

PROMOTIONS' GENERAL TERMS AND CONDITIONS

PLEASE NOTE: IT IS YOUR SOLE RESPONSIBILITY TO REVIEW AND UNDERSTAND YOUR ELIGIBILITY TO PARTICIPATE IN ANY OF OUR PROMOTIONS. IF YOU ARE PARTICIPATING IN A PROMOTION IN VIOLATION OF ANY POLICIES, RULES OR REGULATIONS APPLICABLE TO YOU, YOU MAY BE DISQUALIFIED FROM ENTERING OR RECEIVING REWARDS AND/OR BENEFITS. THESE PROMOTIONS' GENERAL TERMS AND CONDITIONS SET FORTH SHOULD BE READ JOINTLY WITH THE PROMOTION PUBLICATION SENT TO YOU BY ETORO AND ALL SHOULD BE TREATED AS A SINGLE DOCUMENT. IF YOU DO NOT AGREE WITH ANY OF THE FOLLOWING TERMS AND CONDITIONS, YOU SHOULD NOT PARTICIPATE IN SUCH PROMOTION. ETORO (EUROPE) LIMITED DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY FOR DISPUTES IN THAT RESPECT.

1. General

- 1.1 These Promotions' T&Cs are made between you and the promoter, eToro (Europe) Limited also trading under the name "eToro" ("**Us**", "**We**" or "**eToro**"). eToro (Europe) Limited is a limited liability company incorporated in Cyprus with registered number HE 200585 whose registered office and principal place of business is at KIBC (Kanika International Business Center) 7th floor, 4 Profiti Iliia Street Germasogeia, 4046 Limassol, Cyprus. eToro (Europe) Limited is authorized and regulated by the Cypriote Securities and Exchange ("**CYSEC**") under a CIF license No. 109/10.
- 1.2 These Promotions' General Terms and Conditions, as amended by eToro in its sole discretion from time to time (the "**Promotions' T&Cs**") govern the use of any benefit or reward granted to Our users in the framework of any promotion (each a "**Promotion**").
- 1.3 These Promotion T&Cs are in addition to and should be read together with our General [Terms and Conditions](#) (as they may be amended from time to time, the "**T&C**"), [eToro Privacy Policy](#) and [Risk Disclaimer](#) which are set out at www.etoro.com and the eToro Group Limited End User License Agreement applicable to all accounts (as they may be amended from time to time, the "**EULA**"), both are available on www.etoro.com/terms-and-conditions.
- 1.4 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, the T&Cs, EULA, [eToro Privacy Policy](#) and [Risk Disclaimer](#).
- 1.5 The particular terms of each Promotion such as its start and end dates (the "**Promotion Period**"), the benefits available thereunder and any additional terms and restrictions shall be outlined in the promotion publication circulated via an email sent by eToro or by any such other publication mean elected by eToro (the "**Promotion Publication**"). eToro may terminate and/or shorten, at its sole discretion, the Promotion, at any time prior to the expiration of the Promotion Period, or it may extend the Promotion following the lapse of the Promotion Period.
- 1.6 In any case of contradiction between these Promotions' T&Cs and the Promotion Publication, the Promotion Publication shall prevail.

2. Eligible Participants

Any individual which meets all of the following cumulative requirements during the Promotion Period shall be considered an Eligible Participant. The Eligible Participant has to be:

- 2.1 At least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to the Participant.
- 2.2 An eToro user who has opened an eToro account pursuant to eToro's procedures and policies.
- 2.3 Not an employee of eToro or of an eToro affiliate and not an immediate family (parent, sibling, spouse, child) or household member of an eToro employee, an employee of an eToro affiliate, or a person involved in any part of the administration and execution of this Promotion.
- 2.4 A participant which received the eToro coupon code outlined in the Promotion Publication via an email sent by eToro or by any other mean in which eToro might choose.
- 2.5 Not a user from a Restricted Countries (as defined below).
- 2.6 Complies with any additional terms/qualifications set forth in the Promotion Publication.

2.7 For FTD Promotion the following additional requirements must apply in addition to terms set forth in sub-section 2.1-2.6 above:

2.7.1 A real depositor, i.e. a participant have funded his/her account and not solely be using eToro Credits.

2.7.2 An eToro user who has verified his/her account pursuant to eToro's procedures and policies.

2.7.3 Participant must be a First Time Depositor. A "First Time Depositor" or an "FTD" shall mean a Customer that has opened its first real trading account with eToro, that made the first deposit of funds into such account and that has opened and closed at least one trading position (using real money). Any user appearing in eToro's databases shall not be considered as an FTD. Any user that already deposited funds into any account with eToro and that thereafter made additional deposits into any account (including into new accounts maintained under a single household/control/ownership) opened with eToro, will not be considered qualifying as an FTD.

