

# Official Multimedia Astronaut Application Terms of Service

## 1. ACCEPTANCE OF TERMS

These Terms of Service (“TOS”) set forth terms and conditions, in addition to the Multimedia Application Rules (“Rules”), that govern your access to and use of the Space+ NFT Spaceflight Application & Selection Process (the “Application and Selection Process”) and your participation in the Multimedia Astronaut Application offered therein (the “Multimedia Astronaut Application”).

This TOS and the Rules, together with any additional terms, addendums, or documents that may be referenced herein and therein (collectively, “Agreement”), form the entire agreement between you and Space+ and Uplift Aerospace, Inc. and their affiliates (collectively, “Space+”) in connection with the Application and Selection Process and the Multimedia Astronaut Application (jointly, the “Services”). Your use, or continued use, of the Services constitutes acceptance of the Agreement. Do not use the Services if you do not wish to be bound by the Agreement.

Capitalized terms not defined in the Rules have the meanings defined in these TOS or ascribed to them in the Rules. If there is a conflict between the terms of the TOS and the Rules, the terms of the Rules shall control. The imposition of additional enumerated restrictions or liabilities on your actions or omissions, by one document over the other, shall not be considered in and of itself a conflict.

## 2. ELIGIBILITY

The Multimedia Astronaut Application is void where prohibited. To be eligible to enter the Multimedia Astronaut Application, you must meet all of the following conditions:

You are at least 18 years of age (19 if located in AL or NE, or 21 if located in MA);

You are physically located in the following regions at the time of application entry: the District of Columbia, the fifty United States, Canada, or the BIS A5 Country Group A list as further defined at <chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.bis.doc.gov/index.php/documents/regulation-docs/2255-supplement-no-1-to-part-740-country-groups-1/file>, except where prohibited by local law (collectively, the “Eligibility Area”).

You are physically located in the Eligibility Area at the time of your entry into the Multimedia Astronaut Application; and

You meet all requirements for participation in a space flight provided by Blue Origin on an upcoming Blue Origin New Shepard suborbital spaceflight (the “Spaceflight”), such terms and conditions will be provided on the Multimedia Application and additional terms will be provided to the Preliminary Selection group after an NDA is signed with each individual.

You may also be required to sign and return: a. an Affidavit of Eligibility, as proof of your eligibility to participate in the Multimedia Astronaut Application; b. a New Shepard Beneficiary Astronaut Launch Services Contract; c. a Space+ NFT Selection Application; d. a Space+ NFT Astronaut Personal Services Contract; and e. personal identification documents including a picture of a passport (the “Contract Documents”). You will be required to provide this information within two (2) days after Space+ first attempts to contact you concerning your Preliminary Selection. If you fail to comply with this deadline, Space+ may disqualify you from further participation, and withhold or revoke any Preliminary Selection at its sole discretion.

Space+ may, at its sole discretion, restrict or limit Applicants from entering the Multimedia Astronaut Application based on their place of residency, physical

qualifications to function and perform the duties of an astronaut, and any other legal or physical limitation or restriction applicable to a space flight.

Employees and agents of Space+, NRP Stone, Inc., their corporate affiliates, subsidiaries, advertising and promotional agencies, any other prize sponsor and any entity involved in the development, production, implementation, administration or fulfillment of the Multimedia Astronaut Application (all the foregoing, together with Space+, collectively referred to as “Application Entities”), and the immediate family members and persons living in the same household as any of the above may not participate in the Multimedia Astronaut Application.

### 3. **HOW TO APPLY**

Application is open only to verified owners of the Launch Pass NFT. Space+ will take a snapshot of all owners’ wallets at the time of the deadline to ensure the Applicant Selected is a current Launch Pass owner. Application, together with an original Video Application, must be made and submitted to <https://zfrmz.com/oQ4km4ZMfqXJVmKZDEVx> from May 10, 2022 through 11:59 p.m. (EDT) on June 7, 2022. Please ensure that your contact information is accurate, up-to-date, and complete in the Application. This information is mandatory if you wish to be eligible for Preliminary Selection. An Applicant who has not provided valid registration information, or who fails to return the Multimedia Astronaut Application with the time permitted herein, will automatically be deemed ineligible and will be considered to have withdrawn their Multimedia Astronaut Application.

