

TERMS AND CONDITIONS

Last update: December 2023

These Terms and Conditions (the “**Promotion T&Cs**”) govern and apply to the Promotion described herein (the “**Promotion**”) to be conducted by eToro USA LLC (“**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 applies to Users of the eToro Platform generally, including Promotion participants, and can be found here <https://www.etoro.com/en-us/customer-service/terms-conditions/>. In addition, the following policies are incorporated by reference and are applicable to participants in the Promotion: the eToro US Wallet Terms and Conditions, which can be accessed here: <https://www.etoro.com/en-us/customer-service/terms-conditions/>; the eToro Privacy Policy and the eToro Privacy Notice, both of which can be accessed here: <https://www.etoro.com/en-us/customer-service/privacy/> (“**eToro Privacy Policy**”); and the eToro Cookie Policy which can be accessed here: <https://www.etoro.com/en-us/customer-service/cookies/>. For additional state specific disclosures, please see: <https://www.etoro.com/en-us/customer-service/state-disclosures/>.

1. **Definitions and Interpretation**

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.

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

- 1.1. “**Account**” or “**eToro Account**” means the Invited Participant’s account with eToro.
- 1.2. “**Allowable states/territories**” means, the following states and territories: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Marianas Is., Maryland, Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Texas, Tennessee, US Minor Is, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming. 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**” has the meaning assigned to that term in section 4.1.
- 1.4. “**Promotion Period**” means the period starting at 00:00 a.m. (EDT) on February 1st, 2023 (“**Start Date**”) and ending at 23:59 p.m. (EDT) on December 31, 2024 (the “**End Date**”).

- 1.5. **“Advertiser”** means the website from which an Invited Participant received an invite (if not received via email).
- 1.6. **“Invite”** means an invite to participate in the Promotion delivered to the Invited Participant via either: (i) an email sent directly by eToro; or (ii) an advertisement (i.e., banner, newsletter, button or other similar method) by the Advertiser.
- 1.7. **“Invited Participants”** means individuals who receive an Invite.
- 1.8. **“Promotion Criteria”** means the criteria for the Reward .
- 1.9. **“Reward”** means the reward detailed in section 4.1.
- 1.10. **“Deposit”** means any sum of U.S. Dollars (**“USD”**) deposited in an Invited Participant’s Account in accordance with the Promotion Criteria.

2. **General Promotion Description:**

Up to the first three thousand three hundred thirty-three (3,333) Invited Participants who meet the Qualifying Terms and the Promotion Criteria during the Promotion Period will receive the Reward.

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

To participate in the Promotion, an Invited Participant must:

- 3.1. receive an Invite;
- 3.2. complete the eToro account registration process (and if invited to participate by an Advertiser, the Invited Participant must use the Invite’s link to complete the registration process);
- 3.3. be fully verified by eToro pursuant to its policies and procedures;
- 3.4. meet, accept and agree to the eToro T&Cs and eToro Privacy Policy; and
- 3.5. be a resident of any of the Allowable States/territories.

Notwithstanding the foregoing, the following persons are prohibited from participation in the Promotion

- 3.6. existing eToro customers as of the time immediately prior to the Start Date;
- 3.7. any eToro customer whose account has been closed within the 30 days immediately preceding the Start Date;
- 3.8. employees of an eToro affiliate and members of their household; and
- 3.9. persons involved in any part of the administration and execution of this Promotion.

4. **Eligibility for Rewards**

- 4.1. Up to the first three thousand three hundred thirty-three (3,333) Invited Participants who meet the Qualifying Terms and the following Promotion Criteria during the Promotion Period (the **“Eligible Participants”**) will receive the Reward:

The Promotion Criteria	The Reward
Complete a single Deposit of at least \$100 to your eToro Account at any time during the Promotion Period. Such Deposited funds must remain in your Account for a minimum of 90 days following the date of deposit.	One-time reward of \$15 deposited in your eToro account.

Individuals who opened an Account prior to the Start Date (whether or not such Account was funded) are not eligible for the Reward.

