

TERMS AND CONDITIONS OF "MOBILE TRADING COMPETITION 7 – Supercar edition" ON DEMO VERSION

PREAMBLE

1. TMS Brokers conducts a wide educational campaign for people who make their first steps in investing (in this case, on the accounts in the demo version). As part of the Organizer's action, all those interested will have the opportunity to understand what is involved and what it is related to is conscious and rational investing in real financial instruments with the utmost diligence at every decision-making stage. The purpose of the action is in particular:
 - a) popularizing knowledge regarding investing in real financial instruments, including understanding of the most important concepts and mechanisms such as types of orders, eg "market", "stop loss", operation of the so-called "Leverage" or step-by-step execution of transactions on real financial instruments,
 - b) popularizing knowledge in the field of risk management, in particular the risk related to potential loss caused by investments in financial instruments,
 - c) the opportunity to become familiar with and understand the functionality of the MT5 transaction system in the demo version and the TMS Brokers mobile application.

During the educational campaign conducted by TMS Brokers trainings, webinars will be conducted, in which experienced professionals associated with the market of financial instruments will share their knowledge with the participants and answer questions by trying to clear up any doubts. As part of the educational campaign, the distribution of special training materials is planned. Participants will also have access to forecasts by TMS Brokers analysts, which may help beginner investors make the first decisions on the market of real financial instruments.

The whole action, together with this Competition called "Mobile Trading Competition 7 – Supercar edition", which is only one of its elements is of educational nature and serves to increase transparency and awareness of the actions of potential investors. Participation in the action, including in this Competition, it does not require the creation of real account. Transactions will not be executed on real financial instruments.

2. The Competition called "Mobile Trading Competition 7 – Supercar edition" is aimed at achieving the highest possible number of points in the Competition.
3. Any Participant holding the **Account (demo version)** may enter the Competition.
4. The Participant may enter a maximum of one Account for the Competition.
5. The Competition shall last from 11.10.2020 (23:00:00 CEST) until 30.10.2020 (21:59:59 CET) and shall be divided into three Stages:
 - a) Stage I shall last from 11.10.2020 (23:00:00 CEST) until 16.10.2020 (21:59:59 CEST),
 - b) Stage II shall last from 18.10.2020 (23:00:00 CEST) until 23.10.2020 (21:59:59 CEST),
 - c) Stage III shall last from 25.10.2020 (23:00:00 CET) until 30.10.2020 (21:59:59 CET).
6. In order to enter the Competition, all the conditions of participation set out in these Terms and Conditions must be satisfied.
7. The following Competition Prizes shall be awarded in the Competition:
 - a) For taking the **first place in the Competition** (Main Prize) — (1 item). Cash prize in the amount of PLN 7 000.00 (say: seven thousand PLN) for Polish citizens and residents or EUR 1500.00 (say: one thousand five hundred EUR) outside Poland and a prize consisting of the Participant's free participation in the event organized by Supercar Club Poland S.A. (value of the non-cash prize PLN 3 016.00),
 - b) For taking the **second place in the Competition** (2nd Degree Prize) — (1 item). Cash prize in the amount of PLN 2000.00 (say: two thousand PLN) Polish citizens and residents or EUR 500.00 (say: five hundred EUR) outside Poland, and a prize consisting of the Participant's free participation in the event organized by Supercar Club Poland S.A. (value of the non-cash prize PLN 3 016.00),
 - c) For taking the **third place in the Competition** (3rd Degree Prize) — (1 item). Cash prize in the amount of PLN 1,000.00 (say: one thousand PLN) Polish citizens and residents or EUR 250.00 (say: two hundred and fifty EUR) outside Poland, and a prize consisting of the Participant's free participation in the event organized by Supercar Club Poland S.A. (value of the non-cash prize PLN 3 016.00).
8. For taking the **first place in one of the three Competition Stages** (Weekly Prize) — (3 items). Material prize – the Participant's free participation in the event organized by Supercar Club Poland S.A. The condition for receiving the Main Prize is taking 1st place in the General ranking.
9. The condition for receiving the 2nd Degree Prize is taking the 2nd place in the General ranking.
10. The condition for receiving the 3rd Degree Prize is taking the 3rd place in the General ranking.
11. The condition for receiving the Weekly Prize is to achieve the highest Return Rate in a given Competition Stage and to take the 1st place in a Weekly ranking - in one of the three Stages.
12. In each of the three stages of the Competition, 50 Participants who have obtained the highest Return Rate will be awarded with competition points. The first place in a given Competition Stage is 50 points, 50th place in a given Competition Stage is 1 point. The General ranking is created on the basis of the sum of points obtained by the Participant in each of the three Stages.

