

Midnight Bounty Program Terms

Effective Date: 13 Jan 2026

Administered by: Midnight Foundation

1. Acceptance

By submitting work, claiming a bounty, or otherwise participating in any Midnight bounty program (including content bounties, NIGHT Games, and related initiatives), you agree to these Terms. If you do not agree, do not participate.

2. License Grant

All contributions are licensed under the **Apache License, Version 2.0**. By submitting a contribution, you grant the Foundation and all recipients a perpetual, worldwide, non-exclusive, royalty-free license to use, reproduce, modify, distribute, and sublicense your contribution under the terms of that license.

You may view the full license at: <https://www.apache.org/licenses/LICENSE-2.0>

3. Originality and Right to Contribute

You represent and warrant that:

- The contribution is your original work
- You have the legal right to submit it and grant the licenses above
- The contribution does not infringe any third-party intellectual property, privacy, or other rights
- If the contribution includes code, content, or materials from third parties, such materials are clearly identified and compatible with the Apache 2.0 license

You agree to indemnify and hold harmless the Foundation from any claims arising from a breach of these warranties.

4. No Employment or Contractor Relationship

Participation in the bounty program does not create any employment, agency, partnership, or contractor relationship between you and the Foundation. You are not entitled to any employee benefits, insurance, or other compensation beyond the bounty payment expressly offered.

You are solely responsible for your own taxes, social contributions, and any obligations arising from payments received.

5. Token Payments

5.1 Payment Method

Bounty rewards are paid in NIGHT tokens or such other tokens as the Foundation may specify. Fiat currency payments are not available.

5.2 KYC Requirement

You must complete identity verification (KYC) through the Foundation's designated provider before receiving any token payment. Failure to complete KYC, or failure to pass verification, will result in forfeiture of the bounty.

5.3 Value Fluctuation

Token values fluctuate. The Foundation makes no guarantee as to the value of tokens at the time of payment or at any time thereafter. You accept full risk of value fluctuation.

5.4 No Securities or Investment Advice

Tokens are distributed as compensation for completed work. Nothing in this program constitutes an offer of securities, investment advice, or a solicitation to purchase tokens. You should not expect profits from token holdings.

5.5 Tax Responsibility

You are solely responsible for determining and fulfilling any tax obligations arising from receipt of tokens, including income tax, capital gains, VAT, or equivalent obligations in your jurisdiction. The Foundation will not withhold taxes on your behalf and will not provide tax advice.

5.6 Conversion Rate

Where a bounty amount is denominated in fiat currency (e.g., USD) but paid in NIGHT tokens, the conversion rate shall be determined as of the date the submission is deemed complete — that is, the date the deliverable is accepted by the Foundation and published (whether on Midnight channels or the contributor's channel, as applicable). The Foundation shall use a reasonable, good-faith method to determine the token price as of that date, which may include reference to public exchange data or other verifiable sources.

6. Eligibility

You represent and warrant that:

- You are at least 18 years of age (or the age of majority in your jurisdiction, if higher)
- You are not located in, a resident of, or a national of any jurisdiction subject to comprehensive sanctions by the United States, United Kingdom, European Union, or United Nations (including but not limited to: Cuba, Iran, North Korea, Syria, Russia, Belarus, and the Crimea, Donetsk, and Luhansk regions of Ukraine)
- You are not a Specially Designated National (SDN) or otherwise subject to sanctions administered by OFAC, OFSI, or equivalent authorities
- Your participation does not violate any applicable law or regulation

The Foundation reserves the right to refuse payment, disqualify participants, or reclaim tokens if any eligibility requirement is not met.

7. Program Discretion

The Foundation reserves the right, in its sole discretion, to:

- Modify, suspend, or terminate any bounty program at any time
- Reject or disqualify any submission
- Adjust bounty amounts prior to award
- Interpret these Terms and resolve disputes

Decisions of the Foundation are final.

8. Limitation of Liability

To the maximum extent permitted by law:

- The foundation's total liability to you for any claims arising from or related to the bounty program shall not exceed the value of the bounty payment you were eligible to receive
- In no event shall the foundation be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or goodwill
- The foundation provides the bounty program "as is" without warranties of any kind, express or implied

9. Governing Law and Disputes

These Terms are governed by the laws of England and Wales, without regard to conflict of law principles.

Any dispute arising from or related to these Terms or the bounty program shall be resolved by binding arbitration administered by the London Court of International Arbitration (LCIA) under its rules then in effect. The seat of arbitration shall be George Town, Grand Cayman. The language of arbitration shall be English. Judgment on the award may be entered in any court of competent jurisdiction.

10. Amendments

The Foundation may amend these Terms at any time by posting an updated version to this repository. Continued participation after an amendment constitutes acceptance of the revised Terms. Material changes will be noted in the commit history.

11. Severability

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12. Entire Agreement

These Terms constitute the entire agreement between you and the Foundation regarding the bounty program and supersede any prior understandings or agreements.

Questions

For questions about these Terms, contact: legal@midnight.foundation

Last updated: 13 Jan 2026