

CryptoChallenge XTB 2017

§ 1

GENERAL PROVISIONS

1. This Contest is neither a game of chance nor mutual bet within the meaning of the Gambling Law of 19 November 2009.

2. Whenever these Terms mention:

(a) Initial Capital - this is to be understood as a virtual cash amount of € 20.000 (say: ten thousand zlotys) deposited in the virtual Contest Account;

(b) Contest - this is to be understood as the "XTB Trading Club" Contest, organized under the terms and conditions set out in these Terms;

(c) Terms - this is to be understood by these Terms and Conditions;

(d) Organizer - this shall mean X-Trade Brokers Dom Maklerski S.A., with its registered office at ul. Ogrodowa 58 in Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw. Warsaw in Warsaw, XII Commercial Division of the National Court Register, under KRS number 0000217580, acting on the basis of a license granted by the Polish Financial Supervision Authority (KNF);

(e) Contest Account - this means the virtual account of financial instruments (excluding Equity CFDs, Synthetic Shares, ETFs and Options) held by the Participant on the xStation 5 platform (demo version) for the purposes of the Contest;

(f) OTC Rules - this is to be understood as the "X-Trade Brokers Dom Maklerski S.A. Terms of Business" available on the Website;

(g) Cash Funds - this shall mean the balance of virtual cash held in the Contest Account;

(h) Website - this should be understood as the website located at <http://www.xtb.com/fr>, where OTC Rules and Financial Instruments Specification Table are placed;

(i) Contest Website - this is to be understood as the website located at pl.xtb.com/konkurs-trading-cup;

(j) Participant - this is to be understood as a natural person who is not acting as an entrepreneur who was qualified for the Competition under the regulations set out in these Terms.

3. The Contest is run on the territory of the Italian Republic.

4. The subject of the Contest is an online investment game addressed to adults of legal age who reside in the territory of the French Republic.

5. The purpose of the Contest is to educate and promote knowledge about the principles of investing in the markets of financial instruments.

6. Terms not defined in section 2 above should be understood in accordance with the provisions of the OTC Rules.

7. Before entering the Contest, the Participant is obliged to review and accept the Terms. Participation in the Contest means that the Participant accepts the rules contained in these Terms.

§ 2

FUNDER OF PRIZE

The Organizer is the funder of the prizes in the Contest. The Organizer is also solely responsible for issuing prizes and all any tax related issues.

§ 3

PARTICIPANTS OF THE CONTEST

- 1. Each Participant of legal age who has full legal capacity, is domiciled in the French Republic, meets the conditions set out in these Terms and is qualified for the Competition by the Organizer pursuant to § 4, may participate in the Contest.**
- 2. Applying to the Contest shall be carried out by filling in the application form available on the Contest Website.**
- 3. The Participant may register for the Contest only once. The infringement of this point will result in the exclusion of the Participant from the Contest and the loss of rights to a prize acquired in the Contest.**
- 4. The Participant's login which consists of a sequence of numbers and is received from the Organizer, will appear in the rankings available on the Contest Website and/or in other media.**
- 5. Neither employees, nor former employees, members of the Organizer's authorities, as well as members of the family of such persons may not participate in the Contest.**
- 6. The term "family members" referred to in § 3 section 5 shall be understood as: relatives in the ascending or descending line, siblings, spouses, parents of spouses and persons in the relation of adoption.**
- 7. The Contest has an unlimited amount of allowed Participants.**

§ 4

APPLICATION TO THE CONTEST

- 1. Persons wishing to take part in the Contest may register from [20/10/2017] to [24/10/2017], by filling in a participation form available on the Contest Website, after prior approval of the Terms. It is not permissible to apply to the Contest at any time or in any form other than those specified herein.**
- 2. The condition of participation in the Contest is to provide the Organizer with the correct personal details required by the application form, that are in accordance with the actual state and to receive the notice from the Organizer informing of the qualification to the Contest.**
- 3. A person who gives incompatible or inaccurate information may be excluded from the Contest at any time or may lose the right to a prize.**
- 4. In the event the application form referred to in Paragraph 4 section 1 will not be accepted and delivered to the Organizer within the time limit referred to in § 4 section 1, a person wishing to participate in the Contest will not be qualified as a Participant.**
- 5. The Organizer decides at its sole discretion on the qualification or exclusion of the person applying to the Contest.**
- 6. The Participant receives from the Organizer the login and password to the Contest Account.**

7. The Participant undertakes to protect the login and password from disclosure. The login and password will be sent by the Organizer to the e-mail address provided by the Participant in the application form. The Organizer is not liable for any damages resulting from the disclosure of the above mentioned data to any third party, including the result of the Contest.