Please note that Multimedia Astronaut Application may only be entered under the name of the holder of a Launch Pass NFT, and may not be transferred to another NFT holder or accepted by another person. As a rule, each NFT holder is limited to one Application and one Multimedia Astronaut Application. If you are found to be participating in the Spaceflight Application & Selection Process using more than one Launch Pass Holder

Account, you may be subject to penalty by Space+. Such penalties may include, but are not limited to, disqualification from current and future Multimedia Astronaut Applications and other applications.

#### 4. **APPLICATION RULES**

##### **Selection based on Skill and Abilities:**

The Preliminary Selection shall be made solely at the discretion and determination of Space+ on the Multimedia Astronaut Application based upon the skill and ability of the Applicants. Multimedia Astronaut Application finalists are determined using the criteria set forth in the posted Rules, and through the relative knowledge and skill of all Applicants. Applicants will be partially judged on a 200 word or less short essay about “why you should represent the community in space to exhibit the Starborn NFT collection”. Additional criteria that will be used to judge the applicants include: 1. ability to comply with Blue Origin physical flight requirements, 2. availability, 3. devotion to space exploration, 4. passion for the Space+ project, and 5. completion of necessary legal application documents. The Space+ panel review process will attempt to not receive any identifying information about the applicant, and judges the applications based on the criteria provided above. Other requirements included in the application will require the individual to agree to spaceflight related terms and conditions and waivers. Blue Origin will also have the right to approve any finalist due to spaceflight regulations. The Space+ team will then select 5 finalists. Launch Pass holders will then be able to vote and select the finalist through a ranked voting system for the Final Selection. Applicants will also have the option to provide additional multimedia materials including video, image, or gif within the Multimedia Astronaut Application to provide additional information to the judges in regard to the applicant’s qualifications to meet all of the criteria previously disclosed and provided. The multimedia file must be less than 20 MB.

##### **Application:**

All Applicants must submit, electronically, to Space+, on or before 11:59 p.m. (EDT)

on June 7, 2022 the written Multimedia Astronaut Application. The Multimedia Astronaut Application form may be found at <https://zfrmz.com/oQ4km4ZMfqXJVmKZDEVx> and the applicants responses and confirmation of acceptance of the Multimedia Astronaut Application must comply with the Rules.

**Term of Applications:**

The term and length of the Multimedia Astronaut Application begins on May 10, 2022 after the portal for acquisition of a Launch Pass NFT is activated and ends on June 7, 2022 at 11:59 p.m.

**Preliminary Selection:**

Shortly following the conclusion of the Multimedia Astronaut Application, Space+ will display the identity of the Preliminary Selection of five finalists to represent Space+ and the Starborn Space Program NFT Community (subject to eligibility verification). The Preliminary Selection will not be changed unless otherwise determined by Space+ at its sole discretion, based upon the Rules and TOS. At the time of Preliminary Selection, the five finalists will be notified of their selection through the contact email provided in the application and have 72 hours to sign a non-disclosure agreement and agree/sign various documents stating the applicants acceptance as a finalist for the Multimedia Astronaut Application. During the 72 hours, the applicant must also provide Space+ with a Multimedia piece (video, essay, picture, gif) about themselves and why they should be selected by the community to be the first Space+ astronaut. Ranked Vote on Discord by Launch Pass Owners to Select Finalist: Voting Starts June 14, 2022, at 12:00 am EDT. Launch Pass NFT holders will be able to vote through a ranked voting form on the Space+ Discord server to select a finalist. If a finalist is unable to attend the launch, is unable to perform the job requirements, or is not approved by Blue Origin, Uplift will select the next highest voted individual for the space flight until a finalist is selected and announced. The Space+ community member selected to become the first Space+ Astronaut must be a Launch Pass NFT owner at the time of the announcement of the

selection to be considered. Ranked Voting Closes and First Space+ Astronaut Selected: June 14, 2022, at 11:59 pm EDT.

