

## FTX EUR FIAT AND EUROCC DEPOSIT CAMPAIGN - TERMS AND CONDITIONS

Sponsored by FTX (the “**Sponsor**”)

(Not available in certain jurisdictions)

NO TRADE OR PURCHASE OBLIGATION NECESSARY TO PARTICIPATE IN THE PROMOTION OR RECEIVE THE REWARD. VOID WHERE PROHIBITED.

The following terms and conditions (“**Terms**”) govern your participation in the FTX “EUR FIAT and EUROCC Deposit” promotion (“**Promotion**”) in connection herewith and transmitted by FTX.com, a website offered by FTX Trading Ltd (“FTX”).

The Promotion begins on 29 July 2022 at 2pm (UTC) and ends on 12 August 2022 at 2pm (UTC) (the “**Promotion Period**”).

1. **Agreement to Terms and Conditions.** By participating in the Promotion, you accept and agree to be bound by these Terms and Conditions.
2. **Eligibility Requirements for receiving the Reward.** You will be eligible to participate in the promotion and receive the reward if you satisfy the following eligibility requirements (the “**Eligibility Requirements**”):
  - 2.1. You are a Level 2 identity verified user (i.e., you have completed the Level 2 identity verification for registering an FTX account); and
  - 2.2. You deposit in your FTX Wallet, during the Promotion Period, a net deposit of  $\geq 100$  EUR fiat or 100 EUROCC (the “**Net Deposit**”). Please note that any deposit during the Promotion Period in your OTC Wallet will not count towards your Net Deposit unless you transfer the Net Deposit in your FTX Wallet.

**Note: To receive the reward, you must have satisfied the above eligibility requirements. Creating an account for the first time will require the collection of personal information for identity verification purposes. In case the creation of an FTX account is not approved by FTX via the verification process (Level 2 identity verification), you will not be eligible to participate in the Promotion. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF A REWARD UNLESS AND UNTIL THAT ENTRANTS’S ELIGIBILITY AND COMPLIANCE WITH ALL REQUIREMENTS TO CLAIM THE REWARD HAVE BEEN VERIFIED AND FULFILLED, AND THE ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. We are not responsible for entries that we do not receive for any reason. We will automatically disqualify any entries that otherwise violate any of these Terms and Conditions.**

3. **Entry Limit and reward cap per user.** There is no maximum number of participations in the Promotion. All users who meet the Eligibility Requirements are entitled to receive the reward as outlined in clause 4 below. There is no reward cap per user. Users violating these Terms and Conditions will be disqualified.
4. **Reward.** The Sponsor is giving out a total of 150,000 EUROCC spot (the “**Reward**”) to all users meeting the Eligibility Requirements. All users meeting the Eligibility Requirements will equally split the Reward. Each user’s reward will be calculated based on their EUR fiat or EUROCC net deposit during the Promotion Period. Each user’s reward will be determined in accordance with the following formula:

$$\text{User's reward} = \frac{150,000 \text{ EUROC spot}}{\text{Total number of users meeting Eligibility Requirements}}$$

Reward calculation example:

- Total number of users who meet the eligibility requirements is 1,500.
- User A deposited 100 EUR fiat or 100 EUROC in its FTX Wallet and meets all Eligibility Requirements.
- User B deposited 300 EUR fiat or 300 EUROC in its FTX Wallet and meets all Eligibility Requirements.
- User A's reward =  $\frac{150,000 \text{ EUROC}}{1,500} = 100 \text{ EUROC}$
- User B's reward =  $\frac{150,000 \text{ EUROC}}{1,500} = 100 \text{ EUROC}$

5. **Receiving the reward.** The reward will be credited in the users account (where the Net Deposit was deposited during the Promotion Period) within 14 days from the end of the Promotion Period. FTX reserves the right to replace the Reward with an alternative Reward of equal or higher value if circumstances beyond FTX's control makes it necessary to do so. FTX reserves the right to hold void, cancel, suspend, or amend the Promotion or amend these Terms and Conditions where it becomes necessary to do so.
6. **Disclaimers and Limitations on Liability.** Sponsor is not responsible for phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties or any technical hardware or software failures of any kind, which may limit a person's ability to participate in the Promotion.

IN NO EVENT WILL SPONSOR BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF THESE TERMS AND CONDITIONS OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROMOTION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL FTX AND ANY PARTICIPANT'S TOTAL LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM YOUR PARTICIPATION IN, OR INABILITY TO PARTICIPATE IN, THE OFFERING EXCEED \$1,000. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THESE TERMS.

7. **Indemnification.** You agree to release, indemnify, defend and hold Sponsor and its parent, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Promotion, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in this Promotion or acceptance or use of a reward or parts thereof, including, without limitation, (i) any condition caused by events beyond Sponsor's control that may cause the Promotion to be disrupted or corrupted; (ii) the reward, or acceptance, possession, or use of the reward, or from participation in the Promotion; and (iii) any printing or typographical errors in any materials associated with the Promotion.
8. **Compliance.** You represent and warrant that you are in compliance with all applicable laws, ordinances, judgments, orders, rules and regulations that are applicable to you in connection with your use, holding, sale or transfer of the Reward. Your receipt, continued beneficial ownership of and transfer of the Reward will not violate any applicable laws of your jurisdiction.

