

## TERMS AND CONDITIONS

Last update: November, 2022

These Terms and Conditions (the “**Promotion T&Cs**”) govern and apply to the Promotion described herein (the “**Promotion**”) to be conducted by eToro AUS Capital Limited (“**eToro**” or the “**Promoter**”). The Promotion T&Cs apply specifically to the Promotion and are supplemental to the eToro terms and conditions (the “**eToro T&Cs**”) which apply to Users of the eToro Platform generally, including Promotion participants, and can be found here <https://www.etoro.com/customer-service/terms-conditions>. In addition, the following policies are incorporated by reference and applicable to participants in the Promotion: the eToro Privacy Policy which can be accessed here: <https://www.etoro.com/customer-service/privacy/> (“**eToro Privacy Policy**”); and the eToro Cookie Policy which can be accessed here: <https://www.etoro.com/customer-service/cookies/>.

### 1. **Definitions and Interpretation**

Unless the context otherwise requires, the following words and expressions shall have the meaning set out below:

- 1.1. “**Account**” or “**eToro Account**” the Invited Participant account with eToro registered under the same email address to which the Invited Participant received the Invite from eToro.
- 1.2. “**Allowable states/territories**” means, the following states and territories: New South Wales, Queensland, South Australia, Tasmania, Victoria, Western Australia, Australian Capital Territory, Jervis Bay Territory and Northern Territory. eToro may amend the list of the Allowable states/territories by adding and removing states/territories at its sole and exclusive discretion.
- 1.3. “**Eligible Participants**” means, as defined in section 4.1 below.
- 1.4. “**Promotion Period**” means, the period starting at 00:00 a.m. (EDT) on 01 May, 2022 (“**Start Date**”), and ends at 23:59 p.m. (EDT) on 31 December, 2023 (the “**End Date**”).
- 1.5. “**Advertiser**” means the website which provide the Participant with an Invite:
- 1.6. “**Invite**” means an invite to participate in the Promotion by way of either: (i) an email sent directly by eToro; or (ii) advertisement tool (i.e., banner, newsletter, button or other similar method) facilitated by the Advertiser.
- 1.7. “**Invited Participants**” means individuals who received the Invite.
- 1.8. the “**Promotion Criteria**” means, the criteria for the reward as described in section 4.1 below
- 1.9. “**Reward**” the rewards detailed in section 4.1 below that will be granted by eToro.
- 1.10. “**Trade**” means to open a position in the Account, whether self-directed or towards CopyPortfolio.

1.11. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in eToro T&Cs, unless the context shall otherwise require.

**2. General Promotion Description:**

The first five thousand (5,000) Invited Participants who met the Promotion Criteria during the Promotion Period will be eligible for a Reward, provided the qualifying terms below have been met, all subject to the Promotion T&Cs.

**3. Who may participate (Qualifying Terms)?**

Any Invited Participant who meets all the following qualifying terms may participate in the Promotion (the “**Qualifying Terms**”):

- 3.1. received the Invite;
- 3.2. have completed the registration to open an eToro account (in case of Invite from the Advertiser, used the Invite’s link to complete the registration);
- 3.3. be fully verified by eToro pursuant to its policies and procedures;
- 3.4. meet, accept and agree to eToro’s T&Cs and eToro Privacy Policy;
- 3.5. be a resident of any of the Allowable States/territories; and
- 3.6. is **not**: (a) an existing eToro customers with funded accounts as of the last update date above or any customer whose account has been closed within the past 30 days; (b) household member of an eToro employee, an employee of an eToro affiliate; or (c) a person involved in any part of the administration and execution of this Promotion.

**4. Eligibility for Rewards**

4.1. The first up to five thousand (5,000) Invited Participants, who met the Qualifying Terms and the following Promotion Criteria during the Promotion Period (the “**Eligible Participants**”) will be eligible to the Reward detailed below, subject to the Promotion T&Cs:

The Promotion Criteria	The Reward
Fund your new eToro Account in an amount equivalent (after conversion) to USD \$100 or more, and open a new trade (or multiple new trades), in real cryptoasset totaling at least USD \$100. Leveraged or cryptoasset traded otherwise classified as CFDs are excluded.	USD \$10

**5. The Rewards**

5.1. If you accept a Reward, you are solely responsible for all applicable taxes related to accepting the Reward. eToro shall make deductions from any Rewards’ amounts granted to the Eligible Participants, to the extent required under any applicable law.

