



WAVES.EXCHANGE “INVEST AND WIN A REAL LAMBORGHINI” PROMOTIONAL ACTIVITY TERMS & CONDITIONS

PLEASE READ THESE TERMS CAREFULLY. BY PARTICIPATING IN THE WAVES.EXCHANGE “INVEST AND WIN A REAL LAMBORGHINI” PROMOTIONAL ACTIVITY, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS THEN DO NOT PARTICIPATE IN THE WAVES.EXCHANGE “INVEST AND WIN A REAL LAMBORGHINI” PROMOTIONAL ACTIVITY.

- i. These Terms and conditions apply to the WAVES.EXCHANGE “INVEST AND WIN A REAL LAMBORGHINI” Promotional activity (hereafter - **Promotional Activity**), whereby:

subject to fulfillment of all terms and conditions of the Promotional activity stipulated hereunder (hereafter - **Terms and Conditions**) by the person participating in the Promotional activity (hereafter - **Participant**), WX Development Ltd. (hereafter - **Organizer**) will choose one winning Participant (hereafter - **Winner**) to receive a gift in the form of a car (or an equivalent in USDN) according to these Terms and conditions, provided that:

- The Participant affirms that he/she has reached the legal age of majority, from which he/she is considered fully capable in accordance with Participant’s residence country legislation, understands and accepts these Terms and Conditions;
- the Participant complies with these Terms and Conditions and Privacy Policy of the Promotional activity;
- the Participant signs up and keeps a subscription to Waves.Exchange official Twitter channel (https://twitter.com/waves_exchange) from the Twitter account of the Participant (hereafter - **Participating Twitter account**);
- the Participant invests USDT and/or USDC in Lambo investments;
- the Participating Twitter account of the Participant shall be opened for the receipt of personal messages from third persons (in order to receive a personal message from the Organizer in case of winning);
- the Winner provides the Organizer with his/her username on Twitter and fulfills other Winner obligations stipulated in clause 2.5.

Promotional Activity.

- ii. This Promotional Activity aims to promote Waves.Exchange official Twitter account and investment product “Lambo investments”, increase the number of Waves.Exchange community members and make more people aware of Waves.Exchange brand. We are using this Promotional Activity as an opportunity to attract new members to the Waves.Exchange community and encourage existing members to increase their engagement (hereafter - **Promotional Activity’s goal**).
- iii. The Promotional Activity is hosted by Organizer, certificate of incorporation No 212764, registered address: Suite 1, Second Floor, Sound&Vision House, Francis Rachel street, Victoria, Mahe, Seychelles.
- iv. The Promotional Activity consists of two stages.

The First stage of the Promotional Activity starts on 30 May 2022, upon the Waves blockchain reaching the height of 3 140 172, and lasts 129 600 blocks, that is *approximately* 90 calendar days (*excluding an error in 1-2 calendar days*) (hereafter – the First stage)

The Second stage of the Promotional Activity starts on 01 September 2022, upon the Waves blockchain reaching the height of 3 275 700, and lasts 129 600 blocks, that is *approximately* 90 calendar days (*excluding an error in 1-2 calendar days*) (hereafter – the Second stage)

The Promotional Activity will last from 30 May 2022 to 30 November 2022. (hereafter – **Period of the Promotional Activity**).

- v. The Winner is to be determined upon Randomizer (random number generator) as stipulated in clause 2.4 and publicly announced not later than four days following the day of the end of the Promotional Activity in accordance with clause iv, provided that the total investment amount in “Lambo investments” is 20,000,000 USD or more for the Period of the Promotional Activity.
- vi. Promotional activity prize: a car (Lamborghini Huracan 2021 LP 580-2 Coupe) or an equivalent in the amount of 240,000 USDN (hereafter - **Prize**). The number of gifts stipulated by the Promotional Activity: 1 (one). The Prize is to be provided by the Organizer from the Organizer’s own funds.
- vii. Date, place, and procedure for receiving the prize: as set out in clauses 2.6 and 2.7 of these Terms and Conditions.
- viii. Terms and Conditions are accepted by the Participant by investing USDT and/or USDC on the page “Lambo Investments” in the Waves.Exchange account, which, from the moment of the Participant’s consent, is a legally binding agreement between the Organizer and the Participant. The Participant undertakes to comply with the Terms and Conditions of the Promotional Activity.
- ix. These Terms and Conditions can be updated by the Organizer unilaterally. This version of the Terms and Conditions was last updated on 01 September 2022.
- x. If the user of Waves.Exchange wants to invest USDT and/or USDC in Lambo.Investments without participating in the Promotional Activity, he/she may contact the Waves.Exchange team via e-mail: feedback@waves.exchange and report his/her refusal to participate in the Promotional Activity.

