

TERMS AND CONDITIONS
Last update: November 15, 2022

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. and eToro USA LLC (collectively “**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.etoro.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, both of which can be accessed here: <https://www.etoro.com/en-us/customer-service/privacy/> (“**eToro Privacy Policy**”); and the eToro Cookie Policy which can be accessed here: <https://www.etoro.com/en-us/customer-service/cookies/>. For additional state specific disclosures, please see: <https://www.etoro.com/en-us/customer-service/state-disclosures/>.

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**” the account with eToro that is required to be opened as part of the Promotion Criteria. Types of eToro Accounts include: an “**eToro Options Account**” (the broker-dealer account offered by eToro USA Securities Inc. for options trading through the eToro Options mobile application) and an “**eToro Main Account**” (an account opened through the legacy eToro platform for trading cryptocurrencies, stocks, and ETFs).
- 1.2. “**Allowable states/territories**” means, the following states and territories: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Marianas Is., Maryland, Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, US Minor Is, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming. 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”** means a customer who had already been notified that they qualified for eToro Club Member status by the start of the Promotion Period. More details about the eToro Club can be found at <https://www.etoro.com/en-us/about/clubs/>.
- 1.4. **“Eligible Participants”** means, as defined in section 4.1 below.
- 1.5. **“Promotion Period”** means, the period starting at 12:00 a.m. (EDT) on November 15, 2022 and ending on January 31, 2023.
- 1.6. **“Participants”** means eToro customers who participate in the Promotion.
- 1.7. **“Legacy eToro Customers”** means individuals who already have an eToro Main Account.
- 1.8. **“Legacy eToro Options Customers”** means individuals who already had an eToro Options Account by the start of the Promotion Period because they were previously customers of Gatsby Securities, LLC, which was acquired by an eToro parent company in October 2022.
- 1.9. the **“Promotion Criteria”** means, the criteria for the reward as described in section 4.1 below
- 1.10. **“Reward”** means the each of the rewards detailed in section 4.1 below that will be granted by eToro to Eligible Participants.
- 1.11. 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 detailed in Section 4.1;
- 3.3. been 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. are not a resident of any of the Allowable States/territories; and
- 3.6. are **not**: (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

- 4.1. A Participant who meets the Qualifying Terms and the following Promotion Criteria during the Promotion Period (the “**Eligible Participants**”) will be eligible to the Reward detailed below, subject to the Promotion T&Cs:

The Promotion Criteria
Participants are eligible to receive a Reward if they satisfy the relevant Promotion Criteria below. A Participant is not eligible to receive more than one Reward.
1. Promotion Criteria for Legacy eToro Customers who are eToro Club Members at the start of the Promotion Period: Such Participant is eligible to receive a \$100 cash deposit in their eToro Options Account after the Participant completes at least \$500 of new deposits on the eToro Options App during the Promotion Period, and satisfies all other criteria.
2. Promotion Criteria for Legacy eToro Customers who are not eToro Club Members at the start of the Promotion Period: Such Participant is eligible to receive a \$50 cash deposit in their eToro Options Account after the Participant completes at least \$500 of new deposits on the eToro Options App during the Promotion Period, and satisfies all other criteria.
3. Promotion Criteria for Legacy eToro Options App Customers: Such Participant is eligible to receive a \$10 cash deposit in their eToro Main Account after the Participant opens such account and deposits at least \$100 in that eToro Main Account during the Promotion Period, and satisfies all other criteria.

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&C 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.

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's 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 eToro's 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 Promotions' 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&C 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 for contacting the winner 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 rewards. 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 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 (iii) 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 Securities Inc. (a broker-dealer registered with the Securities and Exchange Commission) and 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.etoro.com/en-us/customer-service/>.
