

## Whatnot Japan Trip Giveaway

### Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.** Void where prohibited by law. Subject to all federal, state, and local laws, regulations, and ordinances. The Japan Trip Giveaway (the “**Sweepstakes**”) begins on February 27, 2026, at 12:00:01 a.m. Pacific Time (“PT”) and ends on March 4, 2026, at 11:59:59 p.m. PT (the “**Sweepstakes Period**”). Sponsor’s computer is the official timekeeping device for this Sweepstakes.

**BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING.**

**1. SPONSOR:** The Sponsor for this Sweepstakes is Whatnot Inc. (“Company” or “Sponsor”), 2261 Market Street STE 10754, San Francisco, CA 94114.

**2. ELIGIBILITY:** Open to legal residents of the United States (including the District of Columbia), the United Kingdom, France, Canada (excluding Quebec), Australia, Germany, and the Netherlands who are at least eighteen (18) years of age and the age of majority in their jurisdiction of residence. Employees, officers, directors, and agents of Sponsor, any company involved in the administration or fulfillment of the Sweepstakes, and their respective subsidiaries and affiliated companies, and each of their immediate family members and those living in the same household, are not eligible to enter or win. Sponsor reserves the right to verify the eligibility of winners. Sweepstakes is void where prohibited by law.

### **3. HOW TO ENTER:**

**A. To enter:** During the Sweepstakes Period, visit Whatnot’s official Instagram page (@whatnot) and locate the designated Sweepstakes post. Comment "Japan" on the post to receive one (1) entry into the Sweepstakes. You must have a valid, public Instagram account to enter. Joining Instagram is free at [www.instagram.com](http://www.instagram.com). Limit one (1) entry per person. If you enter more than once, only your first eligible entry will be counted.

Please note: By entering this Sweepstakes, you agree that Sponsor may contact you via Instagram direct message regarding the Sweepstakes. Normal Internet access and data charges imposed by your service provider may apply. ***This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Instagram, The Pokémon Company, Nintendo, or any of their affiliates. You understand that you are providing your information to Sponsor and not to Instagram, The Pokémon Company, or Nintendo.***

**B. LIMIT ONE (1) ENTRY PER PERSON. Additional entries will be disqualified.** Automated, script, macro, or robotic entries are prohibited. Any attempt to obtain more than one entry by using multiple Instagram accounts or identities will void all entries and may result in disqualification. Sponsor is not responsible for lost, late, incomplete, or misdirected entries, or technical malfunctions. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the Instagram account used to enter will be deemed to be the Entrant.

**4. SELECTION OF WINNER:** On or about March 4, 2026, Sponsor will select one (1) potential winner in a random drawing from among all eligible entries received. The odds of winning depend on the number of eligible entries received. The potential winner will be notified on or about March 4, 2026 via Instagram direct message and/or email. If the potential winner is a resident of Canada, they must correctly answer a time-limited mathematical skill-testing question without assistance before being declared a winner.

Each potential winner must sign and return, within seven (7) days of notification, a Declaration of Eligibility and Liability/Publicity Release, and an IRS Form W-9 (for U.S. residents) or Form W-8BEN (for non-U.S. residents), in order to claim the prize. If a potential winner is a non-U.S. resident, prize payment is subject to applicable withholding taxes as required by U.S. law. If a potential winner cannot be contacted within five (5) days of the first notification attempt, fails to return required documents within the specified time period, fails to correctly answer the skill-testing question (Canada only), or is disqualified for any reason, Sponsor may select an

alternate winner from the remaining eligible entries. Sponsor reserves the right to not award the prize if it is unable to confirm an eligible winner after a reasonable number of alternate drawings.

**Verification of Potential Winners:** ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

**5. PRIZE:** One (1) prize will be awarded. The prize consists of Five Thousand U.S. Dollars (\$5,000) in cash, intended to be used toward a trip to the Pokémon theme park in Japan for the winner and one (1) guest (the "Prize"). Approximate Retail Value ("ARV"): \$5,000. Winner is solely responsible for all travel arrangements, accommodations, park tickets, and any other expenses. Limit one (1) prize per person and per household.

**PRIZE RESTRICTIONS:** All applicable federal, state, local, and foreign taxes on the prize are the sole responsibility of the winner. For U.S. residents, Sponsor will issue an IRS Form 1099-MISC for the prize value. For non-U.S. residents, Sponsor will withhold applicable taxes and report the prize on IRS Form 1042-S. Prize cannot be substituted, assigned, or transferred by winner; however, Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion. Sponsor will not replace any lost or stolen prize. Only the number of prizes stated in these Official Rules is available to be won. If, by reason of a print or other error, more prizes are claimed than available, the winner will be selected in accordance with the winner selection method described above from among all eligible claimants.

**6. GENERAL CONDITIONS:** Sweepstakes participation constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and/or all media) contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

Sponsor reserves the right to disqualify any individual it finds to be tampering with the entry process or operation of the Sweepstakes, or to be acting in violation of the Official Rules.

Sponsor is not responsible for: (1) incorrect or inaccurate information; (2) technical failures of any kind; (3) unauthorized human intervention; (4) technical or human error in administration of the Sweepstakes; or (5) any injury or damage to persons or property from participation in the Sweepstakes. Sponsor reserves the right to cancel, suspend, or modify the Sweepstakes if fraud or technical failures impair its integrity.

**7. LIMITATION OF LIABILITY AND RELEASES:** BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT SWEEPSTAKES ENTITIES, INSTAGRAM, THE POKÉMON COMPANY, NINTENDO, AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, ENTRY OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, PANDEMICS, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

**8. PUBLICITY AND INTELLECTUAL PROPERTY RELEASE:** EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES WINNER'S PERMISSION AND GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR) AND ITS DESIGNEES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNER'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING, BUT NOT LIMITED TO, HOMETOWN AND STATE), PRIZE INFORMATION, AND QUOTES ATTRIBUTABLE TO WINNER FOR ADVERTISING, TRADE AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION OR NOTIFICATION.

EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

**9. DISPUTES.** This Sweepstakes is governed by the laws of the United States. Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of California or the appropriate State Court located in San Francisco, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes not to exceed fifty U.S. dollars (US\$50.00), but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

**10. SEVERABILITY:** If any term of provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed, and the remainder of these Official Rules shall continue in full force and effect.

**11. PRIVACY:** Information collected from Entrants is subject to the Sponsor's Privacy Policy, which can be found at <https://www.whatnot.com/privacy>.

**12. OFFICIAL RULES AND WINNERS LIST:** For a copy of the Official Rules send a self-addressed, stamped envelope to: Whatnot Inc., Japan Trip Giveaway Official Rules, 2261 Market Street STE 10754, San Francisco, CA 94114. For a list of winners (available after the winner has been confirmed), send a self-addressed, stamped envelope for receipt by no later than June 4, 2026, to: Whatnot Inc., Japan Trip Giveaway Winners List, 2261 Market Street, STE 10754, San Francisco, CA 94114.

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