1. Eligibility

1.1. The Participant confirms that:

- The Participant has reached the legal age of majority, from which he/she is considered fully capable in accordance with the Participant’s residence country legislation;
- Participant complies with the laws and regulations of his/her country of residence;
- Participant has full capacity and authority to participate in the Promotional Activity.

1.2. The Participant is responsible at all times for his/her own conduct, acts, and omissions.

1.3. The Participant indemnifies and holds harmless the Organizer and any of its affiliated persons against all suits, claims, costs, losses, damages, or demands (including w/r/t property loss, tax claims, infringements of intellectual or personal rights, personal data usage) in case of noncompliance of the Participant with these Terms and Conditions.

2. Rules of the Promotional Activity

2.1. Conditions for participation in the Promotional Activity

In order to be eligible to participate in the Promotional Activity, the Participant shall:

- 2.1.1. comply with eligibility criteria stated in clause 1 above, other terms and conditions of the Promotional Activity stipulated by these Terms and Conditions, and the Privacy Policy of the Promotional Activity;
- 2.1.2. have a valid Twitter account (hereafter - **Participating Twitter account**);
- 2.1.3. sign up and keep a subscription to Waves.Exchange official Twitter channel (https://twitter.com/waves_exchange) with the Participating Twitter account for at least the entire period of the Promotional Activity and the determination of its Winner; and
- 2.1.4. the Participating Twitter account of the Participant shall be opened for the receipt of personal messages from third persons (in order to receive a personal message in case of winning);
- 2.1.5. the Winner shall provide the Organizer with his/her personal data and consent to processing it (username on Twitter, wallet address) and fulfill other obligations stipulated in clause 2.5 (hereafter - **Winner obligations**).

2.2. Participation in the Promotional Activity

The Participant shall fulfill the following actions:

- 2.2.1. To log in to his/her Waves.Exchange account or create a new account if the Participant doesn't have one;
- 2.2.2. To go to the page "Lambo Investments" under the tab "Investments";
- 2.2.3. To top up wallet balance with USDT or USDC tokens. The minimum deposit amount is 10 USDT or 10 USDC;
- 2.2.4. Click on the button "Invest" and enter the amount. The minimum investment amount is 10 USDT or 10 USDC. Read the rules and risks of the exchange and trading platform Waves.Exchange and click the button "Invest" again, to confirm the transaction. The investment commission is 0.005 WAVES. By investing USDT you will receive the corresponding amount of USDTLAMBO or USDCLAMBO tokens. **The average balance of USDTLAMBO and/or USDCLAMBO tokens must be at least 1 USDTLAMBO or 1 USDCLAMBO within 90 days from the start date of the First Stage.**

The average balance of USDTLAMBO and/or USDCLAMBO tokens must be at least 1 USDTLAMBO or 1 USDCLAMBO within 90 days from the start date of the Second Stage.

The average balance of the Participant in the Second stage is summed up with the average balance of the Participant for the First stage if the same wallet address was used during the investment.

- 2.2.5. If the Participant wants to withdraw LAMBO tokens from the smart contract to the wallet Participant should push the "Get USDTLAMBO or USDCLAMBO" button.
Note: If you do not withdraw LAMBO tokens from the smart contract, your address will not participate in the Promotional Activity.
- 2.2.6. When determining the Winner the Randomizer (random number generator) takes into account every 1 LAMBO token on the average balance of one wallet. The larger the average balance of LAMBO tokens and the earlier the LAMBO tokens are purchased, the higher the chance to become the Winner of the Promotional Activity.

2.3. The average score of the balance for the First and Second stages is calculated as follows:

The minimum balance for the First stage of USDTLAMBO and/or USDCLAMBO token holders will be taken into account starting from 30 May 2022 (the block height of 3 394 862). After 90 days (129 600 blocks), the minimum average user balance for this period will be calculated. The minimum average balance is the sum of the minimum user balances for each day of the contest from 00:00 UTC to 23:59 UTC, divided by the number of contest days. Average balance calculation formula: $(\text{minDayBalance1} + \text{minDayBalance2} + \text{minDayBalance3} + \dots) / 90$ (daysCount).

