# Competition Terms and Conditions

## 1. THE PROMOTER

Each competition is organised and promoted by Radix DLT Limited ("RDLT" or "Promoter") on behalf of Radix Tokens (Jersey) Limited (each a "Radix Competition"). As the Promoter, RDLT is solely responsible for the management and operation of a Radix Competition and for the allocation and award of prizes.

#### 2. THE COMPETITION

The title of each Radix Competition can be found on the competition announcement webpage.

## 3. HOW TO ENTER

- 3.1 Each Radix Competition will run for a fixed period of time with the date of opening ("Opening Date") and the date of closing ("Closing Date") clearly stated on each Radix Competition's announcement webpage.
- 3.2 All Radix Competition entries must be received by the Promoter in the format outlined in each Radix Competition's announcement webpage by no later than 23:59 UTC (unless otherwise stated on the specific Radix Competition's announcement webpage) on the Closing Date. All Radix Competition entries received after the Closing Date are automatically disqualified.

#### 4. ENTERING A RADIX COMPETITION

- 4.1 You must send a completed entry along with any required materials requested in each Radix Competition's announcement webpage.
- 4.2 You must not enter or participated in a Radix Competition if it is not lawful for you to do so by the laws of any country in which you are resident, or of which you are a citizen or domiciled, whichever is relevant to the exercise of those laws. Any entries which are in conflict with the laws of any country to which you are subject will be void.
- 4.3 Unless stated otherwise in a specific Radix Competition's announcement webpage, you can enter a Radix Competition online by submitting the online entry form provided on the Radix Competition's announcement webpage by the Closing Date for that Radix Competition.
- 4.4 No purchase is necessary to enter into a Radix Competition and there is no charge to register for use of a Radix Competition's announcement webpage.
- 4.5 The Promoter will not accept:
  - (a) responsibility for Radix Competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
  - **(b)** proof of posting or transmission as proof of receipt of entry to a Radix Competition.
- 4.6 By submitting a Radix Competition entry, you are agreeing to be bound by these terms and conditions.
- 4.7 For help with entries, please email the Promoter at hello@radixdlt.com.

- 4.8 Please see each Radix Competition's announcement webpage for a copy of these competition terms and conditions.
- 4.9 Unless stated otherwise in the individual Radix Competition's announcement webpage, Radix Competition entries will be judged by a panel selected by the Promoter that will consist of at least three judges. The decision of the panel of judges (acting reasonably) will be final.
- 4.10 A list of names of the judges of a Radix Competition can be requested by emailing the Promoter at <a href="https://example.com">hello@radixdlt.com</a> no later than 30 days from the Closing Date of the relevant Radix Competition.

# 5. ELIGIBILITY

- 5.1 Unless otherwise stated in each Radix Competition's announcement on the Radix Competition webpage, or prohibited by the local law of the jurisdiction in which you are located, each Radix Competition is open to all participants aged 18 years or over, except individuals who are:
  - (a) employees of the Promoter or its holding or subsidiary companies;
  - **(b)** employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
  - (c) members of the immediate families or households of (a) and (b) above.
  - **(d)** A person located or a citizen of one of the restricted countries listed here shall not be entitled to receive a Prize in the form of tokens.
- 5.2 By entering a Radix Competition, you warrant that you are eligible to do so and lawfully eligible to claim any prize you may win.
- 5.3 The Promoter may require you to provide proof that you are eligible to enter the relevant Radix Competition.
- 5.4 The Promoter will not accept Radix Competition entries that are:
  - (a) automatically generated by a computer;
  - **(b)** completed by third parties or in bulk;
  - (c) illegible, have been altered, reconstructed, forged or tampered with;
  - (d) photocopies and not originals; or
  - (e) incomplete.
- 5.5 There is a limit of one entry per person per Radix Competition. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 5.6 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the Radix Competition.
- 5.7 Radix Competition entries cannot be returned.

## 6. PRIZES

- 6.1 The details of the prize or the prizes will be detailed on each Radix Competition's announcement webpage.
- 6.2 The Promoter reserves the right to substitute the prize with a prize of equal or greater value.