Terms and Conditions of the "Mobile Trading Competition 7 – Supercar edition"

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13. For the recommendation of the TMS Brokers mobile application in accordance with the provisions of these Terms and Conditions, each Participant may additionally obtain a maximum of 10 points, which are included in the General Ranking (throughout the Competition Period).

Article 1

GENERAL PROVISIONS

1. The Competition called "*Mobile Trading Competition 7 – Supercar edition*" hereinafter referred to as the "**Competition**" is organised in the territory of the Republic of Poland.
2. The Competition shall last from 11.10.2020 (23:00:00 CEST) until 30.10.2020 (21:59:59 CET).
3. The Competition is organised by Dom Maklerski TMS Brokers S.A. with its registered office in Warsaw, ul. Złota 59, entered into the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under number KRS 0000204776, Tax Identification Number (NIP): 526-27-59-131, hereinafter referred to as the "**Organiser**" or "**TMS Brokers**".
4. By entering the Competition, the Participant agrees to all provisions of these Terms and Conditions.
5. The Competition is not a game of chance within the meaning of the Polish Gambling Act of 19 November 2009 (Journal of Laws of 2009, No. 201 item 1540, as amended).
6. The Competition shall take place on a demonstration server as part of the MT5 transaction system in a demo version. The rules and regulations related to concluding virtual transactions in the Account as part of the Competition are not fully equal to the terms, rules and regulations related to concluding transactions in Brokerage Accounts and take place using virtual funds.
7. The Competition website is located at <https://www.tms.pl/mobile/>
8. The Competition is mainly of an educational nature and is one of many elements of the educational campaign conducted by the Organiser, details of which are presented in Preamble. The aim of Competition is to:
 - a) popularizing knowledge about investments in real financial instruments, in particular for people who make their first steps in this area,
 - b) popularizing knowledge in the field of risk management,
 - c) the opportunity to familiarize with the functionality of the MT5 transaction system in the demo version and the functionality of the TMS Brokers mobile application.
9. The competition is dedicated to Participants who are not customers of TMS Brokers.
10. This Competition is not related to the acceptance and transfer of any cash benefits, including fees and commissions, or any non-cash benefits (so-called "incentives") in the meaning of the Polish Act of 29 July 2005 on trading in financial instruments (Journal of Laws of 2005, No. 183 item 1538, as amended).

§ 2

DEFINITIONS

The expressions used herein shall be understood as follows:

1. **Business Day** — the day on which Giełda Papierów Wartościowych w Warszawie S.A. [Warsaw Stock Exchange] is open for business and transactions in financial instruments may be executed,
2. **Competition Stages** — the Competition shall consist of three stages:
 - a) Stage I shall last from 11.10.2020 (23:00:00 CEST) until 16.10.2020 (21:59:59 CEST),
 - b) Stage II shall last from 18.10.2020 (23:00:00 CEST) until 23.10.2020 (21:59:59 CEST),
 - c) Stage III shall last from 25.10.2020 (23:00:00 CET) until 30.10.2020 (21:59:59 CET).
3. **Enrolment** — registration for the Competition and opening the Account as well as satisfaction by the Participant of all the conditions specified in § 3 clause 1 of the Terms and Conditions,
4. **Competition Committee** — The permanent Competitions and Promotions Committee of Dom Maklerski TMS Brokers S.A.
5. **Competition Prizes** — a joint term for the Main Prize, Second Prize, Third Prize, and the Weekly Prizes,
6. **Entry Acceptance Period** — period from 28.09.2020 00:00 CEST time until 30.10.2020 21:59 CET time,
7. **Competition Period** — period from 11.10.2020 (23:00:00 CEST) until 30.10.2020 (21:59:59 CET), divided into the Competition Stages,
8. **Related Person** — a person using the same computer or mobile device as other Participant, with the use of which transactions are executed,
9. **Account** — Cash Account in EUR (euro) maintained by TMS Brokers for the Participant, as part of the MT5 transaction system in a demo version, opened and maintained on the basis of "*the Terms and conditions of using the demo version of transaction systems offered by TMS Brokers S.A.*" accepted by the Participant, without the possibility of making deposits and withdrawals of Cash,
10. **General ranking** — the ranking creating by adding up the points obtained by the Participant in each of the Competition Stages, is the basis for awarding the Competition Prizes (with the exception of the Weekly Award),
11. **Weekly ranking** — the ranking created at the end of each Competition Stages, is the basis for awarding the Weekly Prize,
12. **Terms and Conditions** — these Terms and Conditions of "*Mobile Trading Competition 7 – Supercar edition*",
13. **Balance** — the balance of the Account as of the close of the Competition Period, taking into account the valuation of open positions and the result from closed positions,
14. **Opening Balance** — Cash in the amount of EUR 10,000 available in the Account on the first Participant's competition day and on the first day of the subsequent Competition Stages. If the Participant executes transactions in the Account before the Competition