2.8 For Re-Deposit Promotion the following additional requirements must apply in addition to terms set forth in sub-section 2.1-2.6 above:

2.8.1 An eToro user who has verified his/her account pursuant to eToro's procedures and policies.

2.8.2 Deposit of actual funds which is not conducted by an FTD.

3. Crediting of eToro Credits; Expiration

Rewards shall be granted to certain Eligible Participants pursuant to the Promotion Publication, subject to the following cumulative terms:

3.1 Participant must qualify as an Eligible Participant.

3.2 Promotion is personal and non-transferable and shall apply solely to account with respect to which the Promotion Publication was made available.

3.3 No eToro Credits shall be awarded for deposits in amount lower than the minimum deposit amount set forth in the Promotion Publication. No additional eToro Credits shall be awarded above the maximum deposit bonus set forth in the Promotion Publication per one account, household etc.

3.4 We will credit the account of an Eligible Participant with the eToro Credits pursuant to the Promotion terms set forth in the Promotion Publication, no later than 5 business days following the date of conducting the redemption of the coupon-redemption date. In the event that eToro Credits were not automatically credited within such time, participants may requests to be credited with said eToro Credits no later than 10 business days following the redemption date.

3.5 eToro Credits are subject to our bonus policies as described in our terms and conditions and websites, and in particular, Section 1.22 of eToro General [Terms and Conditions](#). All the eToro Credits awarded in the Promotion shall expire on end of the sixth month following the month on which the Participant account was credited with the eToro Credits (the "**Expiry Date**"). On or at any time following the Expiry Date, the eToro Credits shall be deducted from the Participant account, including by way of closing open positions. eToro reserves the right to consider all of the deposits made during each Promotion Period as if they were a single deposit even if they were done in multiple deposits. You hereby waive any claim with respect to the eToro Credits that you received which will be deducted or removed after the Expiry Date including by way of closing open positions.

3.6 Unless otherwise specifically specified, eToro Credits shall be credited in US Dollars. eToro Credits with respect to a non-USD denominated deposit shall be credited on the basis of the Dollar amount deposited to the account, at the exchange rate applied pursuant to the eToro General [Terms and Conditions](#), subject to any fees and charges generally applied by eToro.

4. Additional Terms

4.1 Users from the Restricted Countries (as defined below) are not eligible to participate in the Promotion. eToro may amend the foregoing list of restricted Countries by adding and removing countries at its sole and exclusive discretion. The Promotion Publication may include additional countries and restrictions. A "**Restricted Country**" shall mean as follows with respect to: (a) a Registration/non-deposit Promotion - Iran, Democratic People's Republic of Korea (DPRK), Syria, Cuba, Sudan, USA, Japan, Turkey, Quebec (Canada province), Belgium; (b) an FTD Promotion - United States, Japan, Brazil, Turkey, Canada (Including Ontario & Quebec), Iran, DPRK, Cuba, Sudan, Syria, Belgium; and (c) a Re-Deposit Promotion - Iran, DPRK, Syria, Cuba, Sudan, USA.

- 4.2 eToro may elect to provide you with these Promotions' T&Cs and/or any other documentation, information and communications ("**Communications**") in various languages. By accepting these Promotions' T&C (in any language) you acknowledge and accept that: (a) eToro's official language is English; and (b) in the event of any discrepancy or inconsistency between any Communication in English and the same in another language, the Communication in English shall exclusively prevail.
- 4.3 At any given time, starting from the date of participant registration with eToro, eToro may ask the participant to provide personally identifiable information. eToro reserves the right to limit, block access to its services and/or terminating the user account if such information is not provided. By providing eToro with the information and register with eToro as its customer, the participant is confirming that any information provided is true, accurate, updated and complete information about yourself.
- 4.4 Without limitation of any provision set forth in Our [Terms and Conditions](#), eToro will retain a participant's name, email address and any other personal data that You shall provide to us in your winning form, 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 its Personal Information, in accordance with data protection laws, by contacting eToro Customer Services at www.etoro.com/help.
- 4.5 If any participant is attempting to compromise the integrity or the legitimate operation of the Promotion by hacking 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 eToro Credits and/or deduct any such eToro Credits that were given to such participant under the Promotion and/or ban it from participating in any of eToro's future Promotions, so please play fairly.
- 4.6 Eligibility to participate in any Promotion is limited to one account per person/household or environment in which computers are shared. Users participating who have more than one trading account will be eligible for one reward only. Users opening or operating multiple accounts in order to benefit from the Promotion will not be entitled to receive any benefit under any Promotion. eToro reserves the right to publish a list of users disqualified from participating in any Promotion.
- 4.7 The Promotion is hosted in Cyprus. The Promotion will be governed by the laws of the Republic of Cyprus and by participating in any Promotion the participant consents to the exclusive jurisdiction and venue of the courts of Limassol, Cyprus for any disputes arising out of the Promotion.

Last Update: November 30, 2016
