

CHECKPOINT GIVEAWAY

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA (EXCLUDING RHODE ISLAND) WHO, AS OF THE TIME OF ENTRY, ARE AT LEAST 18 YEARS OLD.

- **VOID IN ALL JURISDICTIONS OTHER THAN THOSE STATED ABOVE AND WHERE PROHIBITED OR RESTRICTED BY LAW.** Entries to the “Checkpoint Giveaway” (the “Giveaway”) close at 9:00 AM PT on 11/03/2025.
- There will be one (3) winners (“Winner”) picked on completion of the Giveaway. Winner shall be awarded one prize (“Prize”).

Future Primitive, Inc. (“we,” “us,” or “Sponsor”) is excited you have decided to participate and subscribe to the Giveaway. These Official Rules (the “Rules”) set forth the terms and conditions under which an individual can submit his/her entry to win the Prize. Each person who submits an entry (“Entrant” or “you”) acknowledges and agrees that these Rules constitute a legally binding agreement between you and us.

You also agree that your entrance and/or participation in this Giveaway indicates your agreement to the Rules without modification. If you do not agree to the Rules or any portion of them, please do not submit your registration.

Please read these Rules carefully—they affect your legal rights, including your right to sue. Our contact information is listed at the end of these Rules.

Finally, by entering and participating in this Giveaway, you represent, warrant and agree that you are at least 18 years old, have reached the age of legal majority where you reside, and have the legal authority to provide the information and waive and release those claims described in these Rules.

1. ELIGIBILITY

This Giveaway is open to any Checkpoint user that is a legal resident of the 50 United States and the District of Columbia (excluding Rhode Island) who is at least 18 years old and has reached the age of legal majority in the jurisdiction in which they reside, except that the following individuals are not eligible to enter or participate in the Giveaway: any individual on the United States Office of Foreign Asset Control’s Specially Designated Nationals and Blocked Persons list. In addition, Employees of Sponsor or its affiliates, and any of such entities’ related companies, parents, subsidiaries, affiliates, and agents and any agencies or other companies involved in the development or execution of this Giveaway or production or distribution of its materials (e.g., advertising and promotion agencies), as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to win the Prize.

The Giveaway is subject to all applicable federal, state, and local laws and regulations. The Giveaway is void where prohibited by law. Participation constitutes Entrant’s full and unconditional agreement to these and to the decisions of Sponsor which are final and binding in all matters related to this Giveaway. The winner is subject to verification, and Sponsor reserves the right to verify eligibility requirements.

Sponsor may prohibit an entrant from participating in the Giveaway or winning the prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Giveaway by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or any Released Parties (as defined below).

2. GIVEAWAY PERIOD

The Giveaway commences in the United States on 10/31/25 at 5:00 PM P.T. and closes at 11/03/25 9:00 AM P.T. (the “Giveaway Period”). Sponsor takes no responsibility for late, lost or misdirected entries due to trade disruptions, human error, or for any other reason. Incomplete, illegible or incomprehensible entries will be deemed invalid. Sponsor’s computer is the official time keeping device for this Giveaway.

3. HOW TO ENTER

THERE IS NO PURCHASE NECESSARY AND NO FEE, PAYMENT OR PROOF OF PURCHASE NECESSARY TO ENTER THE GIVEAWAY.

To enter the Giveaway, during the Giveaway Period, participants must: take a photo from any Checkpoint locations in US; scan the QR code on the receipts; create or sign into existing Checkpoint account; add to public Checkpoint gallery; and share the photo on their Instagram Story, tagging @checkpoint.pictures Instagram account.

Limit one entry per Entrant. Please do not attempt to submit additional entries using multiple social media addresses or you will be disqualified and forfeit all Prizes. Multiple entrants are not permitted to share the same social media profiles. Should multiple users of the same social media account enter the Giveaway and a dispute thereafter arise regarding the identity of the entrant, only the authorized account holder of said account at the time of entry will be considered an entrant. The authorized account subscriber is the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses. The potential winner may be required to show proof of being the authorized account subscriber. All entries must be received and recorded during the Giveaway Period. No other forms of entry are valid. Automated entries are prohibited, and any use of automated devices will cause disqualification.