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Period, on the first day of the Stage 1 of the Competition the Account will be reset to zero and the Account balance will be restored to EUR 10,000. The Balance of the Account will be restored to EUR 10,000 also before the first day of each subsequent Stage of the Competition,

15. **Rate of Return** — rate of return for the Competition Stage calculated on the basis of the formula specified in these Terms and Conditions,
16. **Cash** — the balance of virtual funds in the Account,
17. **Participant** — a natural person who performed the Enrolment and was admitted by the Organizer to the Competition in accordance with the provision of these Terms and Conditions,
18. **Close of Business** — 23:59:59 in CEST/CET (according to the time in Poland in force on a given day) time or the end time of trading on a given day with an accuracy of five minutes,
19. **Profit** — achieving by the Participant in the Participant's Account as at the end of the last day of the Competition Period the balance of funds consistent with the following formula:

$E > W$

Where:

E means Equity balance (balance of the Operating Register) as at the end of the last day of a given Competition Stage,

W means Opening Balance.

§ 3

PARTICIPANTS OF THE COMPETITION

1. Natural persons who jointly meet the following conditions may participate in the Competition:
 - a) they have full legal capacity,
 - b) they have the Account,
 - c) they use the TMS Brokers mobile application made available to the User by the Organizer,
 - d) they correctly completed the application form for the Competition,
 - e) they selected their own unique nickname for the competition (Nick). The nickname may not indicate the personal data of the participant, harm the Organizer's image, infringe third parties' rights and/or consist of words generally considered offensive,
 - f) they were not excluded from or not allowed to participate in the Competition by the Organizer.
2. Only Participants can participate in the Competition.
3. Related Persons, existing and former employees, other persons employed by the Organizer notwithstanding the type of the contract, members of the Organizer's authorities together with members of their immediate family may not participate in the Competition, with the reservation that the immediate family shall mean spouses, parents of spouses, ascendants, descendants and other adopted persons.
4. The Organizer reserves the right not to allow the Participant to participate in the Competition or to exclude the Participant from the Competition during and after the

completion of the Competition in the case of reasonable suspicion that:

- a) the Participant acts contrary to the rules of the Competition described in these Terms and Conditions or contrary to the objective and purpose of the Competition,
 - b) the Participant acts contrary to the rules of social coexistence,
 - c) the Participant is a Related Person in relation to another Participant,
 - d) the Participant satisfies the criteria set out in clause 3 above,
 - e) the Participant failure to meet the criteria set out in clause 1 above,
 - f) the Participant uses opposite transactions both in own Accounts and acting jointly or in consultation with another person.
5. A decision to exclude the Participant or not to allow a person to enter the Competition shall be made by the Competition Committee.
 6. By participating in the Competition the Participant agrees to:
 - a) publishing by the Organizer and entities cooperating with the Organizer general descriptions of transactions concluded by the Participant during the Competition Period, including rates of return, levels of capital change, names of instruments, volumes owing to which the Participant achieved his result with additional commentary,
 - b) publishing by the Organizer and entities cooperating with the Organizer statements of Accounts participating in the Competition along with the competition nickname,
 - c) publishing by the Organizer and entities cooperating with the Organizer the competition nickname of the Participant, also when the competition nickname constitutes personal data within the meaning of the relevant provisions of law, including but not limited to the Polish Act on Personal Data Protection (Journal of Laws 2018, item no. 1000, as amended),
 - d) publication by the Organizer and entities cooperating with the Organizer partial and final results of the Competition.

