TonTrader – General Promotion Rules

Effective as of: 23 April 2025

The following are the general promotion rules ("**Rules**") of the Company promotion ("**Promotion(s)**"), which is sponsored by Exynic Solutions Ltd. ("**Company**", "**us**" or "**we**" or "**our**"). These Rules and Company's <u>Terms of Use</u> ("**Terms**"), govern your participation in the Promotions. All collection and processing of personal information as part of or in connection with participating in any Promotion is subject to and governed by our <u>Privacy Notice</u> ("**Privacy Notice**").

By participating in a Promotion, you hereby represent and warrant that you have read and shall be bound by these Rules, the Terms, the Privacy Notice, and any and all other terms and conditions relating to the Promotion. In the event you do not agree to be bound by these Rules and/or the Terms, or any amendment, you must not participate or otherwise take part in any Promotion and/or to withdraw and discontinue your participation in a Promotion. Capitalized terms used but not defined herein shall have the meaning given to them in the Terms.

NO PURCHASE NECESSARY.

1. Eligibility

Eligible entrants must be: (i) eighteen (18) years of age (unless the applicable age of majority in your state of residence at the time of the entry is higher) or older; (ii) do not reside in a jurisdiction where your participation in the Promotion is prohibited, or where the provision of the Services is prohibited; (iii) have the full right and authority to engage with our services; and (iv) eligible under applicable law to participate and engage with the Promotion.

Notwithstanding, Company reserves the right to limit specific Promotion to entrants located in a particular jurisdiction, in which case only users residing in such jurisdiction at the time of entry may be eligible to participate in the Promotion.

Company's employees (including, without limitation, part-time or temporary employees), officers, and representatives, promotion agencies and/or sponsors directly involved in the administration, development, fulfillment, and execution of a specific Promotion, and the immediate family and other household members (i.e., spouses, parents, grandparents, children, grandchildren, roommates, housemates, significant others, partners, and siblings) of any of the above are not eligible to enter and/or to win a Promotion.

Company reserves the right to ask you at any time to provide us or our designated third parties with proof of your age, identity and/or residency in order to participate in any Promotion. You agree, on-demand, to present Company, or any third party on its behalf, with valid documentation that may enable us to verify your age, identity, and/or residency. If you are unable to provide satisfactory documents, we may exclude you from the applicable Promotion and you may forfeit any privileges or awards that have been allocated to you without compensation of any kind. You hereby irrevocably waive any claims or rights in connection with any such exclusion and/or forfeiture.

2. How to enter a Promotion

During the period of any specific Promotion (the "**Promotion Period**"), you can enter the Promotion by using the Services and follow the links and instructions for entering the Promotion. Company will publish the applicable Promotion Period as part of the description for each Promotion. Please note that for using our Services, you must have the Telegram application installed and a compatible device. The Telegram app can be download free of charge via your internet connection. You must enter the Promotion during the Promotion Period of the relevant Promotion in order to be eligible to win applicable prize(s). Company and/or our affiliates' systems will be used for determining when the Promotion Period of a certain Promotion has commenced or concluded, and such determination shall not be disputed for any reason.

All requests for entry into a Promotion shall become the exclusive property of Company and will not be acknowledged or returned. Entries received that are from ineligible entrants and/or do not comply with these Rules will be considered void. Entries that are determined to be fraudulent will be considered void, and the person making such entry may be barred from participation in the Promotion and, in Company's sole discretion on a case-by-case basis, banned from any future participation in any future Company Promotions and/or Services. Proof of sending or submission will not be deemed to be proof of receipt. You hereby agree than in no event will you have any claims against us for any requests that were not received or acknowledged by us, for any reason whatsoever, or which were received before or after the Promotion Period for the applicable Promotion.