The minimum balance for the Second stage of USDTLAMBO and/or USDCLAMBO token holders will be taken into account starting from 31 August 2022 (the block height of 3 394 862). After 90 days (129 600 blocks), the minimum average user balance for this period will be calculated. The minimum average balance is the sum of the minimum user balances for each day of the contest from 00:00 UTC to 23:59 UTC, divided by the number of contest days. Average balance calculation formula: $(\text{minDayBalance1} + \text{minDayBalance2} + \text{minDayBalance3} + \dots) / 90$ (daysCount).

2.4. Procedure for choosing a Winner

- 2.4.1. The Organizer disqualifies from participating in the Promotional Activity Participants

not complying with the terms of these Terms and Conditions and the Privacy Policy.

- 2.4.2. The Organizer will choose the Winner not later than the day following the day of the end of the Promotional Activity in accordance with clause iv, v among the Participants complying with these Terms and Conditions and the Privacy Policy based on the Randomizer (random number generator).

The Winner determined according to the Randomizer (random number generator) will be announced not later than 05 December 2022, provided that the conditions of clause v are met.

In case of non-fulfillment of the conditions of clause v of the Terms and Conditions, the Organizer has the right to revise the Period of the Promotion unilaterally.

- 2.4.3. The winner shall contact the Waves.Exchange team via Twitter. The winner will need to be identified by making a test transaction from the winning address to the address proposed by the Waves.Exchange team.

- 2.4.4. If the Winner:

- is not contacting the Waves.Exchange team via Twitter within two weeks from the date of announcement of the Winner OR
- does not comply with any of the Terms and conditions stipulated hereunder and in the Privacy Policy OR
- does not fulfill any of the Winners obligations set out in clause 2.5,

the chosen Winner loses its winning status and shall not be a candidate for the new round of choosing a Winner.

- 2.4.5. If the first Winner loses its winning status according to clause 2.4.4 the new Winner shall be chosen in accordance with the Randomizer (random number generator) and within 2 days (in accordance with the procedure set out in clauses 2.4.1-2.4.3).

- 2.4.6. The procedure of choosing a Winner set out in clauses 2.4.1 - 2.4.3 shall be repeated until the Winner is determined by the Randomizer (random number generator):

- contact the Waves.Exchange team via Twitter within two weeks from the date of announcement of the Winner, AND
- complies with any of the terms and conditions stipulated in these Terms and Conditions and the Privacy Policy; AND
- fulfills all Winner obligations set out in clause 2.5.

2.5. Winner obligations

In order to receive a Prize, the Winner agrees and is obliged to fulfill the following conditions, obligations, and requirements, and other conditions and obligations as may be reasonably requested by the Organizer:

2.5.1. *Documents*

The Winner shall sign the following documents prepared by the Organizer:

- Consent for the receipt, usage, storage, and processing of the personal data by the Organizer;
- Act of transfer and acceptance of the Prize and notice on the obligation to payment of taxes.

2.5.2. *Acceptance of the Prize*

The Winner shall accept the Prize as is, with no objections and claims to the Organizer, and agree with the Organizer on the form, delivery, and other terms of receiving a Prize.

2.5.3. *Taxes*

- The Participant is responsible for payment of any applicable taxes in any applicable jurisdiction.

- The Participant must seek its own tax advice in connection with receiving the Prize, which may result in tax consequences to the Participant, including withholding taxes, income taxes, and tax reporting requirements.
- The Organizer bears no liability for determining whether taxes apply to the Participant's Prize received by the Winner and/or for payment of the applicable taxes.

2.6. Prize

- 2.6.1. The Prize to be provided by the Organizer to the Winner shall be either a car (Lamborghini Huracan 2021 LP 580-2 Coupe) or an equivalent in the amount of 240,000 USDN. The Organizer may (but is not obliged to) follow the preferences of the Winner regarding the Prize.
- 2.6.2. If the Organizer agrees that the Prize will be transferred to the Winner in the form of a Lamborghini Huracan 2021 LP 580-2 Coupe car ("Car"):
- The Organizer chooses the form, model, color, technical characteristics and configuration, car accessories and equipment, and other characteristics of the Car unilaterally at its own discretion;
 - The Organizer may make a corporate branding for the car, including by applying indelible coatings (airbrush, painting, etc.);
 - The Organizer buys the Car as a prize and on other terms as it may deem fit.
- 2.6.3. The Organizer provides no guarantees, warranties, and/or representations with respect to the Car to the Winner in any way, expressly or impliedly. Inter alia, the Organizer does not guarantee functionality, proper technical condition, and/or visual appearance of the Car, any specific technical characteristics, configuration, car accessories, equipment, and other characteristics of the Car.