§ 5

CALENDAR OF THE CONTEST

1. The commencement of the Contest will be preceded by a training session scheduled from [04/11/2017] until 10/11/2017. During a training session, a Participant can log in to his Contest Account, acquaint himself with the functionalities of xStation 5 transaction platform, and perform trial transactions throughout the session. At the end of the training session, at 22:00 on [...], the Participants' Contest Accounts will be cleared and the virtual Cash Funds in the amount of 20.000 € will be credited to each Participant's Contest Account.
2. The Contest will commence on 13/11/2017] at 24/11/2017].
3. The Contest will end on [24/11/2017] at 23:59:59].
4. The results as well as the date and the manner of awarding the prizes will be announced on the Contest Website and on the Website

§ 6

CONTEST TASK

1. The Participant shall open a Contest Account with the Organizer (with a leverage 1;00), where it will be possible to trade financial instruments available on the xStation 5 platform, demo version, excluding Equity CFD, Synthetic Shares, ETFs and options specified in the Financial Instrument Specification Table. The settlement security table available on the Website shall be used accordingly.
2. At the beginning of the Contest, the Participant receives to the Contest Account an Initial Capital in the amount of €20.000.
3. Cash Funds deposited on the Contest Account as purely virtual records are not exchangeable for actual cash.
4. Cash Funds on the Contest Account do not bear interest.
5. The Participant shall invest its Cash Funds by buying or selling financial instruments in the appropriate virtual transactional system of the Organizer at prices displayed in the virtual transaction system.
6. The market prices of financial instruments provided by the Organizer in the virtual transaction system for the purpose of the Contest shall be binding.
7. The main task of the Contest is to maximize the Initial Capital held in the Contest Account as far as the start of the Contest until the end of the Contest.
Return Rate - will be given in a percentage and will be expressed by the following formula:

- where:

R - Rate of Return;

Z1 - the current Amount of Cash Funds in the Contest Account which shall be adjusted to reflect profit or loss in open positions;

Z0 - Initial Capital.

8. The Participant acknowledges that it is not permitted neither to grant the Power of Attorney to act in the Contest Account, nor to grant access to the Contest Account to third parties, and such actions shall result in exclusion from the Contest.

9. During the Contest, the Participant can trade on instruments available on the demo platform xStation 5, excluding Equity CFDs, Synthetic Shares, ETFs and options.
10. Detailed rules for opening positions are described in the OTC Rules, available on the Website.

§ 7

PRINCIPLES OF THE CONTEST

1. The Participant receives the Initial Capital to its Contest Account.
2. Submission of orders shall take place in a manner analogous to the actual version of the Organizer's transactional system, except where otherwise provided by these Terms.
3. The Participant acknowledges that the Contest environment does not fully respond to the real environment when placing orders. In particular, the Participant acknowledges that Contest Accounts are different from real accounts and that buying and selling financial instruments during the Contest does not affect the value of the order sheet and that the earned profit automatically increases the amount of Cash Funds.
4. Participant acknowledges that during the Contest it is not permitted to use a computer software, which enables the automatic opening of transactions. The Organizer's suspicion of using such a software shall result in exclusion of the Participant from the Contest. In particular, it is not permitted to take positions using external data sources, to use transactional systems which enable to take positions automatically or suggest a Participant to open a trade. The Organizer will monitor whether the Participants do not use such software. The Participant is entitled to a complaint in accordance with § 10 below, against the decision excluding from the Contest.
5. The Participant acknowledges that it is not permissible to collude with other Participants, consisting in particular of pursuing a common investment strategy, opening opposing orders, or using Contest Accounts of other persons for execution of opposing orders. The Organizer, upon its suspicion of exercising of such activities, is entitled to exclude the Participant from the Contest.
6. The Participant acknowledges that it is not permitted neither to grant a power of attorney to act in the Contest Account, nor to give third parties access to Contest Account, and such actions shall constitute a basis for exclusion from the Contest.
7. The Participant acknowledges that in case where the duration of one transaction is less than 2 minutes, no more than 50 (say: fifty) such transactions can be concluded during the Contest and such actions constitute the basis for exclusion from the Contest.
8. Detailed rules of entering into transactions are described in the OTC Rules.

§ 8

EMERGING OF WINNERS

1. The Organizer, on the basis of Cash Funds value held by Participants in the Contest Accounts, nominates the Contest Winner and the Contest Laureates.
2. At the end of the Contest, all open transactions will be automatically closed by the Organizer.
3. The Contest Winner is a Participant who, at the end of the Contest, after closing of all open positions by the Organizer, reaches the highest Return Rate of all Participants, in accordance with the formula described in § 6 section 7. The next two Participants, with the second and third highest Return Rates, will become the Laureates of the Contest and will hold 2nd and 3rd place respectively.
4. Rankings which will be the basis for the selection of winner and laureates will be announced on the Contest Website.