Company reserves the right to prohibit the participation of any individual from any Promotion for any reason, including, without limitation, in the event of suspected fraud or tampering or if the individual fails to comply with any requirement of participation as stated herein or the Terms. Without limiting the foregoing, Company may lock out any participant who, in Company's sole judgment, has been disqualified, has questionable eligibility, or is otherwise ineligible to participate in the Promotion. Any person who deliberately attempts to undermine or interfere with the legitimate operation of any Promotion and/or any Services may be subject to civil and/or criminal penalty, and Company reserves the right to seek damages from any such person to the fullest extent permitted by law.

Use of robotic, mechanical or other forms of pre-programmed entry methods is strictly prohibited. Entrants may not use such manipulation tools and Company reserves the right (in its sole discretion), from time to time, to implement entry processes that may frustrate or prohibit such automated entry; provided, however, that no entrant in any Promotion may rely upon or insist upon Company's failure or refusal to take any of the foregoing actions or to determine, in its sole discretion, that one entrant's entry should be discounted because another entrant's entry was or vice versa.

Unless otherwise specifically allowed with respect to any Promotion, you may not use multiple email addresses, accounts or identities or any other method in order to participate in any Promotion. Any use of automated system or any similar method to participate in any Promotion is strictly prohibited and may result in your disqualification from the Promotion and/or future use of the Services. The person to whom the email address was assigned by the applicable operator shall be deemed as the owner of such email address.

Company reserves the right to modify, alter, or change the Rules, regulations, and prize amounts of any Promotion at any time in its sole discretion. All changes shall be made known prior to the beginning of a Promotion. You acknowledge that you shall be responsible for staying up to date with any and all changes made to a Promotion. In the event of modifying a Promotion, your continued participation in the Promotion constitutes acceptance of the modified Rules.

3. Prizes

The way a winner is selected may vary depending on the Promotion and will be detailed in the description for each Promotion or as otherwise posted via our Services. Our decisions regarding the administration and operation of any Promotion, including, without limitation, the selection of potential winners from all eligible participants are final and binding in all matters related to the Promotion. Prizes will vary from one Promotion to another and will be indicated in the description for the applicable Promotion. Odds of winning any Promotion will depend on the total number of eligible entries received for such Promotion.

Unless otherwise set forth in the description for a Promotion, certain prizes provided to winners for a Promotion have no "real world" value, are not exchangeable, not transferable, not redeemable for cash or any other real-world equivalent, unless if stated otherwise, and can only be used within the Services, and the use of the prizes shall be governed in accordance with the Terms. If a prize, or any portion thereof, cannot be granted for any reason, we reserve the right (but not the obligation) to substitute such prize for one of equal, lesser or greater value. If, notwithstanding the foregoing to the contrary, any specific prize will have actual "real world" value (i.e. cash prize), such value will be specified in the description for the relevant Promotion and in any event, you are not allowed to transfer or substitute any prize received from participating in a Promotion. All prizes hereunder are offered "as is" without warranty either expressly or in an implied fashion.

You shall be solely responsible for any taxes or fees associated with your receipt of a reward. Any

and all taxes on a prize, and any other expenses not explicitly stated herein, are the sole responsibility of the prize recipient.

Company will notify each potential winner by sending a notification within the Services or as specified in the description of the Promotion. If a potential winner cannot be contacted within seventy-two (72) hours, or if such winner is otherwise disqualified or does not comply with these Rules, the potential winner will be disqualified and forfeit the prize. It is your sole responsibility to notify us in writing if you changed your email address during the Promotion Period. Notwithstanding, no prizes shall be given to any user who is ineligible to participate in the Promotion or fails to comply with these Rules, the Terms, or any other rules for participation in the Promotion.

If any potential winner is required by any applicable law, these Rules, and/or by any other rules for any applicable Promotion to comply with additional conditions or requirements in order to participate in the Promotion and receive the prize, such potential winner must fully comply with such requirements within the time set by us before and as a condition to receiving the prize. If a potential winner is disqualified for any reason, we may award the applicable prize to an alternate winner from among the remaining eligible participants, in our sole discretion.

