# NFP Promotion

# **Terms and Conditions**

PLEASE NOTE: IT IS YOUR SOLE RESPONSIBILITY TO REVIEW AND UNDERSTAND YOUR ELIGIBILITY TO PARTICIPATE IN OUR PROMOTIONS. IF YOU ARE PARTICIPATING IN VIOLATION OF YOUR EMPLOYER'S POLICIES OR ANY OTHER POLICIES, RULES OR REGULATIONS APPLICABLE TO YOU, YOU MAY BE DISQUALIFIED FROM ENTERING OR RECEIVING REWARDS. ETORO (EUROPE) LIMITED ("ETORO", "US", "OUR" OR "WE") DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY FOR DISPUTES IN THAT RESPECT.

#### **Promotion Description:**

This is a promotion under which during the Promotion Period (as defined below) we will provide eToro Credits rewards to certain Eligible Participants (as defined below), subject to all terms herein and as will be determined by eToro.

## What are the start and end dates?

This Promotion starts at 08:00 a.m. GMT on January 30<sup>th</sup>, 2016 and ends at 11:59 p.m. GMT on February 4<sup>th</sup>, 2016 (the "**Promotion Period**"). At eToro's sole discretion, the Promotion Period may be extended.

## Can I Enter? Winner Determination and Rewards:

#### I. eToro user which meets all of the following cumulative requirements during the Promotion Period shall be considered an Eligible Participant. The eToro user has to be:

(a) a user who has verified his/her account pursuant to eToro's policies and procedures;

(b) at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to you;

(c) NOT an employee of eToro or of an eToro affiliate and NOT an immediate family (parent, sibling, spouse, child) or household member of an eToro employee, an employee of an eToro affiliate, or a person involved in any part of the administration and execution of this Promotion; and

(d) NOT involved in any part of the administration and execution of this Promotion.

#### II. To participate in the NFP Promotion you must:

- a. be an Eligible Participant;
- b. access the NFP Promotion via eToro mobile application and/or via <a href="https://www.etoro.com/">https://www.etoro.com/</a>;
- c. a real depositor (user has to have funded his/her account and not solely be using eToro Credits); and
- d. post at least one comment during the Promotion Period on one of the Daily NFP Post (as defined below) that will be posted by eToro every day and displayed on the eToroExperience Wall with your assumption of the expected rate of the Non-Farm Payroll figure that is expected to be published on February 5<sup>th</sup> 2016 by the US Bureau of Labor Statistics ("NFP Figure"). During the Promotion Period, eToro will post a separate NFP post every day at 08:00 a.m. GMT and you can make your assumptions on that post until 08:00 a.m. GMT the next calendar day ("Daily NFP Post"). If you make a number of assumptions on a specific Daily NFP Post, then We will only consider the last comment as your assumption for that Daily NFP Post.

#### III. Winner Determination and Rewards:

On Friday, February 5<sup>th</sup> 2016, following the official announcement of the NFP Figure, We will collect the assumptions for each Daily NFP Post, and the 3 people that came closest to the NFP Figure on each of these Daily NFP Posts will receive a reward of \$100 in eToro Credits;

18 rewards will be rewarded altogether in this Promotion.

The results as recorded on the eToro records and systems shall be deemed final and binding on all Eligible Participants. The use of eToro Credits is subject to eToro Terms and Conditions.

If you shall be entitled to win a reward, we will notify you by e-mail (using the e-mail registered with your eToro username), within 10 business days as of the announcement of the NFP Figure. If the notification that we send is returned undeliverable, or you are otherwise unreachable for any reason, we may award the reward to a runner-up. At any given time, starting from the date of your registration with Us We may ask You to provide personally identifiable information. eToro reserves the right to limit, block access to the Services and/or terminating the user account if such information is not provided. If You choose to provide Us with the information and register with Us as our customer, You are confirming to Us that any information provided is true, accurate, updated and complete information about yourself.

We further reserve the right to publish the winners' names and countries, in any form or media whatsoever. In no circumstances will you be entitled to receive a cash payment. Rewards are not transferable. The winners will receive their eToro rewards no later than 10 business days as of the announcement of the NFP Figure. You may not exchange your reward for cash or any other merchandise or services. You may not designate someone else as the winner. If you are unable or unwilling to accept your reward, We may award it to a runner-up. If you accept a reward, you will be solely responsible for all applicable taxes related to accepting the reward. In the event that a number of winners were ranked at the same place in any given day, the first to predict the figure that is closest to the NFP Figure will win. Unless otherwise noted, all rewards are subject to eToro Credit's policy as described in our terms and conditions and websites.

#### What Other Conditions Am I Agreeing To By Entering?

- a. By entering the Promotion all entrants will be deemed to have accepted and agreed to be bound by these conditions and eToro Terms and Conditions, our <u>Privacy Policy</u> and <u>Risk Disclaimer</u> which are set out at <u>www.etoro.com</u>.
- b. Users from the following countries are not eligible to participate in the promotion: United States, Japan, Brazil, Turkey, Canada (Including Ontario & Quebec), Iran, Democratic People's Republic of Korea (DPRK), Algeria, Cuba, China, Indonesia, India, Bangladesh, Pakistan, Philippines, Tunisia, Myanmar, Sudan, Syria and Sri Lanka. We may add additional countries, as shall be determined by us at our sole discretion.
- c. Without limitation of any provision set forth in Our terms and conditions <u>Terms and Conditions</u>, eToro will retain your name, email address and any other personal data that you provide to us in your winning form, or during subsequent correspondence ("**Personal Information**") in order to participate in the Promotion and for contacting the winner and/or for its marketing activities. You have the right to access and rectify your Personal Information, in accordance with data protection laws, by contacting eToro Customer Services at <u>www.etoro.com/help</u>
- d. At any time, we reserve the right to cancel, change or suspend this Promotion.
- e. If you attempt to compromise the integrity or the legitimate operation of this Promotion by hacking or by cheating or committing fraud in ANY way, including by providing false details or by false registration, we may seek damages from you to the fullest extent permitted by law. Further, we may not provide any rewards or deduct any rewards that were given to you under this Promotion and/or ban you from participating in any of our future Promotion, so please play fairly.
- f. Users who attempt to abuse the Promotion or manipulate their position in any way will forfeit their reward in favor of the next runner-up in line in the ranking.
- g. Eligibility to participate in this promotion is limited to one account per person/household. Users participating who have more than one trading account will be eligible for one reward only.
- h. Users who acted against the eToro Community Guidelines after being warned for any reason and/or were blocked from the eToro Social Platform, will not be entitled to receive any reward.
- i. Users opening or operating multiple accounts in order to benefit from this Promotion will not be entitled to receive any reward.
- j. eToro reserves the right to publish a list of users disqualified from participating in the Promotion.
- This Promotion is hosted in Cyprus. This Promotion will be governed by the laws of the Republic of Cyprus and You consent to the exclusive jurisdiction and venue of the courts of Limassol, Cyprus for any disputes arising out of this Promotion. If you do not agree with this provision and these General <u>Terms and Conditions</u>, please do not enter this Promotion.

The Promoter is: ETORO (EUROPE) LIMITED, 7 Omirou Street, Eleni Towers, 2nd Floor, Limassol, Cyprus 3095