



# Fintokei Contests

## Terms and Conditions

### Interpretation / Abbreviations:

“**Company**” shall mean Fintokei a.s., a company incorporated according to the laws of the Czech Republic, Registration number 09110127, having its registered office at Masarykova 409/26, 602 00 Brno, Czech Republic.

“**Fintokei**” shall mean Company.

“**Contest**” definition is specified in art. 1 below

“**Contest page**” definition in art. 2 below

“**Participant**” shall mean any natural or legal person which is eligible to participate,

“**Terms & Conditions**” or “**Terms**” shall mean these terms and conditions

“**General Terms**” shall mean Fintokei general terms and conditions applicable for any Client

“**Disqualification**” shall mean termination of Participant’s participation in the Competition without the right to win the Prizes – specification below.

“**Prizes**” shall mean the awards awarded to the Participants.

“**Winner**” the Participant(s) which wins the Contest.

### 1. THE CONTEST

- 1.1. A contest is a promotional competition where participants compete based on skill, knowledge, or creativity to win a prize, subject to official rules and eligibility criteria.
- 1.2. Contest and its further specification shall be defined on the Contest page.
- 1.3. In accordance with these terms and conditions, the top performers in the Contest will be awarded prizes as listed on the Contest page.

### 2. CONTEST PAGE

Contest page means any Fintokei webpage which defines Contest which is governed by these terms and conditions.

### 3. BINDING AGREEMENT

You agree that by participating in the Contest you will be bound by these terms and conditions (the “**Terms**”).

### 4. HOW TO PARTICIPATE

- 4.1. To be eligible to participate in the Contest, you must: (a) you are over 18 years of age, an adult and fully entitled to engage in the Contest; (b) To be eligible to participate and receive a prize pursuant to the contest, the Prize winners must be willing to permit their username and trading record for the Contest to be published and/or distributed by Fintokei.
- 4.2. Any participant is not allowed simultaneously to participate in multiple Contest specified on the Contest page or any other similar pages dedicated to enter contest of this sort.
- 4.3. It is also not permissible to participate for citizens from banned countries – specified [here](#).
- 4.4. Disqualification:
  - a) Any conduct of Prohibited activities defined herein including general terms and conditions



- b) Fintokei reserves the right to disqualify Participants that do not adhere to the rules set forth in these Terms without prior notice.
- c) Should Fintokei suspect that a Participant engaged in dishonest and unfair conduct, then Fintokei reserves the right to immediately disqualify the participants from the Competition without the consent and/or prior notice of the Participants.
- d) Upon participation in multiple Contests or similar.

4.5. Fintokei reserves the right to verify any and all conditions at any time even after the Contest finishes.

## **5. CONTEST PERIOD**

5.1. The Contest period is specified in the Contest page.

5.2. The Contest period might be prolonged by Fintkoeki at its sole discretion any time during Contest period.

## **6. WINNER SELECTION AND PRIZE**

6.1. Subject to Fintokei's rights under these Terms, if you meet the eligibility requirements and the participation criteria, your participation will be valid.

6.2. Participants will be judged based on the criteria defined on the Contest page at the end of the contest period.

6.3. Winners – the participants who performed the Contest conditions the best will be required to undergo personal identification before the prize is delivered.

6.4. Should the prize include a free Fintokei product and the winner is not eligible to purchase new Fintokei products due to a prior decision / restriction imposed by Fintokei, such winner shall be disqualified, and the procedure outlined in paragraph 6.5 (sentence 2) shall apply.

6.5. Notification of winning will be sent to the registered email address within two weeks after the conclusion of the Contest.

In the event there is no response within three business days after the notification of winning, the prize may be forfeited, and all rights will be transferred to the next eligible participant.

6.6. Prize shall be defined in the Contest page however Fintokei reserves the right to modify it at any time.

6.7. The winners who place in the top three places are obliged to share their photo with Fintokei and participate in an interview (written or video interview) at the request of Fintokei and/or participate in various surveys and questionnaires. The company is entitled to subsequently publish it via the website and social networks.

## **7. LIABILITY**

To the extent permitted by law, your rights to litigate, to seek injunctive relief, or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and you expressly waive any and all such rights.

## **8. GENERAL CONDITIONS**

8.1. In the event that Fintokei considers your participation in this Contest is, or is likely to be, in breach of these Terms and Conditions, Fintokei reserves the right, without prejudice to any other rights under the Terms and Conditions, to immediately withdraw your participation from the Contest.

8.2. Fintokei may, in its discretion, cancel, or reverse the award of the Prizes if it is made in error.



- 8.3. Fintokei reserves the right at its sole discretion to alter, amend, modify, suspend or terminate this Contest, or any aspect of it, including but not limited to extending the contest period at any time and without prior notice. In such an event, Fintokei will make reasonable efforts to notify you by email.
- 8.4. If the Contest cannot be executed as planned, due to reasons beyond the control of Fintokei, including (but not limited to) any problems or technical malfunction, Fintokei shall incur no liability to you in connection with the Contest.
- 8.5. If any provision(s) of the Terms and Conditions is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
- 8.6. You are solely responsible for the payment of any and all taxes, including but not limited to federal, state and local taxes that may apply to your participation in the Contest.
- 8.7. Fintokei General terms are fully applicable.

Effective date: 1<sup>st</sup> January 2025

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