



Terms and Conditions – liviVerse 1,888 NFTs Lucky Draw

Promotion Period

1. This liviVerse 1,888 NFTs Lucky Draw (Lucky Draw) is valid from 07 June 2022 to 28 June 2022, both dates inclusive (Promotion Period).

Who can enjoy the Prize

2. The Lucky Draw is exclusive to the customers of Livi Bank Limited (livi or we) who **(i) are Hong Kong residents with valid Hong Kong Identity Cards, and (ii) have shared our designated liviVerse lucky draw page on designated social media by using the “share” function of livi app during the Promotion Period** and who fulfil other conditions set out in these Terms and Conditions (Eligible Customers).
3. Each Eligible Customer can be enrolled in the Lucky Draw once only during the Promotion Period.
4. livi staff are not eligible for the Lucky Draw.

What is the Prize

5. Winners (Winners) will be drawn randomly by computer from all the Eligible Customers. There will be 1,888 Winners, and each Winner will be entitled to one of the livi NFTs (Prize).
6. The announcement of Winners will be published in livi app on or before 06 July 2022. Winners will be identified by their partial email addresses. Email notification will be sent to each Eligible customer’s email address registered with us.
7. Winners can view the Prize on livi app.

Conditions for enjoying the Prize

8. The Winner’s liviSave Account must remain valid and in good standing as decided by livi at the time when the Prize is rewarded to him/her. Otherwise, the Prize will be cancelled or forfeited without prior notice to the Winners. Winners should ensure the personal information registered with livi is valid and up to date.
9. There are limited quotas for the Prize, and each Winner can only enjoy one of the Prizes once. Our records on your eligibility and Prize quotas are final and conclusive in the absence of obvious error.
10. livi NFT is subject to its own terms and conditions.

Changing these Terms and Conditions

11. We reserve the right to vary these Terms and Conditions at any time. You may check our app for the latest information, availability and terms and conditions of this Lucky Draw.



Other terms

12. The Prize is not transferable, refundable, replaceable or redeemable for cash, properties or other membership/loyalty points, rewards or privileges.
13. We reserve the right to replace the Prize with any alternative gift without prior notice, and the value and nature of the prize/reward may be different from those of the original prizes/rewards.
14. Any fraud or misrepresentation in obtaining the Prize and/or abuse of the Lucky Draw will result in its cancellation or forfeiture. We reserve the right to cancel or forfeit the Prize and to recover any costs and loss.
15. We have the right to suspend, terminate, revise or substitute the granting of the Lucky Draw and/or the Prize at our discretion without prior notice.
16. No person other than the Eligible Customer and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any provisions of these Terms and Conditions.
17. In case of any dispute, our decision will be final and conclusive.
18. The availability and enjoyment of the Lucky Draw and/or the Prize are subject to prevailing regulatory requirements.
19. These Terms and Conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
20. The English version of these Terms and Conditions shall prevail if there is any inconsistency between the English and the Chinese versions.

Issued by Livi Bank Limited (dated: 07 June 2022)



Conditions for livi NFT

These Conditions apply to our provision and your use of the livi NFT (as described in paragraph 1 below) and the related functions and arrangements. The livi NFT is one of the services provided by us via the App and the livi Conditions for Services that govern the accounts and services provided by us from time to time are also applicable to livi NFT. These Conditions and the livi Conditions for Services should be read together. By enrollment of the livi NFT programme, you confirm and agree to be bound by these Conditions.

Words defined in the livi Conditions for Services have the same meanings when used in these Conditions. In case of any inconsistency between these Conditions and the livi Conditions for Services, these Conditions shall prevail as regards livi NFT.

1. About livi NFT

- 1.1. livi NFTs are artworks (which may include but no limited to any art, graphics, images, designs, logos, taglines, and drawings) created by or for Livi Bank Limited (livi or us) which is associated with a blockchain-tracked, non-fungible token (NFT).
- 1.2. livi NFT may have various name, nicknames, images, likenesses, marks, copyrights, trade dress colors, trade dress designs, and/or all other designs and specifications (Design) for which livi owns intellectual property.
- 1.3. livi may designate any particular livi NFT to you (Licensed Artwork). By doing so, it means livi grants you a license to the copyright of such livi NFT according to paragraph 3 below. Other than as set out in paragraph 3, you have no interest and right in or to a livi NFT or its associated NFT or any components of them.

2. Ownership

- 2.1. livi (or, as applicable, its affiliates, respective agents, nominees or licensors) owns all right, title and interest in and to:
 - (a) livi NFT and their Design, together with associated NFT,
 - (b) its software and mobile applications, systems, network designs and all other intellectual property and technology that it has generated or created in connection with livi NFT, and
 - (c) all patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world (IP Rights).