§ 4

ENTRIES FOR THE COMPETITION AND RESIGNATION FROM PARTICIPATION IN THE COMPETITION

1. Entries for the Competition will be accepted during the Entry Acceptance Period.
2. Persons wishing to enter the Competition should submit their entry application by completing the form available within the TMS Brokers mobile application. When submitting the entry, the person concerned shall specify the competition nickname which is in accordance with §1 (1)(e) of these Terms and Conditions.
3. When entering the Competition, the person concerned shall provide:
 - a) a unique competition nickname (Nick),

- b) a correct and unique number of the Mobile Phone,
 - c) e-mail address.
4. The Enrolment for the Competition shall be completed after fulfilling all the conditions of these Terms and Conditions and correct completion of the form indicated in paragraph 2 above, no later than on the day following the fulfilment of all the Enrolment conditions.
 5. The Participants shall be deemed to join subsequent Competition Stages automatically.
 6. The Organiser shall ensure to all Participants of the Competition the Opening Balance.
 7. If the Participant provides false data, the Participant shall be excluded from the Competition and shall thus lose the right to receive the Competition Prize.
 8. The Competition Participant may at any time submit a declaration of will to resign from participation in the Competition. Such declaration of will shall be sent from the e-mail address designated for correspondence with the Cash Account holder. The resignation shall be sent to the following address: komisja@tms.pl.

§ 5

RULES OF THE COMPETITION

1. Each Participant may hold a maximum of one Account participating in the Competition. Each Participant may perform Enrollment for a maximum of one Account participating in the Competition. If the Participant has more than one Account, the Competition shall cover the Account for which Participant performed the Enrollment in the first place.
2. The Cash available in the Account shall be invested by the Competition Participant by buying or selling financial instruments available in the Account.
3. The Rate of Return for each Stage of the Competition shall be calculated in accordance with the following formula:

$$\text{Rate of Return} = \frac{\text{Equity}_{T_n} - 10\,000}{10\,000} * 100\%$$

where:

r_e — means the General Rate of Return as of the Close of Business on the last day of a given Competition Stage,

T_n — means the last day of a given Competition Stage,

Equity_{T_n} — means the balance of the Operating Register as of the Close of Business on the last day of a given Competition Stage.

4. The General ranking is created by adding up the points obtained by the Participant in each of the Competition Stages.
5. In each of the three stages of the Competition, the Participant gains 50 points for taking the first place in given Competition Stage (Top Return Rate), for the second place in given Competition Stage, the Participant gains 49 points, the Participant gains one less point respectively up to 50 place awarded with 1 point.
6. The Organiser reserves the right to make an independent decision regarding the cancellation of the transaction,

making adjustments to the settlement of the transaction and re-settlement of transactions executed at prices that deviate from the market price.

7. The Participant may participate in each Stage of the Competition.
8. The Participant may enter the Competition at any time during the Entry Acceptance Period.
9. Each Participant receives a unique link that he or she can send to any number of people. For each person who, via the invitation link sent for the first time, downloads the TMS Brokers mobile application and joins the Competition, an additional 1 point is awarded to the General Ranking of a given Participant. During the Competition Period, each Participant may obtain up to 10 additional points to the General Ranking within the recommendation system.
10. Via the link indicated in paragraph 9 above invitation yourself or repeatedly inviting another third party is not allowed. Before granting the additional points, the Organizer will verify the parameters identifying the Participant. The awarding of additional points will be indicated in the General ranking (in the mobile application, a notification of an additional character will also be sent; the lack of receipt of the notification is not unambiguous for not awarding points).

§ 6

PRIZES

1. The following prizes may be won in the Competition:
 - a. **Main Prize** (1 item), cash prize in the amount of PLN 7 000.00 (say: seven thousand PLN) for Polish citizens and residents or EUR 1500.00 (say: one thousand five hundred EUR) outside Poland and a prize consisting of the Participant's free participation in the event organized by Supercar Club Poland S.A. (value of the non-cash prize PLN 3 016.00),
 - b. **Second Prize** (1 item), cash prize in the amount of PLN 2000.00 (say: two thousand PLN) Polish citizens and residents or EUR 500.00 (say: five hundred EUR) outside Poland, and a prize consisting of the Participant's free participation in the event organized by Supercar Club Poland S.A. (value of the non-cash prize PLN 3 016.00),
 - c. **Third Prize** (1 item), cash prize in the amount of PLN 1,000.00 (say: one thousand PLN) Polish citizens and residents or EUR 250.00 (say: two hundred and fifty EUR) outside Poland, and a prize consisting of the Participant's free participation in the event organized by Supercar Club Poland S.A. (value of the non-cash prize PLN 3 016.00),
 - d. **Weekly Prize** (3 items), Material prize – the Participant's free participation in the event organized by Supercar Club Poland S.A. (value of the non-cash prize PLN 3 016.00).
2. If the Competition Prize is awarded to a natural person, the prize shall be increased by the cash prize on account of the flat-rate income tax in accordance with Article 30 clause 1 item 2 of the Polish Personal Income Tax Act.
3. The Competition Prize in EUR currency is only paid to Participants from outside the Republic of Poland.