9. **Restricted Jurisdictions:** You are not located, incorporated or otherwise established in, or a citizen or resident of any state, country or other jurisdiction that is designated by the U.S. Secretary of State as a country supporting international terrorism, or to which U.S. nationals cannot lawfully engage in transactions as designated by the Office of Foreign Assets Control (“OFAC”), including Cuba, Crimea region of Ukraine, Democratic People’s Republic of Korea, Iran, and Syria, and you are not a person found on the OFAC Specially Designated Nationals, Blocked Persons List, or any other consolidated prohibited persons list as determined by any applicable governmental authority. In addition, FTX reserves the right to limit users from any jurisdiction from participating in the Promotion.
10. **Disclosures; Assumption of Risks. THE RISK OF LOSS IN BUYING, HOLDING AND TRADING DIGITAL ASSETS THEREIN, INCLUDING EUROCC, CAN BE IMMEDIATE AND SUBSTANTIAL. THERE IS NO GUARANTEE AGAINST LOSSES FROM PARTICIPATING IN THE PROMOTION. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER TRADING OR HOLDING THE EUROCC IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION.**
11. **Taxes.** YOU MAY SUFFER ADVERSE TAX CONSEQUENCES AS A RESULT OF PURCHASING, HOLDING, EXCHANGING, SELLING, STAKING, TRANSFERRING OR OTHERWISE USING THE REWARD IN ANY WAY. YOU HEREBY REPRESENT THAT (A) YOU HAVE CONSULTED WITH A TAX ADVISER THAT YOU DEEM ADVISABLE IN CONNECTION WITH YOUR USE OF THE REWARD, OR THAT YOU HAVE HAD THE OPPORTUNITY TO OBTAIN TAX ADVICE BUT HAVE CHOSEN NOT TO DO SO, (B) NEITHER FTX NOR ANY OTHER PARTY HAS PROVIDED YOU WITH ANY TAX ADVICE, AND (C) YOU AGREE TO BE FULLY RESPONSIBLE FOR ANY TAXES RESULTING FROM YOUR RECEIPT AND USE OF THE REWARD.
12. **Use of Wallet:** You assume full responsibility and liability for any losses resulting from any intentional or unintentional misuse of any wallet used to receive, store, exchange or send EUROCC including, without limitation, any loss resulting from designating a non-compliant wallet for the or the receipt of EUROCC, any unauthorized third party access to your wallet, depositing one type of digital asset to a wallet intended for another type of digital wallet, or any errors, typos or inaccuracies in providing a valid wallet address for the receipt of the Tokens.
13. **Publicity.** Except where prohibited, by participating in the Promotion, you consent to the use of your name, photo and/or likeness, biographical information, entry and statements attributed to you (if true) for advertising and promotional purposes, including without limitation, inclusion in Sponsor’s newsletters, the Sponsor’s homepages located at <https://ftx.com/eu> and those of our partners and our social media channels (including [https://instagram.com/ftx\\_app/](https://instagram.com/ftx_app/), [https://www.instagram.com/ftx\\_official/](https://www.instagram.com/ftx_official/), [https://www.instagram.com/ftx\\_us/](https://www.instagram.com/ftx_us/), [https://twitter.com/ftx\\_official](https://twitter.com/ftx_official), [https://twitter.com/ftx\\_us](https://twitter.com/ftx_us), [https://twitter.com/ftx\\_app/](https://twitter.com/ftx_app/), without additional compensation.
14. **Additional Conditions.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Promotion and/or these Terms and Conditions in whole or in part, if in Sponsor’s opinion (a) the Promotion is not capable of running as planned by reason of the occurrence of any event beyond its control including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications, equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Promotion by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control, or (b) any other factors beyond Sponsor’s reasonable control corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, in all instances without liability to the entrants. Sponsor also reserves the right to disqualify any entrant or winner, as determined by Sponsor, in its sole discretion.

15. **Governing Law and Choice of Forum.** These Terms and Conditions are governed by the laws of Antigua and Barbuda and entrants to the Promotion submit to the jurisdiction of the Antigua and Barbuda courts. FTX reserves the right to update these Terms and Conditions from time to time and any updated version will be effective as soon as it is published on the website.
16. **Personal Information.** Sponsor may collect personal data about entrants, in accordance with its privacy policies. Please review these Terms and Conditions and Sponsor's Privacy Policy, which can respectively be found at FTX.com.
17. **Sponsor's Address:** Friar's Hill Road, Mandolin Place, Saint John's, AG-04, Antigua and Barbuda.
18. **Contact.** If you have any questions relating to this Promotion, you may contact Sponsor via email at: [promotions@ftx.com](mailto:promotions@ftx.com).