2.7. Transfer of the Prize to the Winner. Delivery

- 2.7.1. Save to the terms stipulated hereunder, the Prize is to be transferred (delivered) to the Participant within 30 calendar days from the date of choosing the Winner.
- 2.7.2. Car Delivery
- The Organizer will deliver the Prize (Lamborghini Huracan 2021 LP 580-2 Coupe) in Dubai, the United Arab Emirates at the address agreed by the Organizer with the Winner.
- The Organizer chooses the methods and terms of the Car delivery.
- The Organizer is not responsible and shall not be liable for any damages and/or defects and/or shortcomings of the Car (as set out in the clause 2.6), including those arising in the process of delivery of the Car to the Winner.
- The transfer of the Car and absence of any complaints of the Winner shall be confirmed by the act of transfer and acceptance to be signed by the Organizer and the Winner pursuant to the form provided by the Organizer.
- 2.7.3. Delivery of the Prize in the form of equivalent
- The transfer (delivery) of the Prize in the form of equivalent shall be to the wallet address of the Winner, provided to the Organizer.

3. **Use of personal data**

- 3.1. By participating in the Promotional Activity, the Participant agrees to the collection and use of his/her personal information (username on Twitter, wallet address) by the Organizer in accordance with the [Privacy Policy](#). If the Participant does not agree to the terms of the Privacy Policy and/or the proper consent for disclosure and public announcement for such information has not been obtained, the Participant shall not provide the Organizer with any information and participate in the Promotional Activity.
- 3.2. The Organizer will use Participant's personal information in order to fulfill the requirements and



goals of the Promotional Activity.

- 3.3. The Winner shall additionally provide to the Organizer the personal data necessary for receiving a Prize and the consent for the receipt, usage, storage, and processing of his/her personal information by the Organizer.

4. General

- 4.1. The Participant is solely responsible for all costs and expenses incurred by him/her in relation to the Promotional Activity.
- 4.2. The Organizer reserves the right to cancel or postpone the Promotional Activity at any time for any reason without liability, including, but not limited to, circumstances outside the Organizer's control.
- 4.3. The Organizer reserves the right to suspend or terminate the Promotional Activity or change the terms of this Terms and conditions at any time if in the Organizer's reasonable view some Participants are unfairly exploiting the opportunities of the Promotional Activity.
- 4.4. Without prejudice to any other right or remedy of the Organizer, any Participant may be excluded from the Promotional Activity or from receiving any bonuses if the Participant fails to comply with these Terms and conditions or, in the Organizer's reasonable view, is unfairly exploiting the opportunities of the Promotional Activity.
- 4.5. Nothing in these Terms and conditions nor the transfer of the Prize within the Promotional Activity shall constitute any obligation on the part of the Organizer or the Participant to enter into any future agreement or relationship.
- 4.6. The Organizer bears no liability for determining whether taxes apply to the Prize received by the Winner. The Participant must seek its own tax advice in connection with receiving the Prize, which may result in tax consequences to the Participant, including withholding taxes, income taxes, and tax reporting requirements. The Participant is responsible for payment of any applicable taxes in any applicable jurisdiction.
- 4.7. The Participant may not assign, sub-contract, or otherwise transfer his/her rights or obligations under these Terms and conditions. The Organizer may assign, sub-contract or otherwise transfer his/her obligations of payment of the Prize to the Winner.

5. Dispute resolution and support

- 5.1. Disputes arising between the parties under this Agreement or in connection with it shall be settled in the course of the pre-court dispute settlement procedure.
- 5.2. In the case of failure to settle the dispute within 30 calendar days from the date of the direction of the claim to one of the parties, the dispute shall be resolved in accordance with the applicable law.
- 5.3. The Agreement and any legal relationship between the Parties arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales without regard to its conflict of laws rules. The Parties settle all their disputes arising out of or in connection with the Agreement in accordance with the laws of England and Wales.
- 5.4. If the Participant has any questions or uncertainties regarding this Agreement, as well as claims, the Participant may contact the support service: feedback@waves.exchange.