The Preliminary Selection is subject to verification by Space+ and must meet all eligibility requirements before Selection to participate as an astronaut in the Spaceflight. The Preliminary Selection understands and agrees that:

- The applicant selected to participate in the spaceflight must be pre-approved by Space+ and by the spaceflight provider;
- The final approval of the applicant selected to participate in the spaceflight is outside of the control or determination of Space+;
- Flights to space can be cancelled or rescheduled at any time, including within short periods of the scheduled launch time, and that launch is outside of the control or direction of the Space+; and
- The applicant selected for the Spaceflight shall be required, in addition to all other application and selection criteria to execute certain non-disclosure obligations, affidavits, releases and waivers of liability, as a condition to participating in the Spaceflight, to Space+ and the space flight provider.

Preliminary Selection or Final Selection may not be transferred or assigned except with express written consent of Space+. A Preliminary Selection may be required to provide additional documentation (such as social security number) in order to comply with tax and other legal reporting requirements. The Selection may receive an IRS Form 1099 for the services provided to Space+ and the Starborn Space Program NFT Community. Application Entities expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent participation in the Spaceflight. Application Entities make no representations or warranties concerning the appearance, safety, or performance of the Spaceflight. Restrictions, conditions, and limitations apply to Final Selection and Participation in the Spaceflight.

**Final Selection:**

Following completion of all terms and conditions for Preliminary Selection, the Applicant chosen to represent Space+ and the Starborn Space Program NFT Community shall be designated as the Final Selection and contracted to attend and accompany the Space+ Artwork on the Spaceflight.

**Cancellation Policy:**

If the Multimedia Astronaut Application is not capable of running as planned, for any reason including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Application Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Multimedia Astronaut Application, Space+ reserves the right at its sole discretion to cancel, delay, terminate, modify, or suspend the Multimedia Astronaut Application without any further obligation.

In the event Space+ is prevented from continuing with the Multimedia Astronaut Application or the integrity and/or feasibility of the Multimedia Astronaut Application is severely undermined by any event beyond the control of Space+, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Space+ (each a “Force Majeure” event or occurrence), Space+ reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Multimedia Astronaut Application without any further obligation.

**5. CONDUCT**

By accessing and using the Services and entering the Multimedia Astronaut Application, Applicants agree to be bound by the decisions of the Application Entities, which are final and binding in all respects. Space+ reserves the right at its sole discretion to disqualify any Applicant it finds to be (a) tampering or attempting to tamper with the entry process or the operation of the Application and Selection Process or the Multimedia Astronaut Application, or any Space+ website; (b) violating the Rules, the TOS, or any other

guidelines, rules, or instructions associated with the Services; (c) violating the TOS, conditions of use and/or general rules or guidelines of any other Services; or (d) acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other Applicant or Potential Applicant.

Actions deemed as improper conduct include, but are not limited to, those actions outlined in the “Member Conduct” section of the TOS, as well as the following:

- Providing false information about your eligibility to enter the Multimedia Astronaut Application or be the Final Selection
- Using any fraudulent or unauthorized payment method
- Using any automated services or routines including, but not limited to, robots, web crawlers, spiders, ants, and scrapers to access and/or collect information on any Space+ site
- Engaging in abusive, defamatory, harassing, hateful, indecent, objectionable, offensive, or vulgar conduct with the Starborn Space Program NFT Community.

If you engage in conduct that Space+ determines, in its sole discretion, is harmful or detrimental to other Multimedia Astronaut Application Applicants or is unfair, fraudulent or otherwise negatively impacts Space+, we reserve the right to cancel any Application you may have submitted for the Multimedia Astronaut Application, limit your participation in the Services, and block you from any future activity within the Space+ Communities.

If you, as an Entrant, notice any improper conduct, please notify our Customer Care team at once using the links listed below in the Contact Us section so that we can investigate and take the appropriate action – if any is deemed necessary – against the offending entrants and accounts.