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Participants are not able to choose the currency in which the Competition Prize will be paid.

4. If the Participant was excluded from the Competition by the Organiser or did not collect the Competition Award or did not respond to Organiser's attempts to contact the Participant within 7 calendar days from the announcement of the final results and the Participant achieved the result qualifying for the Competition Prize, the prize shall be lost and not be awarded to the Participant.
5. The monetary Competition Prize or monetary part of the Competition Prize shall be transferred to the Participant's bank account indicated by the Participant, within 14 days after the results are announced and the Participant's bank account number has been transferred to the Organizer, subject to the provisions of these Terms and Conditions.
6. The condition for receiving the monetary Competition Prize or monetary part of the Competition Prize is the possession and indication to the Organizer by the Participant of a bank account no later than on the 14th day after the announcement of the final results of the Competition.
7. The Participant who was awarded with the prize consisting of the Participant's free participation in the event organized by Supercar Club Poland S.A., shall be entitled to drive a luxury car during the aforementioned event under the terms set out herein and under the terms provided by the event organiser. The participant acknowledges that TMS Brokers is not the organizer of the above-mentioned events and TMS Brokers shall not be liable for any damage or loss resulting from the Participant's participation in the above the event. In case of any damage or loss related to the Participant's participation in the aforementioned event, the Participant agrees to indemnify TMS Brokers and hold it harmless from any loss, expense or liability resulting from such damage or loss. In order to exercise the abovementioned provisions TMS Brokers may request the Participant to make a statement in order to fulfil the features of Article 392 of Polish Civil Code of 23.04.1964.
8. The Participant shall be entitled to exercise the right to collect the aforementioned prize during the time of the event organized by Supercar Club Poland S.A. The participant acknowledges that for reasons beyond the control of the Organizer, in particular the epidemiological situation or other force majeure factors, the event may take place on a different date than it is stated in the announcements of the Organizer, Supercar Club Poland S.A. or other entities informing about the event.
9. The Participant shall declare to Supercar Club Poland S.A. that it accepts the liability and risk, as well as other terms of the participation in the event adopted by the event organiser, or otherwise the prize consisting of the Participant's free participation in the event organized by Supercar Club Poland S.A. shall be void. The abovementioned declarations will be delivered to the participant by TMS Brokers on behalf of the event organiser.
10. A failure by the Participant to meet the conditions set out in these Terms and Conditions or Participant's resignation from the realisation of the Competition Prize shall prevent the Participant from using the Competition Prize. In such a case, the Participant shall not be entitled to demand from the Organiser to pay the equivalent of the Competition Prize or to organise it in a different date or form.

11. The right to the Competition Prize may not be transferred to another person.
12. The Competition Prize is not subject to exchange for its equivalent.
13. The Participant who receives the Competition Prize acknowledges that the winner's image can be used by TMS Brokers to promote Organizer services after completing Annex No. 1 to the Terms and Conditions.
14. Failure by the Participant to fulfill the obligations referred to in paragraph 7 and 9 above will mean the Participant's voluntary waiver of the prize consisting of the Participant's free participation in the event organized by Supercar Club Poland S.A.. In this case, the Participant is not entitled to any equivalent.