All entries must be received by Sponsor during the Giveaway Period. Participants agree to be bound by the applicable terms of use. Any costs associated with the entry will be the participant’s sole responsibility. Entries that violate, as determined by the Sponsor, in its sole discretion, these entry requirements or do not meet the entry deadline will be disqualified from the Giveaway.

4. GIVEAWAY DRAWING; ODDS OF WINNING

Three (3) winners will be selected in a random drawing to be held on or about 11/04/25 from among all eligible entries received by Sponsor during the Giveaway Period.

The odds of winning depend on the number of eligible entries received.

5. WINNER NOTIFICATION

Sponsor will hold the Prize for up to three (3) days after the applicable draw. Should the Prize winner not claim the Prize within that time, with reasonable efforts having been made by Sponsor to contact the Prize winner, the Prize(s) will be forfeited.

Sponsor will attempt to notify the Winner via the social media address they provided in his or her entry via Instagram direct message. The Winner may be required to execute and return, within seventy-two (72) hours of notification (“Required Time Period”), an affidavit attesting to his or her eligibility and the address and/or email address to which the Prize will be sent, a liability waiver and an IRS W-9 form (where applicable) to be confirmed as a Winner (all such documents, the “Additional Documents”). The Additional Documents will require the potential winner to furnish his/her social security number for the sole purpose of tax reporting, as required by law. The Additional Documents must be signed and returned by the date indicated in the communication with which they are provided, or the potential winner will be disqualified.

If a potential Winner cannot be contacted by the information provided in his or her entry, fails to sign and return the Additional Documents within the Required Time Period or the potential winner is otherwise disqualified in accordance with these Rules, the potential Winner forfeits all interest in the Prize. If the Winner is disqualified, Sponsor reserves

the right to select a substitute a new winner at random from among all remaining eligible entries or not award the unclaimed prize. Sponsor is not responsible for suspended or discontinued Internet, wireless, or land-line phone service or a change in an entrant's email, phone number or mailing address which may result in a potential winner not receiving initial prize notification or their Prize information.

No one is a Winner unless and until the Sponsor officially confirms him/her as a Winner in accordance with these Rules.

6. THE PRIZE

The prize consists of:

- \$100 Gift Card from Eligible US Checkpoint Locations (ARV: \$100)

The total ARV of all prizes (which, collectively, constitute the "Prize") offered in this Giveaway is \$300. All amounts are in USD.

The Prize must be taken as offered, is not exchangeable or transferrable and cannot be redeemed for cash. In the event that a Prize, or any part of it, is unavailable, Sponsor reserves the right to substitute a Prize of equal or greater value. Prize values are the recommended retail value at the time of publication of these Rules. No responsibility is accepted for any variation in the value of the Prize. Any incidental costs relating to the Prize are the responsibility of the Winner. The Prize will be awarded as determined by Sponsor in its absolute discretion. The decision is final and no correspondence will be entered into. The Prize is not transferable or exchangeable and cannot be redeemed for cash.

In the event that for any reason whatsoever a recipient does not accept or take the Prize stipulated by Sponsor, then the Prize will be forfeited by the recipient and cash will not be awarded in lieu of the Prize.

Once the winner is confirmed, we will make contact electronically, through the social media address provided in the registration process. Additional payments may be necessary if the total cost of product(s) chosen by the winner, including shipping and taxes, if applicable, exceeds the value of the gift card given to the winner.

Any federal, provincial, state and local taxes and any other costs not specifically stated within these Rules, including for winning the Prize, are your sole responsibility and we may issue an IRS 1099 Tax Form for the ARV of the Prize that you win in the calendar year that you win it. You agree and acknowledge that Sponsor may be required to withhold and remit a portion of prize value to comply with applicable tax laws. The winner also agrees to provide Sponsor with a valid social security number or any other information Sponsor may require in connection with applicable tax reporting or withholding requirements or other laws or regulations.

As a condition of receiving the prize, the winner must provide Sponsor with a valid mailing address. Sponsor will pay for the cost of delivering the product prize to the winner within the United States. The method of shipping and the carrier will be determined in the sole discretion of Sponsor. Sponsor is not responsible for any prizes that are lost, stolen, undeliverable, or returned. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner.

