

Domino's National Advertising Fund Inc. ("Domino's") is offering on Rarible at <https://rarible.com/thenoid> ("Marketplace") three (3) Non-Fungible Tokens (each, an "NFT", collectively, "NFTs"), each associated with an underlying piece of existing digital Noid weapon content (each an "Artwork", collectively, "Artworks") and its pizza crushing creations (the "Promotion").

Purchasing an NFT

- The NFTs will be offered for sale on the Marketplace between 1:00PM EST/ 10:00AM PST on June 4, 2021 and 1:00PM EST/ 10:00AM PST on June 18, 2021 ("Period").
- Buyer will receive an NFT associated with Noid digital artwork.
- If you wish to bid on an NFT, you must have or create an account on the Marketplace. In order to create a Marketplace account, you must meet all requirements of the Marketplace Terms (as defined below), including, without limitation, owning or establishing a compatible wallet ("Wallet"), and linking a payment method that is accepted by the Marketplace to the Wallet. By participating in the Promotion, you agree to be bound by the applicable terms of the Marketplace and the Wallet, respectively (collectively, "Terms"). You are solely responsible for the safekeeping of the private key associated with the blockchain address used to interact with Marketplace ("Private Key"). Neither Domino's nor its parent or related entities nor anyone working on their behalf, including without limitation, Work in Progress, LLC, nor any of their respective officers, directors, franchisees, employees, representatives and agents (collectively, "Released Parties") will be responsible for your failure to keep your Private Key secure, however caused.
- To place a bid on an NFT, visit Marketplace, navigate to one of the applicable NFT pages, namely to one of:
 - [The Pizza Crusher](#)
 - [The Pizza Slayzer](#)
 - [The Balloon Blockade](#)and follow the instructions in accordance with the instructions on the applicable pages, the provisions hereof, and the Terms. There is no limit on the number of bids you can place on any NFT or the number of NFTs on which you can bid and/or win.
- Bids will only be accepted in the form of ether ("ETH") and may require the payment of "gas fees" (i.e. non-refundable transaction fees). You can read more about gas fees [here](#).
- **You must have enough assets in your wallet to cover the total cost of your intended purchase, including gas and any other applicable fees.**
- Following the close of the Period, each NFT will be transferred to the wallet of the highest bidder for the NFT via the marketplace, and the transaction will be completed in accordance with the Terms of the Marketplace.
- Proceeds from the sale of any NFTs may be used in Domino's sole and absolute discretion.

- **REMINDER: BLOCKCHAIN-BASED TRANSACTIONS ARE IRREVERSIBLE, FINAL AND THERE ARE NO REFUNDS.**

Rights and Restrictions

Once you purchase an NFT, you will own that NFT. Such owners of successfully purchased and transferred NFTs shall be referred to herein as “NFT Owners.”

WHILE THE NFT MAY POINT TO AN UNDERLYING ARTWORK, IT IS IMPORTANT TO UNDERSTAND THAT NFT OWNERS DO NOT OWN THE UNDERLYING ARTWORK AND WILL NOT HOLD THE COPYRIGHT IN THE UNDERLYING ARTWORK.

However, NFT Owners may sell, trade, transfer, or use their NFTs in accordance with applicable law and the terms of third party facilitators, including, without limitation, the Terms, and Domino’s hereby grants NFT Owners a limited, worldwide, non-assignable, non-sublicensable, royalty-free license to use the applicable underlying Artwork associated with the NFT to: (i) publicly and privately display the applicable Artwork at any size; and (ii) to market, promote, advertise and sell the NFT associated with the applicable Artwork. This license belongs only to the current owner of the NFT and automatically terminates when they no longer own it.

