

TERMS AND CONDITIONS - ETORO OPTIONS VIRTUAL TRADING COMPETITION

Last update: February 27, 2024

These Terms and Conditions (the “**Promotion T&Cs**”) govern and apply to the Promotion described herein (the “**Promotion**”) to be conducted by eToro USA Securities Inc. (“**eToro**” or “**Sponsor**”). eToro is a broker-dealer registered with the Securities and Exchange Commission ([SEC](#)) and a member of the Financial Industry Regulatory Authority ([FINRA](#)) and the Securities Investor Protection Corporation ([SIPC](#)). This Promotion is a Paper Trading competition that will provide a Reward for the virtual trades made during the Promotion Period that result in the first, second, and third-highest returns as measured on the eToro Options platform. The Promotion does not require any purchases or deposits and does not involve real investments with real dollars. It is an educational event to give new and existing customers an opportunity to learn more about options trading, financial markets, and eToro’s options trading platform. eToro Options is the product name for an options trading mobile application that is offered by eToro. This Promotion is not a recommendation to trade options. Learn more about options trading, including the risks, [here](#).

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](#). In addition, the following policies are incorporated by reference and are applicable to individuals participating in the Promotion: the eToro Privacy Policy and the eToro Privacy Notice, which can be accessed at [here](#) (“**eToro Privacy Policy**”); and the eToro Cookie Policy that can be accessed [here](#).

Sponsor reserves the right to change, revise, and modify these Promotion T&Cs and the Promotion. Your continued participation in the Promotion after such change, revision, or modification constitutes your acceptance of the same.

1. **Definitions and Interpretation**

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

- 1.1 “**Allowable states/territories**” means the states and territories listed as available on the following webpage: <https://www.etoro.com/en-us/trading/live-states/>.
- 1.2 “**Eligible Participants**” means the Participants who are eligible for a Reward if they satisfy the requirements in section 4 and the rest of these Promotion T&Cs.

- 1.3 **“eToro Account”** means the real broker-dealer account with eToro that a Participant must have first opened before participating in the Promotion. The qualifying Paper Trades will be reflected in this account although no real dollars or trades will be involved.
- 1.4 **“Promotion Period”** refers to the start and end dates of the promotion as set forth in eToro marketing materials. Promotion Period is subject to change and eToro reserves the right to extend or limit promotions, change eligibility criteria, or discontinue promotions especially if fraudulent behavior is detected.
- 1.5 **“Participants”** means eToro customers who participate in the Promotion.
- 1.6 **“Paper Trading”** is a form of simulated or virtual trading that does not involve real dollars, real trades, or any risk of investment loss. This Paper Trading will be reflected in a Participant’s eToro Account although no actual dollars will be involved and no real trades will take place.
- 1.7 **“Promotion Criteria”** means, the criteria for the Reward as described in section 4 below.
- 1.8 **“Reward”** means each of the rewards detailed in section 4 below that will be granted by eToro to the small number of Eligible Participants who satisfy the Promotion Criteria.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the [eToro T&Cs](#) unless the context shall otherwise require.

2. General Promotion Description:

This Promotion is a Paper Trading contest that will provide a Reward to the individuals with the three virtual trades that result in the highest returns as measured on the eToro Options platform during the Promotion Period. The Promotion is an educational event to give new and existing customers an opportunity to learn more about options trading, financial markets, and eToro’s options trading offering. A Participant who meets the Promotion Criteria during the Promotion Period will be eligible for a Reward, provided all qualifying terms have been met, all of which are subject to the Promotion T&Cs.

3. Qualifying Terms:

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

- 3.1 complete the registration to open the required eToro Account;
- 3.2 complete at least one eToro Options Paper Trade during the Promotion Period;

- 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 the [eToro Privacy Policy](#);
- 3.5 be a resident of one of the Allowable States/territories;
- 3.6 satisfy any deposit requirements as described in eToro marketing materials regarding the Promotion; and
- 3.7 **not** be: (a) a household member of an eToro employee, an employee of an eToro affiliate; or (b) a person involved in any part of the administration and execution of this Promotion.