§ 7

WINNERS

1. **The Main Prize** shall be awarded to the Competition Participant who will take the first place in the Competition by achieving the highest number of points in the General ranking in the Competition.
2. **The Second Prize** shall be awarded to the Competition Participant who will take the second place in the Competition by achieving the second highest number of points in the General ranking in the Competition.
3. **The Third Prize** shall be awarded to the Competition Participant who will take the third place in the Competition by achieving the third highest number of points in the General ranking in the Competition.
4. **The Weekly Prize** shall be awarded to the Competition Participant who will take the first place in Weekly ranking by achieving the highest Return Rate in given Competition Stage.
5. If two or more Participants achieve an identical Rate of Return, the order of the places taken shall be determined by the total number of closed positions in a given Stage of the Competition for which a profit was recorded. In such a case, the right to the Weekly Prize or the right to award the appropriate number of points in the General Ranking shall be awarded to the Participant who given Stage of the Competition executed the highest number of transactions for which a profit was recorded.
6. In case of achieving the same number of points in the General ranking, the total number of closed in all Competition Stages for which a profit was recorded determines the awarded prizes.
7. One Participant may win many Competition Awards in the Competition.

§ 8

PUBLICATION OF RESULTS

1. During the Competition Period, the Organiser shall make available in the TMS Brokers mobile application results of the best Participants — in the form of rankings.
2. The published rankings shall be for illustration purposes only. The final results of the Competition shall be announced by the Competition Committee.
3. The final results of the Competition shall be announced by November 3rd, 2020 — after verification of the rankings as

at the end of the last day of each Competition Stage by the Competition Committee in terms of compliance with these Terms and Conditions and applicable provisions of law.

4. The organizer with the winners of individual Competition Prizes will be contacted by phone or email.

§ 9

COMPLAINTS OF PARTICIPANTS

1. Complaints related to the course of the Competition may be submitted by persons specified in section 2 of this paragraph only electronically to the following e-mail address: komisja@tms.pl.
2. A complaint may be submitted solely by the Participant or a person who has not been qualified or admitted to the Competition or a person who was excluded from the Competition.
3. A complaint shall be filed immediately after becoming aware of the existence of circumstances raising objections, in order to allow a fair consideration of the complaint, however no later than 30 Business Days after the end of the Competition Period.
4. The complaint shall contain:
 - a) first and last name and number of the Account of the Participant or person to whom the complaint relates;
 - b) a detailed description of the situation and a clear specification of the demands of the Participant or the person to whom the complaint relates.
5. Complaints shall be considered by the Competition Committee within 30 Business Days from the date of receipt thereof. The Participant shall be informed about the outcome of the complaint consideration by e-mail to the e-mail address provided for contact and applicable to the given Account.
6. A failure to send the decision on the outcome of the complaint consideration by the Competition Committee shall not be equivalent to its automatic acknowledgement.
7. The Participant may not appeal against the decision of the Competition Committee.
8. Competition complaints do not constitute complaints within the meaning of the Act on handling complaints by financial market entities and on Financial Ombudsman of 5 August 2015 (Journal of Laws of 2016 item 892 as amended).

§ 10

POWERS OF THE COMPETITION COMMITTEE

The Competition Committee, shall be responsible for the proper course of making entries, the course of the Competition, publication of Participants' results, award of the Competition Prize, interpretation of the provisions of these Terms and Conditions, consideration of Participants' complaints and resolution of any disputes related to the Competition. The Competition Committee may make a decision to exclude from the Competition a Participant who:

- a) violates the rules of the Competition, set out in these Terms and Conditions,
- b) acts contrary to the rules of social coexistence in order to acquire the right to the Competition Prize, in

particular takes actions to manipulate the results of the Competition,

- c) uses opposite transactions both in own Accounts and acting jointly or in consultation with another person,
- d) manages Accounts belonging to other persons,
- e) the Account Balance will show a negative value.

§ 11

CONDITIONS FOR PARTICIPATION IN THE COMPETITION PRIZE

1. The Competition Participant who won the Competition Prize shall have the right to the benefits guaranteed by these Terms and Conditions.
2. The Participant shall confirm the participation in the Competition Prize and provide all necessary data for the Competition Prize, in accordance with § 6 of the Terms and Conditions. Failure to do so is tantamount to the Participant's withdrawal from the Competition Prize.
3. The winner of the Competition Prize will be asked to consent to the use of his or her image for marketing and promotional purposes of the Organizer (on the form constituting Annex No. 1).
4. A failure by the Participant to meet the conditions set out in these Terms and Conditions or Participant's resignation from the realisation of the Competition Prize shall prevent the Participant from using the Competition Prize. In such a case, the Participant shall not be entitled to demand from the Organizer to pay the equivalent of the Competition Prize or to organise it on a different date.
5. The Competition Participant shall not be entitled to transfer the Competition Prize to a third party.