NFT Owners may **not** do (nor permit any third party to do or attempt to do) the following:

- Modify any of the Artworks in any way.
- Make “commercial use” of any of the Artworks, including any Artwork associated with their NFT(s), including, for example, by creating and selling copies of the Artwork, licensing the Artwork for commercial purposes (e.g., to sell merchandise, products or services), or otherwise commercially exploiting the Artwork.
- Apply for, register, or otherwise use or attempt to use any of the Artworks or acquire additional rights in any property of any Released Party, anywhere in the world, for any purpose other than as strictly permitted herein.
- Use any of the Artworks or the NFT in any way that: (a) violates the rights of any third party or any applicable law, rule, or regulation; (b) is obscene, profane, pornographic, vulgar or offensive; (c) incites or promotes violence or violent or dangerous behavior, or depicts violence (either towards others or oneself); (d) involves hate speech, endorses any form of hate, or harasses, abuses, insults, harms, defames, slanders, disparages, intimidates, threatens or discriminates on others based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (e) spreads false, deceptive, misleading, otherwise unsubstantiated or unfair information or material or promotes any particular political agenda or message; (f) promotes any activities that may be or appear unsafe or dangerous, including, without limitation, excessive consumption of alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); and/or (g) disparages Domino’s, its products or services or communicates messages inconsistent with the positive images and/or good will with which Domino’s wishes to associate.

Assumption of Risk; Liability Waiver

You acknowledge and agree that:

TRANSACTIONING ON A BLOCKCHAIN, INCLUDING, WITHOUT LIMITATION, TO AUCTION, BID ON, BUY OR SELL NFTs, CONTAINS INHERENT RISK. SUCH RISKS INCLUDE BUT ARE NOT LIMITED TO: (A) RISK OF SUDDEN ASSET PRICE CHANGES; (B) RISK OF SMART CONTRACT FAILURE OR EXPLOIT; (C) RISK OF HARDWARE, SOFTWARE, OR CONNECTIVITY FAILURE; (D) RISK OF MALICIOUS SOFTWARE; (E) RISKS OF UNAUTHORIZED ACCESS TO YOUR WALLET; (F) RISK THAT YOU WILL NO LONGER SUCCESSFULLY RETAIN OWNERSHIP OF OR ACCESS TO THE NFTs; AND/OR (G) RISK THAT ANY DATA OR ANY ARTWORKS BECOME UNAVAILABLE. BY PARTICIPATING IN THIS PROMOTION, YOU ACKNOWLEDGE AND ACCEPT THESE AND ALL ASSOCIATED RISKS AND RESPONSIBILITIES AND AGREE THAT YOUR PARTICIPATION IN THE PROMOTION IS AT YOUR OWN RISK. YOU SHOULD NOT PARTICIPATE IN THE PROMOTION, INCLUDING TO ENGAGE IN BLOCKCHAIN-BASED TRANSACTIONS, UNLESS IT IS SUITABLE GIVEN YOUR CIRCUMSTANCES AND FINANCIAL RESOURCES. RELEASED PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH ANY OF THESE RISKS.

The sale of NFTs as part of the Promotion is facilitated and run by numerous third parties, including, without limitation, the Marketplace, the Wallet and the public peer-to-peer network, Ethereum. None of these third parties (collectively, "Applicable Third Parties") are under the control or influence of any Released Party. Released Parties shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with any Applicable Third Party, including, without limitation, lost, late, incomplete, damaged, delayed, inaccurate, stolen, misdirected, undelivered, or garbled NFTs, or for errors or difficulties of any kind related thereto, whether human, mechanical, electronic, computer, network, typographical or otherwise.

No Released Party makes any representation, guarantee, or warranty as to the accuracy, fairness or reasonableness of the price of any NFT sold or offered for sale as part of this Promotion, on or off of Marketplace, and cannot guarantee that you will not ultimately lose money. You acknowledge and agree that no Released Party is a fiduciary nor owes any duties to you, including the duty to ensure fair pricing of the NFT or to police the behavior of users on Marketplace.

You bear sole responsibility for paying any and all taxes, duties, and assessments payable as the result of purchase, ownership, sale, transfer, use and/or exploitation of any NFT.

Released Parties will have no liability whatsoever for, and shall be held harmless against, any liability for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from participation in this Promotion.

Void where prohibited and subject to all applicable federal, state and local laws.