English Auction.” The auctions are anticipated to start at the respective times listed above. Users may not withdraw bids, and the high bid can be found on the Auction Details page. In order to place a new bid while a bid is outstanding, users must enter a bid amount equal to or greater than the current bid plus the bid increment.

Users must have 100% of the amount they are bidding in their DraftKings account to place a bid. If not fully funded, a bid is not accepted. Per DraftKings, 100% of the top bid will be held in escrow and will not be available to the user for other purchases or withdrawal while in escrow. When the top bidder is outbid, the funds for that user are released from escrow, and the funds from the new top bidder are then placed in escrow. When the auction is complete, the winning bidder’s escrowed funds are disbursed to complete the purchase.

Each auction is scheduled to end at a randomly selected time within the ranges identified in the chart above. Setting a random end time within the stated range helps promote fairness and limit “bid sniping.” By participating in this auction, you agree to be bound by the outcome of the bidding as determined by DraftKings in its sole and exclusive discretion. The person who DraftKings determines, in its sole discretion, has the highest (i.e., “winning”) bid as of the end of the auction is the “Auction Winner.”

If, as of the time of their winning bid, the Auction Winner (i) established and maintained in good
standing an Autograph user account; (ii) linked that account with their DraftKings Account; (iii) linked their Autograph user account to their Discord account, then items #2-#5 will include in the purchase the signed physical skateboard corresponding to the respective Collectible. Autograph reserves the right, in its sole and exclusive discretion, to waive one or more of the criteria outlined as (i), (ii) and (iii) in this paragraph. Within 72 hours following the conclusion of each Auction, Autograph will attempt to contact the respective Auction Winner at the e-mail address and/or the Discord ID associated with the Auction Winner’s Autograph account, or otherwise in its sole and exclusive discretion. When Autograph makes contact with a respective Auction Winner, subject to Autograph’s receipt of necessary information from the Auction Winner, it will arrange for the delivery to the Auction Winner of the physical skateboard corresponding to the respective Collectible that the Auction Winner purchased, as directed by the Auction Winner. If Autograph is unable to contact and receive a response enabling fulfillment from an Auction Winner after undertaking a reasonable effort to contact such Auction Winner, Autograph reserves the right to retain the applicable physical skateboard and/or otherwise dispose of it in its sole and exclusive discretion. PLEASE NOTE that only the Auction Winner (i.e., the initial purchaser at auction of the respective Collectible) is eligible to receive the physical skateboard corresponding to the Collectible, and Autograph assumes no responsibility for any transaction alleging the inclusion of such items in connection with any Collectible in this Collection or otherwise.

Additional Terms: Your purchase or receipt of any Collectible is subject to these Terms and Conditions and Autograph’s Terms of Service at https://terms.autograph.io/tos.pdf. 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 physical items.

Autograph’s obligation to provide a physical skateboard to a Giveaway Recipient and/or each Auction Winner (each, a “Recipient”) is satisfied and extinguished upon its deposit of such item with the United States Postal Service or a reputable third-party commercial carrier (e.g., FedEx, UPS) addressed to Giveaway Recipient and/or Auction Winner at the address provided by such Recipient. Autograph assumes no liability for errors or intervening events that result in a Recipient failing to receive a physical skateboard.

Any information collected on Autograph.io is by Autograph and shall be subject to Autograph’s Privacy Policy, located here: https://terms.autograph.io/privacy.pdf.

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