THE WINNER AGREES TO ACCEPT THE PRIZES "AS IS", AND ENTRANTS HEREBY ACKNOWLEDGE THAT RELEASED PARTIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZES, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES PROVIDED EXCLUSIVELY BY A PRIZE SUPPLIER THAT ARE SENT ALONG WITH THE PRIZE. SPONSOR HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

7. VERIFICATION

Sponsor reserves the right to verify the validity of entries and participants (including proof of identity, age and residency) Sponsor may, in its sole discretion, disqualify any entry which in the opinion of Sponsor includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Rules or who has, in Sponsor's opinion, engaged in conduct in entering the Giveaway which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Giveaway or Sponsor.

8. ASSUMPTION OF RISK; WAIVER AND RELEASE OF LIABILITY.

You acknowledge and agree that your participation in the Giveaway and, if applicable, your redemption of the Prize, is undertaken voluntarily and entirely at your own risk and you agree to assume all such risk, including risk of property damage, bodily injury or death, and all other damage or potential damage, whether known or unknown to you. The Released Parties (as defined below) assume no liability for, and are not responsible for, entering the Giveaway.

Without limiting any other obligations herein, you hereby waive and release Sponsor, and our subsidiaries, affiliates, divisions, employees, officers, directors, advertising and promotion and agencies, administrators, prize component providers and related entities (together, the "Released Parties") from any, and forever give up and waive your right to sue or claim against any of them for, any and all claims, actions, causes, suits or other liability, loss, harm, damages, costs or expenses, whether known or unknown to you (together, "Claims"), arising out of, caused by, resulting from or relating to this Giveaway, these Rules, your participation in the Giveaway, our use of your Personal Information as permitted herein, and/or your use or misuse of the Prize, including without limitation, (i) lost, late, misdirected, unintelligible, returned or undelivered entries, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network, including without limitation any errors in these Rules, winner notifications or other announcements or communications relating to the Giveaway; (ii) injury or damage to participant's or any other person's computer or property related to or resulting from participating in this Giveaway, including property damages, personal injury and/or death, defamation or invasion of privacy, infringement of publicity rights, and merchandise delivery. If you. Persons who tamper with or abuse any aspect of this Giveaway, or act in violation of the Rules, or act in any manner to threaten or abuse or harass any person, or violate Sponsor's terms of service, available at: <https://checkpoint.pictures/terms>, as solely determined by the Sponsor, will be disqualified. In the event of any ambiguity or error(s) in these Rules, Sponsor reserves the right to clarify or modify these Rules however it deems appropriate to correct any such ambiguity or error(s). If due to an error or for any other reason, more legitimate Prize claims are received than the number of prizes stated in these Rules, Sponsor reserves the right to award only one (1) prize from a random drawing of all eligible entries. In no event will more than the stated number of prizes (i.e., one prize) be awarded. You acknowledge and agree that the foregoing waiver and release will be binding on your heirs, estate, successors and assigns.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND PURSUE ALL OTHER REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

FOR RESIDENTS OF THE STATE OF CALIFORNIA: You hereby waive California Civil Code Section 1542: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE

EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

9. LIMITATION OF LIABILITY; DISCLAIMER

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE (I) THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH (A) THE GIVEAWAY OR (B) ANY PRIZE AWARDED, AND (II) YOUR REMEDIES FOR ANY CLAIMS RELATING THE GIVEAWAY ARE LIMITED TO YOUR ACTUAL OUT-OF-POCKET EXPENSES OF PARTICIPATION IN THE GIVEAWAY (IF ANY).

SPONSOR'S TOTAL AGGREGATE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THE GIVEAWAY OR THESE RULES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE SHALL NOT EXCEED IN THE AGGREGATE OF COST OF THE PRIZE.

Except as expressly provided herein, Sponsor makes no warranty of any kind regarding the Giveaway or the Prizes, whether express, implied, statutory, or otherwise. Sponsor hereby specifically disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

10. INDEMNITY

You agree to indemnify, defend and hold harmless the Released Parties from and against, and shall reimburse the Released Parties for, any and all Claims brought by third-parties against one or more of the Released Parties and/or suffered or incurred by one or more Released Parties as a result of such third-party Claims to the extent arising out of or relating to your violation of these Rules.