3. License

- 3.1. Subject to your compliance with these Conditions, livi grants you a worldwide, non-exclusive, revokable, non-transferable, royalty-free license to display the Licensed Artwork (License). Such License is not redeemable for cash, properties or other membership/loyalty points, rewards or privileges.
- 3.2. Any License granted to you in connection with any livi NFT is solely for your own personal, non-commercial use and for entertainment purposes only.
- 3.3. You may not, nor permit any third party to do or attempt to do any of the followings:-



- (a) modify the Licensed Artwork or any livi NFT or their Design in any way, including, without limitation, the shapes, designs, drawings, attributes, or colour;
- (b) use the Licensed Artwork or any livi NFT or their Design to advertise, market, or sell any product or service or for any non-personal or non-entertainment purpose;
- (c) use the Licensed Artwork or any livi NFT or their Design in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, incitement, sedition or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others or social order, death, pornography or other “adult only” activities, weapons or ammunition, denigration or discrimination against individuals based on race, national origin, gender, religion, disability, ethnicity, sexual orientation, family status, gender identity or age, medical conditions and/or political campaigns or causes or any other purpose or content which may result in negative impact on livi’s reputation;
- (d) use the Licensed Artwork or any livi NFT or their Design in movies, videos, or any other forms of media, except solely for your own personal, non-commercial, entertainment use;
- (e) sell or distribute for commercial gain, or otherwise commercialize such merchandise that includes, contains, or derives from the Licensed Artwork or any livi NFT or their Design;
- (f) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Licensed Artwork or any livi NFT or their Design; or
- (g) otherwise utilize the Design from your Licensed Artwork or any livi NFT for your or any third party’s commercial benefit.

4. Third Party IP Rights

- 4.1. To the extent that the Licensed Artwork or its Design contains any third-party IP Rights (Third Party IP), you (i) shall not use such Third Party IP in any way except as incorporated in the Licensed Artwork, which is subject to the license and restrictions contained herein; (ii) shall abide by any additional terms and conditions specified by livi from time to time for such Third Party IP.

5. Termination of the License

- 5.1. The License granted to you will immediately terminate if:

- (a) you obtain the License by fraud or misrepresentation;
- (b) you breach any of these Conditions;
- (c) you have a trustee, receiver or similar party appointed for your property, become insolvent, make an assignment for the benefit of your creditors, or file a petition of bankruptcy;
- (d) you engage in any unlawful business practice related to the Licensed Artwork;
- (e) you cease to be a customer of livi.

- 5.2. We may also terminate or suspend the License and any related function or feature at any time without giving notice or reasons.



- 5.3. You may request to terminate the License at any time by contacting liviCare at (852) 2929 2998.. Your request to terminate is not revocable.
- 5.4. Upon termination of the License, you will not be able to display relevant livi NFT or their Design. We may re-designate those livi NFT to other customers.

6. *Limitation on liabilities*

- 6.1. The livi NFT is provided on an “as is” and “as available” basis. We give no warranty in relation to the livi NFT, its Design, the associated NFT or any associated software. We do not warrant the condition or performance of the livi NFT or the software or any of its functions or whether it is fit for any particular purpose, or that it will be available or transmitted on a timely basis or does not infringe third party rights, or that it is secure, error-free or will function without disruption. To the extent permitted by law, we disclaim all warranties and liabilities that the livi NFT or the software will be free of computer viruses or other contaminating or destructive properties or that no damage will occur to your device. **Unless caused by our fraud, wilful misconduct or gross negligence, we are not responsible for any loss or damage that may be caused by the use of the livi NFT or any of its functions.**

7. *Variation*

- 7.1. We reserve the right to vary these Terms and Conditions at any time. You may check our App and website for the latest information, availability and the latest Conditions.

8. *Other Terms*

- 8.1. Due to the nature of the License, notwithstanding anything between you and livi, oral or written, whenever we make a statement that you will be granted a livi NFT or any other statement to the similar effects, we only mean that you will obtain a License in respect of a livi NFT subject to these Conditions.
- 8.2. No person other than you and livi has any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of these Conditions.
- 8.3. In case of any dispute, our decision will be final and conclusive.
- 8.4. The availability of the livi NFT programme is subject to prevailing regulatory requirements.
- 8.5. These Conditions are governed by and shall be construed in accordance with Hong Kong law. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 8.6. The Chinese version of these Conditions is for reference only. The English version will prevail if there is any inconsistency between the Chinese and the English versions.