

“TREVOR PAGLEN LP AND PRINT GIVEAWAY” OFFER TERMS

Agreement to Official Terms.

Participation in the “Trevor Paglen LP and Print Giveaway” Offer (the “Offer”) constitutes recipient’s full and unconditional agreement to and acceptance of these terms (“Terms”) and the decisions of The Pace Gallery LLC (“Pace”) and Trevor Paglen (the “Artist”), which are FINAL AND BINDING in all respects. Each recipient acknowledges that the recipient satisfies all requirements set forth herein. Receiving an LP (as defined below) and a Print (as defined below) is contingent upon fulfilling all requirements set forth herein.

Eligibility and How to Claim your LP and Print.

Offer is only available to persons within the United States and who are at least 18 or older. The Offer is not available where prohibited or restricted by law. The Offer is subject to all applicable federal, state and local laws and regulations.

Eligible persons who hold one of the non-fungible tokens (each, an “NFT”) on Artblocks.io (“Artblocks”) from the Artist’s PRELUDE collection (the “Collection”) on April 5, 2023 (each, an “Eligible NFT”) will be eligible to receive a limited-edition LP created by the Artist (each, an “LP”) and a gelatin silver print (each, a “Print”). The terms of the Offer are non-negotiable.

In order to claim ownership of an LP and a Print, the eligible person who holds an Eligible NFT (“NFT Holder”) must successfully find the claim code hidden in that Eligible NFT (the “Claim Code”). Once the NFT Holder has located the Claim Code, they must validly submit the Claim Code and wallet verification by July 5, 2023 at the following website: cyclopsgroup.art (the “LP Claim Website”). Claim Codes not redeemed by 11:59 pm EST on July 5, 2023 will be void. Each Eligible NFT has its own unique Claim Code that can only be used once. Once a Claim Code is used, it is no longer valid. A valid U.S. mailing address and method of payment for shipping must be entered on the LP Claim Website. The cost of shipping will be paid at such time that the payment information is entered on the LP Claim Website. The price will vary based on the shipping location. For the avoidance of doubt, shipping expenses will be the responsibility of the NFT Holder. The LP and Print will be mailed to the valid U.S. mailing address after payment for shipping has been received in full.

Liability for an irregular Claim Code is limited to providing another Claim Code, while supplies last, subject to verification of original Claim Code irregularity. Claim Codes generated by script, macro or other automated means or by any means which subvert the submission process are void.

LPs and Prints are expected to be delivered mid-May through August 31, 2023, following payment of shipping costs. The LPs and Prints are awarded as is. No cash equivalent is available for the LPs and Prints. Recipients are responsible for all taxes and fees (if any) associated with the LP

and Print as part of the Offer. LP and Print cannot be transferred or substituted by NFT Holder. All details are at Pace's and Artist's sole discretion.

Disputes.

Except where prohibited by law, each participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with the Offer shall be resolved individually, without resort to any form of litigation including class action, and exclusively by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association (AAA) under its rules for resolution of commercial disputes. If the parties are unable to agree upon an impartial arbitrator within thirty (30) days of either party requesting arbitration, either party may apply to the AAA to make the appointment. The impartial arbitrator shall be an attorney or retired judge and admitted to practice in New York. The arbitration shall be held in New York, NY. All submissions to the arbitrator, the proceedings and the award shall be confidential. The parties express their desire that the arbitration be conducted on an expedited basis with minimal discovery. The award shall be in writing and set forth the factual and legal basis for the award. The parties renounce recourse to litigation, to the extent provided by law, and intend the award to be final and binding except that judgment with respect to the award may be entered in any court having jurisdiction over the parties or their assets if the award remains unsatisfied after thirty days. All reasonable costs of both parties, as determined by the arbitrator, including but not limited to reasonable attorneys' fees necessary to confirm the award in court or to enforce the award, shall be borne entirely by the non-prevailing party, to be designated by the arbitrator in the award, and may not be allocated between the parties by the arbitrator. Each participant waives any and all objections to arbitration and jurisdiction and hereby irrevocably submits to the venue of those courts within the State of New York.

Additional Terms.

To the maximum extent permitted by applicable law, Pace reserves the right to change these Terms, including to modify the Offer, or to cancel the Offer at any time. In addition, to the maximum extent permitted by applicable law, Pace reserves the right to modify, terminate, or suspend the Offer should viruses, worms, bugs, unauthorized human intervention or other causes beyond their control corrupt or impair the administration, security or fairness of the Offer. Pace reserves the right, in its sole discretion, to disqualify any individual from the Offer found to be tampering with the participation process or the operation of the Offer, to be acting in violation of these Terms or applicable law, or to be acting in a disruptive manner or with intent to annoy, abuse, threaten or harass any other person. Released Parties are not responsible for lost, late, incomplete, damaged, delayed, inaccurate, stolen, misdirected, undelivered, or garbled Claim Codes, mail, email, or other communications of any kind; or for errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the offer, including, without limitation, errors or difficulties which may occur in connection with the administration of the Offer, the processing of Claim Codes or the functionality of any website, or in any Offer-related materials.

Release

By participating in the Offer, participants agree to release and hold harmless Pace, Artist, and their respective parents, subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors (the "Released Parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, which may occur in connection with the Offer, or possession, acceptance and/or use or misuse of the LP, the Print or participation in any Offer-related activity and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility for any injury or damage to recipients' or to any other person's computer or other device, regardless of how caused, relating to, or resulting from entering or downloading materials or software in connection with this Offer. For purposes of these Terms, an affiliate of, or entity affiliated with, a specified entity shall mean an entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the entity specified.

Intellectual Property.

Each LP and Print recipient acknowledges and agrees that the Artist owns all intellectual property rights, including copyright in the LP and Print.

Privacy Notice.

All information submitted in connection with the Offer will be treated in accordance with these Terms and Pace's privacy policy, available here: <https://www.pacegallery.com/privacy-2020>. By participating in the Offer, each participant acknowledges that such person has agreed to Pace's privacy policy and consents to the collection, use and disclosure of personal information for the purposes of administering the Offer and as otherwise permitted herein in accordance with such privacy policy and the Terms.