11. PUBLICITY

We will collect certain information about you as part of the entry process and as part of the prize awarding and redemption process, as discussed below ("Giveaway Information"), including information that can be used to identify you, such as your first and last name, email address and your mobile number ("Personal Information"). By participating in this Giveaway, you grant us the right to use all Giveaway Information for the purpose of operating and administering the Giveaway, and as otherwise permitted by our Privacy Policy, available at <https://checkpoint.pictures/privacy>.

Except where prohibited by law, and without limiting the foregoing, acceptance of the Prize offered constitutes permission for, and the Winner hereby grants Sponsor and its representatives an irrevocable, perpetual, worldwide, royalty-free, non-exclusive, and sub-licensable right and license to distribute, publicly display, and use the Winner's entry details and post (including, your first and last name, city and state of residence), and information about the Prize award, in any way, at any time, without further compensation in all media now known or hereafter discovered worldwide and on the Internet without notice or review or approval as permitted by law, including without limitation, for use in advertising and marketing. By accepting a Prize, the winner represents and warrants that they have the right to grant the foregoing license.

12. SPONSOR'S RESERVATION OF RIGHTS

If the Giveaway is not practically capable of running as planned for any reason outside the control of the Sponsor, including without limitation, due to a force majeure event or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, government orders, natural disasters, the effects of COVID-19 or any pandemic or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Giveaway, Sponsor reserves the right, at its sole discretion, to modify, suspend, or cancel the Giveaway. In the event

of cancellation, Sponsor reserves the right to select a winner from a random drawing of all non-suspect, eligible entries submitted as of the time of cancellation.

We, in our sole discretion, reserve the right to disqualify any Entrant we determine to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of the Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, we reserve the right to seek damages from any such person to the fullest extent permitted by law. Our failure to enforce any term of these Rules will not constitute a waiver of that provision or any other provision of them.

13. DISPUTES

By entering this Giveaway, you agree to these Rules and our decisions about and interpretation of and in connection with them, all of which are final and binding in all respects. This Giveaway and these Rules are governed by the laws of the State of New York, USA, without regard to its conflicts of laws principles. You consent to the exclusive jurisdiction of the courts of the State of New York, or the United States courts sitting in New York, for the adjudication for any Claims or disputes arising out of or relating to the Giveaway and these Rules. Venue for such disputes will be in the courts of competent jurisdiction located in New York County, NY, USA.

14. RULES REQUEST

To request a copy of these Rules, email us at support@fp.inc with subject line: “Halloween 2025 Giveaway” within thirty (30) days after the end of the Giveaway Period. Requests received after that time will not be fulfilled.

15. SOCIAL MEDIA SITES

This Giveaway is in no way sponsored, endorsed or administered by, or associated with Instagram, Meta, or any other social networking platform (collectively, “[Social Media Sites](#)”). You understand that you are providing your information to Sponsor and not to the Social Media Sites. You agree to release the Social Media Sites from all claims arising out of, or in connection with, this Giveaway. Any questions, comments or complaints regarding this Giveaway should be directed to Sponsor and not to the Social Media Sites.

16. PRIVACY POLICY

Any personally identifiable information collected during an entrant’s participation in the Giveaway will be collected and used by Sponsor, and its designees for the administration and fulfillment of the Giveaway and as otherwise described in these Rules and Sponsor’s privacy policies available at <https://checkpoint.pictures/privacy>. If you are verified as a Prize Winner, your first name, last initial, city and state will be included in a publicly available winner’s list.

17. SPONSOR

FUTURE PRIMITIVE, INC.
660 4TH STREET, #657
SAN FRANCISCO, CA 94107

18. WINNER’S LIST

For the name of the winner, send an email to support@fp.inc with “Halloween 2025 Giveaway” in the subject line. Requests must be received no later than sixty (60) days after the end of the Giveaway Period.

19. QUESTIONS?

If you have any questions about this Giveaway, please contact support@fp.inc.