§ 9

GENERAL PRINCIPLES OF GRANTING PRIZES

1. The winner of the Contest as defined in § 8 section 3 will receive a cash prize: € 1000.
2. The Contest Laureate referred to in § 8 section 3 for the II place in the general ranking will receive a cash prize: € 500.
3. The Contest Laureate as defined in § 8 section 3 for achieving the III place in the general ranking will receive a cash prize: € 250.
4. The winner of the Contest cannot be the Laureate of the Contest. Only one prize can be awarded.
5. After the end of the Contest, prizes shall be sent by bank transfer to the bank account number indicated by the winner and the laureates according to the procedure described in section 6 below.
6. Within seven days from the announcement of the results of the Contest, the Organizer will contact winner and laureates by email and will make at least 3 attempts to contact them in order to obtain the data and the required documents necessary for awarding the prize.
7. If there is no possibility of contacting the winner and the laureates for reasons beyond the Organizer's control or there is a lack of feedback from winner or laureate on the required information within seven days of sending the email, the Organizer reserves the right not to award prizes.
8. The Organizer is not responsible for the inability to receive a prize for reasons that lie on the side of the winner or the laureate. In the event the winner or laureates not receiving the prize, the Organizer may decide that the winner or laureates shall lose the right to the prize and may award the prize to another Participant.
9. In the event of negative data verification, the Organizer reserves the right not to award the prize.
10. In the event of a Participant's exclusion from the Contest, he / she loses the right to the prize.
11. The Organizer as a payer is obliged to collect and pay to the tax of 10% of the winnings, in accordance with art. 30 sec. 1 point 2 of the Act of 26 July 1991 on personal income tax (Journal of Laws of 2012, item 361, as amended). The cost of this tax will be borne by the Organizer, which means that the winner and the laureates will receive an additional cash prize equivalent to the flat rate tax due on the total value of the prizes awarded. The additional prize money will be allotted to pay the tax to the account of the relevant Tax Office by the Organizer.

§ 10

COMPLAINTS

1. Complaints related to the Contest may only be submitted by the Participant in electronic form to dealing@xtb.pl within 14 days of the occurrence of the event giving rise to the complaint.
2. The complaint should include the name, full address of the participant together with the e-mail address as well as a detailed description and indication of the reason for the complaint.
3. Complaints will be considered by the Organizer within 7 days from the date of delivery of the complaint.
4. The Organizer will forward to the participant's e-mail address given on the application form for the Contest, the result of the analysis of the submitted complaint.
5. In the scope not governed by this § 10 regarding complaints as well as transaction corrections, the provisions of the OTC Rules shall apply accordingly.

§ 11

PERSONAL DATA PROTECTION

1. The personal data of the Participants will be protected in accordance with the Personal Data Protection Act of 29 August 1997 (Journal of Laws of 1997, No. 133, item 883, as amended).
2. The Organizer is the Administrator of the personal data provided by the Participants.
3. Participants have the right to access, view, correct and delete their personal data.
4. The Participant agrees to the processing of his/her personal data submitted through the application form and/or by other means for the purposes of the Contest by the Organizer, including the possible delivery of the prize.
5. Participants who will be granted with prizes, agree to publish their image on the Organizer's Website and/or in other media.
6. Participants shall not be entitled to any remuneration for participation in the Contest and for the use of their image in cases specified in these Terms.
7. The winner and the laureates of the Contest agree to use and publish their image by the Organizer in accordance with Art. 81 of the Act of February 4, 1994 on Copyright and Related Rights (Journal of Laws of 2006, No. 90, item 631, as amended) in the promotional materials and the interview given to the Organizer. The image and photographs, audio and visual recordings will be used on the Organizer's Website and/or in other media. The winner and the laureates agree to the use their names and surnames in the promotional materials and the interviews given to Organizer.
8. The winner and the laureates of the Contest agree to the use and publish their visual and audio recordings by the Organizer in accordance with Art. 14 Act of 26 January 1984 Press Law (Journal of Laws of 1984, No. 5, item 24, as amended).
9. The winner and the laureates of the Contest agree to give the Organizer an interview. Refusal to give and publish such interview means the forfeiture of a prize.
10. Participants of the Competition agree to publish information on the financial instruments on which they entered into transactions, both during and after the Contest, on the Organizer's Website and/or in other media.
11. The winner and the laureates waive all claims, existing or future, including payment for the use by the Organizer of their image for the purposes set out in these Terms.

§ 12

FINAL PROVISIONS

1. Participation in the Contest and taking part in the Contest means giving consent to the Terms and Conditions of this Contest.
2. The Terms and Conditions are available at the Organizer's premises, on the Website and on the Contest Website.
3. For matters not covered in these Terms, the provisions of the OTC Rules shall apply accordingly.
4. The law applicable to these Regulations is French law.
5. The Organizer is not responsible for any computer errors, software, internet, telephone, technical, hardware and other irregularities that may occur during the participation in the Contest.
6. The Organizer shall not in particular be liable for any interruption in telecommunications communications, data transmission errors or interruptions in trading systems that may affect the result of the Contest.
7. The Organizer is not responsible for changing the Participant's data that prevented the delivery of the prize and for the failure to receive the prize at the time set by the Organizer for reasons attributable to the Participant.
8. These Terms and Conditions are subject to change only in favor of Participants. The amendment of the Terms will be published in the places indicated in section 2 above.
9. The Regulations come into force on now.