

## TERMS AND CONDITIONS - ETORO ACADEMY LEARN & EARN CHALLENGE

Last update: July 15, 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 LLC (“**eToro MSB**”) and eToro USA Securities Inc. (“**eToro BD**”) (collectively “**Sponsors**” or “**eToro**”). eToro MSB is a money services business registered with the Financial Crimes Enforcement Network ([FinCEN](#)) and is a licensed money transmitter in many [states](#) that offers cryptocurrency trading services. eToro BD is a broker-dealer registered with the Securities and Exchange Commission ([SEC](#)) and is a member of the Financial Industry Regulatory Authority ([FINRA](#)) and the Securities Investor Protection Corporation ([SIPC](#)). eToro BD offers stock, ETF, and option trading services. This eToro Academy Learn & Earn Challenge (“**Challenge**”) is an educational promotion intended to encourage Sponsors’ customers to learn more about financial markets and investing. As detailed below, Eligible Participants will receive cash rewards for successfully completing online courses and passing quizzes about such topics, as well as for completing a final survey about the Challenge (“**Feedback Survey**”). The Promotion does not require any purchases, deposits, or investments. It is an educational event to give new and existing customers an opportunity to learn more about financial markets and investing. Neither this Promotion, nor any of the related content, is an investment recommendation by either the eToro MSB or eToro BD.

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 [here](#) (“**eToro Privacy Policy**”); and the eToro Cookie Policy that can be accessed [here](#).

Sponsors reserve 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 Academy”** refers to the suite of educational resources provided by eToro and its affiliates that is available at <https://www.etoro.com/en-us/academy/>.
- 1.4 **“eToro Accounts”** means the money services business account (**“eToro MSB Account”**) and broker-dealer account (**“eToro BD Account”**) that a Participant must have opened before successfully completing the Promotion (collectively **“eToro Accounts”**). Again, no actual investments or deposits are required to participate in the Promotion.
- 1.5 **“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. Each course and corresponding quiz, and the final Feedback Survey, will only be available during certain parts of the Promotion Period.
- 1.6 **“Participants”** means eToro customers who participate in the Promotion.
- 1.7 **“Promotion Criteria”** means the criteria for the Reward as described in section 4 below.
- 1.8 **“Reward”** means the reward(s) detailed in section 4 below that will be paid by eToro MSB on behalf of Sponsors to the Eligible Participants who satisfy the Promotion Criteria. The Reward will be added to your eToro MSB Account

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 an educational challenge intended to encourage Sponsors’ customers to learn more about financial markets and investing through the [eToro Academy](#). Participants will be able take educational courses covering various financial topics and then take the corresponding quizzes and ultimately submit a Feedback Survey. Eligible Participants can earn the Reward described in Section 4 for completing a course, passing the corresponding quiz, and submitting the Feedback Survey at specific times during the Promotion Period. These timelines are described in Sponsors’ marketing materials about this Promotion.

### 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 Accounts;
- 3.2 complete at least one of the Challenge courses and pass the corresponding quiz;
- 3.3 complete the Feedback Survey made available during the last week of the Promotion Period;
- 3.3 be fully verified by eToro pursuant to its policies and procedures, meaning that eToro has approved the opening of a Participant’s eToro Accounts;
- 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; and
- 3.6 **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.

### 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 these Promotion T&Cs:

<b>The Promotion Criteria and Reward</b>
<p>Eligible Participants will receive \$3 (the Reward) per participating course when they pass any of the six associated quizzes during the Promotion Period. Each quiz must be passed on the first attempt to be eligible for a Reward. The passing grade for each quiz is 70% (answering seven or more of each quiz's ten questions correctly).</p> <p>Eligible Participants must complete the Feedback Survey made available during the last week of the Promotion Period to complete the Promotion Criteria and to receive any of the Reward(s). Eligible Participants must provide their eToro</p>

username and the email address associated with their eToro account on each quiz and on the Feedback Survey to qualify for the Reward(s).

Eligible Participants who complete all of the Promotion Criteria can receive up to \$18 in Rewards. All Rewards will be distributed to Eligible Participants shortly after the completion of the Feedback Survey.

## **5. The Rewards**

- 5.1 If you accept a Reward, you are solely responsible for all applicable taxes.
- 5.2 Rewards are personal and non-transferable to other individuals.
- 5.3 eToro MSB will deposit the applicable Reward in the eToro MSB Account of each of the Participants who satisfied the Promotion Criteria and all other requirements in these Promotion T&Cs.
- 5.4 The Reward 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 of 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 Accounts 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 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/>.
- 6.6 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.
- 6.7 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

Accounts 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 (iv) deny, withhold, or withdraw that user from the Promotion and any future other promotion.

6.8 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.

6.9 The Promotion is provided by eToro USA LLC (a money services business registered with the Financial Crimes Enforcement Network) and 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/>.

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