

TERMS AND CONDITIONS

Last update: October 17, 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**”). The Promotion T&Cs apply specifically to the Promotion and are supplemental to the eToro terms and conditions (the “**eToro T&Cs**”) that apply to Users of the eToro Platforms generally, including Promotion Participants, and can be found here <https://www.eto.com/en-us/customer-service/terms-conditions/>. In addition, the following policies are incorporated by reference and applicable to Participants in the Promotion: the eToro Privacy Policy and the eToro Privacy Notice, which can be accessed at <https://www.eto.com/en-us/customer-service/privacy/> (“**eToro Privacy Policy**”) and the eToro Cookie Policy which can be accessed at <https://www.eto.com/en-us/customer-service/cookies/>. For additional state-specific disclosures, please see: <https://www.eto.com/en-us/customer-service/state-disclosures/>. Please review the [Disclosure Library](#) to review these critical documents and more. This Promotion is not a recommendation to trade any investment products.

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**” means the account with eToro that is required to be opened as part of the Promotion Criteria.
- 1.2. “**Allowable states/territories**” means the supported states and territories noted at <https://www.eto.com/en-us/trading/live-states/>. . eToro may amend the list of the Allowable states/territories by adding and removing states/territories at its sole and exclusive discretion.
- 1.3. “**Club Member**” is a special customer status offered by eToro which comes with additional benefits and opportunities. . More details about the eToro Club can be found at <https://www.eto.com/en-us/about/clubs/>.
- 1.4. “**Eligible Participants**” means Participants who satisfy the Promotion Criteria.
- 1.5. “**Promotion Period**” refers to the start and end dates of the Promotion as set forth in eToro’s marketing materials. Promotion Period is subject to change and

eToro reserves the right to extend the Promotion, change Promotion Criteria, or discontinue the Promotion at any time.

- 1.6. **“Participants”** means eToro customers who participate in the Promotion.
- 1.7. **“Promotion Criteria”** means the Reward eligibility criteria described in section 4.1 below and elsewhere in these Promotion T&Cs.
- 1.8. **“Reward”** means the rewards referenced in section 4.1 below that will be granted by eToro to Eligible Participants who satisfy the Promotion Criteria.
- 1.9. 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:

A Participant who meets the Promotion Criteria during the Promotion Period will be eligible for a Reward, provided all qualifying terms below have been met, all of which are subject to the Promotion T&Cs.

3. Who may participate (Qualifying Terms)?

A Participant may participate in the Promotion if they (the **“Qualifying Terms”**):

- 3.1. completed the registration to open the required eToro account;
- 3.2. satisfied the applicable deposit requirement referenced in Section 4.1;
- 3.3. were fully verified by eToro pursuant to its policies and procedures;
- 3.4. meet, accept, and agree to [eToros T&Cs](#) and the [eToro Privacy Policy](#);
- 3.5. are a resident of one of the Allowable States/territories;
- 3.6. are **not** yet a Club Member at the start of the Promotion Period; and
- 3.7. are **not**: a 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.

4. Eligibility for Rewards

- 4.1. A Participant who meets the Qualifying Terms and the following Promotion Criteria during the Promotion Period (the **“Eligible Participants”**) will be eligible

for a Reward as noted below, subject to the Promotion T&Cs. A Participant is not eligible to receive more than one Reward and a Participant is only eligible for the Reward that was described to them specifically in the eToro marketing materials they received about this Promotion.

To receive a Reward, a Participant must deposit the required amount or more into their eToro Account during the Promotion Period. The required amount is described to each Participant in eToro's marketing materials for this Promotion. Similarly, the Reward amount a Participant is eligible to receive is also described in those same marketing materials.

Please note that Participants will receive different marketing materials describing different deposit requirements and Reward amounts. A Participant is only eligible for the Reward offered in the marketing material sent to them directly once the criteria described in these Promotion T&Cs are all satisfied.

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 Reward 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 under this Promotion may only be granted once to an Eligible Participant.
- 5.4. Rewards are expected to be funded in each Eligible Participant Account before the expiration of 30 business days following the end of the Promotion Period.
- 5.5. The Rewards amounts are withdrawable in accordance with, and subject to provisions of [eToro's T&Cs](#) with respect to withdrawal amounts from the Account. The Rewards are intended to be utilized on an 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 30 days from the date the Reward was funded to the Account. eToro has the authority to take back the Reward amount if such a premature withdrawal occurs or if there is suspected abuse of the Promotion.
- 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 this Promotion for any reason and at any time.

6. Additional Terms

- 6.1. A Participant will be qualified under this Promotion only once. 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 eToro will not be qualified to participate in the Promotion.
- 6.2. In any case of contradiction between these Promotion T&Cs and any publication circulated via an email, push notification, banner, newsletter, button or other similar method sent to you by eToro or by any such other publication means elected by eToro in connection with the Promotion ("**Promotion Publication**"), these Promotion 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 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 Promotion 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&Cs](#) 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/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.eto.com/en-us/customer-service/>.

- 6.7. Users who attempt to abuse the Promotion will forfeit their Reward. 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 a Reward and/or deduct any such amount that was 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 (iv) 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 Reward per person/household or environment in which computers are shared. Users participating will be eligible for one Reward only. Users opening or operating multiple accounts to fraudulently 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 USA LLC (a licensed money transmitter). 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.eto.com/en-us/customer-service/>.