- 6.3 The prize is not negotiable or transferable.
- 6.4 Where the prize constitutes cryptographic tokens, you warrant that it lawful for you to receive such tokens and you hereby indemnify and hold safe the Promoter against and in respect of any taxes, liability, duties, fines, penalties and costs (including legal costs on a full indemnity basis) arising out of or relating to the award, delivery or receipt of such tokens.
- 6.5 The Promoter reserve the right in their absolute discretion to withhold or (at its discretion) substitute any prize where it appears in the reasonable opinion of the Promoter that the transfer or delivery of the prize might incur the Promoter any financial liability or breach any rule of law or regulation.

## 7. NOTIFICATION OF WINNERS

- 7.1 The decision of the judges nominated by the Promoter is final and no correspondence nor discussion will be entered into.
- 7.2 The Promoter will publish the name or social media handle of the prize winners and, if applicable, their winning entries in on the Promoter's website within 45 days of the Closing Date (the "Announcement Date"). This information may be shared by the Promoter on their and their partners' social media channels.
- 7.3 The Promoter will contact the winner personally as soon as practicable after the Announcement Date, using the email address provided with the Radix Competition entry. The Promoter will not amend any contact information once the Radix Competition entry form has been submitted and will not be responsible for any communication failure.
- 7.4 By entering a Radix Competition, you consent to the processing of your personal data in accordance with the RDLT privacy notice which can be found at: <a href="https://www.radixdlt.com/dlt-privacy-notice/">https://www.radixdlt.com/dlt-privacy-notice/</a>.
- 7.5 Winners will be announced by surname and country of origin. If you object to any or all of your surname, county and/or winning entry being published or made available, please contact the Promoter via email at <a href="hello@radixdlt.com">hello@radixdlt.com</a>. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request. Prizes will not be withheld because you withdraw consent to publication.

## 8. CLAIMING PRIZES

- 8.1 If you are the winner of the prize, you will have 30 days from and including the Announcement Date to claim the prize in accordance with condition 7.2. If you do not claim the prize by this date, your claim will become invalid and your entitlement to receive the prize will cease.
- 8.2 The prize may not be claimed by a third party on your behalf.
- 8.3 The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available or has not claimed their prize within 30 days of the Announcement Date, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.
- 8.4 The Promoter does not accept any responsibility if you are not able to take up the prize.

## 9. LIMITATION OF LIABILITY

- 9.1 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees.
- 9.2 Your statutory rights are not affected.

#### 10. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP OF ENTRIES

- 10.1 All submissions must be original and must not copy or reproduce the work of a third party. You warrant that you are the first owner of any copyright, moral or neighbouring rights which subsist in the submissions which you make.
- 10.2 All Radix Competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.
- 10.3 By submitting your Radix Competition entry and any accompanying material, you agree to:
  - (a) assign to the Promoter all your intellectual property rights including without limit copyright and design rights with full title guarantee; and
  - (b) waive all moral rights,
  - in and to your Radix Competition entry and all materials submitted with or forming part of the entry to which you may now or at any time in the future be entitled to under the Copyright, Designs and Patents Act 1988 as amended from time to time, and/or under all similar legislation from time to time in force anywhere in the world.
- 10.4 Subject to condition 7.4, you agree that the Promoter may, but is not required to, make your entry available on the website https://radixdlt.com and any other media, whether now known or invented in the future, and in connection with any publicity of a Radix Competition.
- 10.5 To the extent not fully and effectively assigned pursuant to condition 10.3(a) you agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence for the full period of any intellectual property rights in any and all of your Radix Competition entries and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence for all purposes.

## 11. DATA PROTECTION AND PUBLICITY

11.1 The Promoter will only process your personal information as set out in the <a href="https://www.radixdlt.com/dlt-privacy-notice/">https://www.radixdlt.com/dlt-privacy-notice/</a>. See also condition 7.5, with regard to the announcement of winners.

# 12. GENERAL

- 12.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in any or all Radix Competitions.
- 12.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the Radix Competition where it becomes necessary to do so.

12.3 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

The place of performance of the Radix Competition shall be England which shall be the lex situs for any obligations, all conflict of laws are excluded.