4. Limitations of liability and release

By entering into a Promotion, you agree to release, indemnify, and hold harmless Company, and its respective parents, subsidiaries, affiliates, distributors, suppliers, and advertising, promotional and judging organizations and each of their respective employees, officers, directors, shareholders, and agents (collectively, the "**Releasees**") from and against any and all claims, expenses, and liability sustained or incurred from participation in any Promotion and the receipt and use of any prize(s) awarded through any Promotion arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise, caused by the Releasees and/or any Promotion.

By entering into a Promotion, you agree to indemnify, defend and hold harmless the Releasees

from and against any and all claims, expenses, and liabilities (including reasonable attorneys/legal fees) arising out of or relating to any other user's participation in the Promotion.

You agree that the Releasees are not responsible for any incorrect or inaccurate information, whether caused by the Services, other users, or by any of the equipment or programming associated with or utilized in the Promotion and that the Releasees assume no responsibility for (i) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a user's participation in a Promotion or receipt or use or misuse of any prize; (ii) any error, omission, interruption, deletion, defect, or delay in operation or transmission on the Services; (iii) any computer, telephone, cable, satellite, network, electronic or internet hardware or software malfunctions or failures, problems with connections or availability; (iv) garbled or jumbled transmissions, service provider/internet/web site/use net accessibility or availability; (v) traffic congestion; (vi) unauthorized human intervention; or (vii) theft or destruction, tampering, or unauthorized access to entries and/or entry information. If, for any reason, a Promotion is not capable of running as planned by reason of infection by computer virus, unauthorized intervention, fraud, tampering, technical failures, or any other causes beyond the Releasees control and, in the sole opinion of the Releasees, corrupt or affect the administration, security, fairness, integrity or proper conduct of a Promotion, the Releasees reserve the right, at their sole discretion, to cancel, terminate, modify or suspend such Promotion and select the winner(s) from among all eligible entries received.

In no event will the Releasees be responsible or liable for any damages or losses of any kind, including indirect, incidental, consequential or punitive damages, other than your actual out-of-pocket expenses arising out of your participation in a Promotion. Without limiting the foregoing, the Services are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties so some of the above limitations or exclusions may not apply to you. In such cases, our liability will be limited to the fullest extent permitted by applicable law.

5. General

By participating in any Promotion, each entrant hereby consents to Company's usage of any one or more of the following for on-air broadcast, online usage and/or for any other advertising and promotional purpose in any medium whatsoever without payment of any additional consideration: entrant's name; voice; image; likeness; biographical information; his/her participation in the Promotion; prizes won; and the substance of the entrant's entry form or any other Promotion submissions. Each entrant hereby grants Company a perpetual, unlimited, non-exclusive, royalty-free, right and license to use any or all of the foregoing in any manner as determined by us in our sole discretion.

All Promotions shall be subject to all applicable federal, state, and local laws and regulations, and are void where prohibited or restricted by law.

Company reserves the right to: (i) terminate or declare any Promotion null and void and rescind any prize, if in its sole judgment, the Rules or the integrity of the Promotion have been violated or compromised in any way, intentionally or unintentionally by any person, whether or not a participant in the Promotion; (ii) alter or amend these Rules at any time; and/or (iii) stop or conclude any Promotion at any time without prior notice. Material changes to these rules will be posted on the Services, when practical.

Company shall be the sole arbiter in all matters relating to any Promotion and the interpretation of these Rules and the Terms. The decisions of Company will be final as to all matters, including, without limitation, whether any entry submitted is valid or not. Entry into any Promotion constitutes agreement by entrants to abide by these Rules and the Terms, as well as any other rules established by Company.

Any claims or disputes in connection with any Promotion and the construction, validity, interpretation and/or enforceability of these Rules shall be governed by, and construed in accordance with, the laws of the state of Saint Lucia, without giving effect to any choice of law or

conflict of law rules. Any and all disputes shall be resolved as set forth in the Terms.

6. Sponsor

All Promotions offered by the and through the Services are sponsored by the Company

If you have any questions regarding the operation or offering of any Promotion, please contact our Support Telegram Bot: @TonTraderSupportBot