5. **The Reward**

- 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 the Account for which the Promotion was made available.
- 5.3. A Reward may only be granted once to an Eligible Participant.
- 5.4. The Reward will be funded in an Eligible Participant's Account within 90 business days following the date such Eligible Participant meets the Promotion Criteria.
- 5.5. The Reward is withdrawable in accordance with, and subject to provisions of, eToro's T&C's. The Reward is 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 is funded to the Account.
- 5.6. The Reward is not valid in conjunction with any other promotion, discount or promotional code, unless otherwise stated.
- 5.7. eToro may, in its sole discretion, terminate this Promotion if the total value of the Rewards granted or paid under this Promotion reaches a certain threshold. In addition, eToro may, in its sole discretion, decide to change any such threshold, including the maximum amount of the potential Eligible Participants specified in section 4.1 above.

5.8.5.8.

6. **Additional Terms**

- 6.1. An Invited Participant will be qualified under this Promotion only once, regardless of the amount of Invites an Invited Participant receives. Any person who receives an Invite on this Promotion from other customers or third parties (including by way of text messages, emails, and other electronic means) and not directly from Advertiser or eToro will not be eligible to participate in the Promotion.
- 6.2. In any case of contradiction between these Promotion T&Cs and any publication circulated via email, push notification, banner, newsletter, button or other similar method by eToro or the Advertiser in connection with the Promotion ("**Promotion Publication**"), these Promotion T&Cs 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 the eToro Privacy Policy. Your participation in the Promotion and use of any reward, benefit, application, software and website in connection therewith will be deemed an acceptance and agreement to be bound by these Promotion T&Cs, eToro's T&Cs and eToro Privacy Policy.
- 6.4. eToro may terminate and/or shorten, in its sole discretion, the Promotion at any time before the expiration of the Promotion Period. eToro may also extend the Promotion following the lapse of the Promotion Period. For the avoidance of doubt, eToro reserves the right to stop, deny, withhold or withdraw the Promotion (or other promotions) in its sole discretion at any time.
- 6.5. eToro may ask an Invited Participant to provide personally identifiable information at any time to the extent permitted by law. eToro reserves the right to limit, and block access to, its services and/or terminate the user Account if such information is not provided. By providing eToro with such information and registering with eToro, the Invited Participant is confirming that any information provided is correct, accurate, updated and complete.
- 6.6. Without limitation of any provision set forth in eToro's T&Cs and the eToro Privacy Policy, eToro will retain an Invited Participant's name, email address and any other personal data provided to us during the registration, subsequent correspondence or otherwise ("**Personal Information**") and eToro may use such information for contacting the winner and/or marketing activities to the extent permitted by law. Each Invited 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/en-us/customer-service/>.

- 6.7. Invited Participants who attempt to abuse the Promotion or manipulate their position in the ranking will forfeit their rewards in favor of the next Invited Participant in line in the ranking. If any Invited Participant attempts to compromise the integrity or the legitimate operation of the Promotion by cheating or committing fraud or manipulation in any way, including by providing false details or false registration, eToro may seek damages from such Invited Participant to the fullest extent permitted by law. Further, eToro may refrain from granting rewards and/or deduct any amounts that were granted to such Invited Participant under the Promotion. eToro may also ban such Invited Participant from participating in any of eToro's future promotions.
- 6.8. If eToro suspects that an Invited Participant (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, in its sole discretion, to take the following actions with respect to any such Invited Participant and/or any person eToro believes is acting in concert with such Invited Participant: (i) temporarily or permanently block, suspend or terminate the services under such Invited Participant's account with eToro (or any portion thereof) and close such account; (ii) remove and/or deduct any benefit which might have been granted to such Invited Participant (taking into account any loss sustained which will be fully recognized); (iii) remove and/or deduct any profits gained by Invited Participants as a result of such manipulation or abuse, including the closure of any open positions in the applicable account(s) with eToro; and/or (iv) deny, withhold or withdraw the Invited Participant from the Promotion and any future promotion.
- 6.9. Eligibility to participate in the Promotion is limited to one Account per person/household or environment in which computers are shared. Invited Participants who have more than one Account are only eligible for one Reward. Persons opening or operating multiple Accounts to benefit from the Promotion will not be entitled to the Reward 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 a single Account.
- 6.10. The Promotion is provided by eToro USA LLC, a Delaware limited liability company. The Promotion will be governed by the laws of Delaware.
- 6.11. For any questions, you may have you may communicate with us via our Customer Service Center <https://www.etoro.com/en-us/customer-service/>.