CAUTION: ANY ATTEMPT BY AN APPLICANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR MOBILE APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THE SPACE+ AND STARBORN SPACE PROGRAM NFT COMMUNITY OR THE SERVICES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPACE+ RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THE APPLICANT'S ACCOUNT, IF ANY, AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

6. **GENERAL CONDITIONS**

The Multimedia Astronaut Application and Services are governed by the laws of the United States, without regard to its conflict of laws principles, and are subject to all applicable federal, state, and local laws and regulations, and are void where prohibited by law. By participating, each Applicant: (a) releases and holds harmless the Application Entities, including, without limitation, the respective directors, officers, employees and agents of each, from any and all liability for any injuries, loss or damage of any kind to persons, including death, or property damage resulting in whole or in part, directly or indirectly, from the participation in the Multimedia Astronaut Application and the Services, or while traveling to, preparing for, or participating in the Spaceflight; and (b) grants to Application Entities the right to use and publish the Application Video, Final Selection's Initials, city/state of residence, and Final Selection, in any and all media now known or hereinafter developed without territorial or time limitations, in connection with the Multimedia Astronaut Application and the Services.

7. **LIMITATIONS OF LIABILITY**

Application Entities assume no liability for lost, late, misdirected or garbled Application Forms or Video Applications, or for theft, destruction, or unauthorized access to, Applications. Application Entities assume no responsibility for any incorrect or inaccurate information, whether caused by website users, by any of the equipment or

programming associated with or utilized in the Multimedia Astronaut Application and the Services, or by any technical or human error which may occur in the processing of Applications in connection with the Multimedia Astronaut Application. Application Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, failures, or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, whether on account of technical problems, traffic congestion on the Internet or at any website, or on account of any combination of the foregoing, that may occur (including but not limited to any such problems which may result in the inability to access the Multimedia Astronaut Application site or to process any Application in connection with the Multimedia Astronaut Application). Application Entities assume no responsibility for any injury or damage to Applicants or to any computer related to or resulting from participating in, or downloading materials in connection with, the Services and the Multimedia Astronaut Application. If the Multimedia Astronaut Application is not capable of running as planned, for any reason including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Application Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Services or the Applications, Space+ reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Multimedia Astronaut Application.

## 8. **PRIVACY**

By using the Starborn Space Program NFT Community and by entering the Applications, you agree to Space+ the use of your personal information for reasonable promotional and commercial purposes, without further compensation. You also agree to the use of your personal information as stated in the section entitled “Publicity” below and you acknowledge and agree that your Application and Final Selection may be disclosed by Space+ to applicable state or federal entities (e.g. Secretary of State, Department of

Revenue, etc.).

9. **FINAL SELECTION INFORMATION**

While the Preliminary Selection may be posted on the Application site at the conclusion of the Multimedia Astronaut Application, the Preliminary Selection is still subject to verification and must meet all eligibility requirements before being named and confirmed as the Final Selection. Written Confirmation of the Final Selection may be obtained after Final Selection confirmation is complete and within 30 days after conclusion of the Multimedia Astronaut Application by sending a self-addressed, stamped envelope to: Uplift Aerospace, Inc., Application List Requests, 1090 Center Drive, Park City, UT 84098.

10. **PUBLICITY**

Participation in the Multimedia Astronaut Application and acceptance of Final Selection and the Spaceflight constitutes the Applicant's permission for the Application Entities to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each Applicant regarding Space+, the Starborn Space Program NFT Community, or the Spaceflight for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Additionally, Space+ may request that you sign and return a publicity release to confirm your grant of rights to Space+ hereunder.

11. **INTELLECTUAL PROPERTY**

The Services, Multimedia Astronaut Application, and the Starborn Space Program NFT Community and all of the related pages, content and code are copyright ©2018-2022, Uplift Aerospace, Inc. and/or the Application Entities. Copying or unauthorized use of

any copyrighted materials, trademarks, or any other intellectual property without the express written consent of its owner is strictly prohibited.