- 5.2. Rewards are personal and non-transferable and shall apply solely to Account for which the Promotion was made available.
- 5.3. A Reward under this Promotion may only be granted once to an Eligible Participant.
- 5.4. Rewards will be funded in each Eligible Participant Account within 90 business days following the date each applicable Eligible Participant met the Promotion Criteria.
- 5.5. The Rewards' amounts are withdrawable in accordance with, and subject to provisions of eToro's T&C with respect withdraw amounts from the Account. The Rewards are intended to be utilized on the eToro Trading Platform. By participating in the Promotion, each Eligible Participant represents that he or she will not attempt to withdraw amounts attributable to the Reward during the first 90 days from the date the Reward was funded to the Account.
- 5.6. The Reward is not valid in conjunction with any other promotions, discounts or promo codes, unless otherwise stated.
- 5.7. eToro may terminate or cease this Promotion if the total value of the Rewards granted or paid under this Promotion reaches a certain threshold, per its sole discretion. For clarity, eToro may decide to change any such threshold, including the maximum amount of the potential Eligible Participates specified in section 4.1 above, at any time, per its sole discretion.

## 6. **Additional Terms**

- 6.1. An Invited Participant will be qualified under this Promotion only once, regardless of the amount of Invites received. Any person who received a notice on this Promotion from other customers or other third parties (including by way of text messages, emails, and other electronic means) and not directly from Advertiser or eToro will not be qualified to participate in the Promotion.
- 6.2. In any case of contradiction between these Promotion's T&Cs and any publication circulated via an email, push notification, banner, newsletter, button or other similar method sent to you by eToro or the Advertiser or by any such other publication means elected by eToro or the Advertiser in connection with the Promotion ("**Promotion Publication**"), these Promotion's T&C shall prevail unless specifically stated otherwise within such Promotion Publication.
- 6.3. These Promotion T&Cs are in addition to and should be read together with eToro's T&Cs and eToro Privacy Policy. Your participation in the Promotion and the use of any reward or benefit, and your use of any application, software, and websites in connection with such activity will be deemed to have accepted and agreed to be bound by these Promotions' T&Cs, eToro's T&Cs, and eToro Privacy Policy.
- 6.4. eToro may terminate and/or shorten, at its sole discretion, the Promotion, at any time before the expiration of the Promotion Period, or it may extend the Promotion

following the lapse of the Promotion Period. eToro reserves the right to stop, deny, withhold or withdraw the Promotion (or other promotions) at its sole discretion at any time.

- 6.5. At any given time, eToro may ask the participant to provide personally identifiable information. eToro reserves the right to limit, block access to its services and/or terminate the user account if such information is not provided. By providing eToro with the information and registering with eToro, the participant is confirming that any information provided is correct, accurate, updated, and complete information about yourself.
- 6.6. Without limitation of any provision set forth in eToro T&C and eToro Privacy Policy, eToro will retain a participant's name, email address and any other personal data that You shall provide to us during the registration or otherwise, or during subsequent correspondence ("**Personal Information**") in order to participate in the Promotion and for contacting the winner and/or for marketing activities. Each participant has the right to access and rectify your Personal Information, in accordance with data protection laws, by contacting eToro Customer Services at <https://www.etoro.com/customer-service/>.
- 6.7. Users who attempt to abuse the Promotion will forfeit their rewards. If any participant is attempting to compromise the integrity or the legitimate operation of the Promotion or by cheating or committing fraud or manipulation in any way, including by providing false details or by false registration, eToro may seek damages from such participant to the fullest extent permitted by law. Further, eToro may refrain from granting rewards and/or deduct any such amounts that were given to such participant under the Promotion and/or ban it from participating in any of eToro's future promotions.
- 6.8. If eToro suspects that a user (whether alone or with others) has manipulated or abused (or attempted to do so) the Promotion and/or otherwise acted in bad faith towards us or in a fraudulent manner, then, eToro reserves the right, at its sole discretion, to take the following actions with respect to any such user and/or to any person we consider is acting in concert with such user: (i) temporarily or permanently, block, suspend or terminate the services under such user account with eToro (or any portion thereof and close such account, and/or (ii) remove and/or deduct any benefit which might have been granted to such users (taking into account any loss sustained which will be fully recognized); and/or (iii) remove and/or deduct any profits gained by such users as a result of such manipulation or abuse, including by closing any open positions in the applicable user's account(s) with eToro, and/or (iii) deny, withhold, or withdraw that user from the Promotion and any future other promotion.
- 6.9. Eligibility to participate in the Promotion is limited to one account per person/household or environment in which computers are shared. Users participating

who have more than one trading account will be eligible for one Reward only. Users opening or operating multiple accounts to benefit from the Promotion will not be entitled to receive any benefit under the Promotion. For the purpose hereof, eToro may determine, in its sole discretion, that several accounts maintained under the same household/control/ownership shall be considered as a single account.

- 6.10. The Promotion is provided by eToro AUS Capital Limited, an Australian limited liability company. The Promotion will be governed by the laws of Australia.
- 6.11. For any questions, you may have you may communicate with us via our Customer Service Center <https://www.etoro.com/customer-service/>.

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