As described in Section 4, only a **very** limited number of Eligible Participants will receive a Reward from eToro for participating in the Promotion as this is a competition where only the top performers receive a Reward.

4. Eligibility for Rewards

A Participant who meets the Qualifying Terms above **and** the following Promotion Criteria during the Promotion Period (the "**Eligible Participants**") will be eligible to receive the Reward(s) detailed below, subject to the Promotion T&Cs:

The Promotion Criteria
<p><u>First Place:</u> The Eligible Participant who makes the Paper Trade that results in the highest return as measured on eToro Options during the Promotion Period will receive a Reward of \$2,500.</p>
<p><u>Second Place:</u> The Eligible Participant who makes the Paper Trade that results in the second-highest return as measured on eToro Options during the Promotion Period will receive a Reward of \$1,000.</p>
<p><u>Third Place:</u> The Eligible Participant who makes the Paper Trade that results in the third-highest return as measured on eToro Options during the Promotion Period will receive a Reward of \$500.</p>

5. The Rewards

- 5.1 If you accept a Reward, you are solely responsible for all applicable taxes. 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 to other individuals.
- 5.3 eToro will deposit the applicable Reward in the eToro Account of each of the individuals who satisfied the criteria in Section 4 promptly upon determining that these individuals have satisfied the Promotion Criteria.
- 5.4 The Rewards amounts are withdrawable in accordance with, and subject to provisions of the [eToro T&Cs](#) with respect to withdrawal amounts from the Account.
- 5.5 The Reward is not valid in conjunction with any other promotions, discounts, or promo codes, unless otherwise stated.
- 5.6 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. Additional Terms

- 6.1 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'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 the [eToro T&Cs](#) and the [eToro Privacy Policy](#). Your participation in the Promotion and the use of any Reward or other benefit, and your use of any application, software, and websites in connection with such activity will be deemed to be bound by these Promotion's T&Cs, the [eToro T&Cs](#), and the [eToro Privacy Policy](#).

- 6.4 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's eToro 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.
- 6.5 Except where prohibited by law, **participating in the Promotion means that the Participant is deemed to have given consent for the Sponsor and their respective designees (including affiliates) to use, publish, and display:** (1) the name, voice, photograph, username, and other likeness and/or any biographical information the Participant may provide; (2) information about the Participant's performance in the Promotion (*e.g.*, publishing a leaderboard or performance results with Participant's username); (3) and/or any statement the Participant may make concerning the Promotion or any Reward won (collectively, "Participant Information") on websites or mobile applications associated with eToro, in any social media (*e.g.*, Facebook, Instagram, TikTok, Twitter) or other platforms (*e.g.*, YouTube, Twitch), e-banners and promotional emails. The above may be published worldwide during and following the conclusion of the Promotion for commercial, promotion, advertising, marketing and other purposes, without notification, review, approval, or compensation to Participant.
- 6.6 Without limitation of any provision set forth in the the [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.etoro.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 Rewards and/or deduct any such amounts that were given to such Participant under the Promotion and/or ban Participant 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, 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's eToro Account or an affiliate (or any portion thereof and close such account), and/or (ii) remove and/or deduct any benefit which might have been granted to such user (taking into account any loss sustained which will be fully recognized by user); and/or (iii) remove and/or deduct any profits gained by such user as a result of such manipulation or abuse, including by closing any open positions in the applicable user's account(s) with eToro or an affiliate, and/or (iii) deny, withhold, or withdraw that user from the Promotion and any future other promotion.
- 6.9 Users opening or operating multiple eToro Accounts to fraudulently benefit from the Promotion will not be entitled to receive any Reward under the Promotion. For the purpose hereof, eToro may determine, in its sole discretion, that several eToro Accounts maintained under the same household/control/ownership shall be considered as a single eToro Account.
- 6.91 The Promotion is provided by eToro USA Securities Inc. (a broker-dealer registered with the Securities and Exchange Commission). The Promotion will be governed by the laws of Delaware, but Participants must only participate in the Promotion if it does not violate any applicable local laws.
- 6.92 For any questions, you may have you may communicate with eToro via our Customer Service Center <https://www.etoro.com/en-us/customer-service/>.