§ 12

MISCELLANEOUS

1. The Terms and Conditions shall be interpreted and applied in accordance with the applicable Polish law.
2. The Organizer may amend the Terms and Conditions for important reasons. The following reasons shall be deemed important reasons:
 - a) introduction of new or amendment of generally applicable laws concerning the services provided by the Organizer under these Terms and Conditions,
 - b) changes or emergence of new interpretations of generally applicable laws as a result of judgments of courts or decisions, recommendations or guidance of the National Bank of Poland, the Polish Financial Supervision Authority or other government and public administration authorities affecting the services provided by the Organizer under these Terms and Conditions,
 - c) adjustment of products and services provided by the Organizer under these Terms and Conditions to market conditions,
 - d) adjustment of products and services to changes implemented in a functioning IT system which affect

the services provided by the Organiser under these Terms and Conditions,

- e) extension or change of the functionality of services provided by the Organiser under these Terms and Conditions.
- 3. The Organiser may correct obvious typing mistakes that may occur in the Terms and Conditions of the Competition. Correction shall not constitute an amendment to the Terms and Conditions of the Competition.
- 4. After changes to the Terms and Conditions of the Competition are posted, the Participant shall have the right to withdraw from participation in the Competition. The Participant shall notify the Organiser of its decision prior to the entry into force of the new rules of the Terms and Conditions of the Competition.
- 5. The Organiser shall not be liable for any loss or benefit that could occur when the tax amount is settled in a manner different from the manner resulting directly from the Personal Income Tax Act.
- 6. The Organiser shall not be responsible for any errors or delays in the operation of transaction platforms arising from reasons attributable to third parties for the activities of which the Organiser is not liable or which are beyond the control of the Organiser.
- 7. The organizer is not responsible for any technical errors that may result in not granting additional points under the

system of invitations indicated in § 5 of these Terms and Conditions.

- 8. The Organiser may end this Competition within 14 days from the day of informing the Participants of its decision. The Organiser shall inform the Participants about the decision by posting relevant information on the Competition website.
- 9. An amendment of the Terms and Conditions or ending the Competition by the Organiser shall not prejudice the rights of the Competition Participants to the Main Prize awarded before the entry into force of the amendment to the Terms and Conditions or before the end of the Competition.
- 10. All opinions and comments regarding the operation of the TMS Brokers mobile application are accepted at the following e-mail address: app@tmsbrokers.com
- 11. In cases not provided for in these Terms and Conditions the provisions of the Terms and Conditions related to using the information and education service offered by TMS Brokers shall apply.
- 12. The Organiser shall not be liable for tax obligations of Participants outside the Republic of Poland arising in connection with participation in the Competition.
- 13. The Terms and Conditions were drawn up in the Polish and English language. In the case of discrepancies between the two language versions, the Polish version shall prevail.

Annex No. 1 to the Terms and Conditions

TMS Brokers privacy policy regarding the image for participants of competitions

We kindly ask you to read the following information before consenting to the processing of your personal data in the form of your image.

Please be advised that your consent to the processing of your image by us is fully voluntary. Lack of your consent for the processing of your image will not be the basis for unfavorable treatment of you, and will not cause any negative consequences

*If you give your consent, your image will be processed only for the purposes indicated in this TMS Brokers privacy policy regarding the image for participants of competitions (hereinafter "**Privacy policy**").*

*Your image recorded in photographs or in film materials (hereinafter referred to as "**Image**") will be processed by the data administrator - Dom Maklerski TMS Brokers S.A. with its seat in Warsaw (hereinafter "**TMS Brokers**", "**Administrator**", "**Company**", or "**we**", "**us**"), in accordance with current provisions of law on the protection of personal data, including the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter "**GDPR**") and the applicable provisions of Polish law.*

Therefore, we would like to inform you about the processing of your image and the rules of its processing within the framework set out in this Privacy policy.

1. Who is responsible for your personal data?

The administrator of your personal data is Dom Maklerski TMS Brokers S.A. with registered seat in Warsaw, address: Żłota 59 street, 00-120 Warsaw, entered in the Register of Entrepreneurs under number 0000204776.

2. How to contact the Administrator?

In matters regarding the processing of your image by the Administrator, you can contact the Data Protection Officer appointed by the Administrator's e-mail address: odo@tms.pl or by phone: +48 22 276 62 42.

3. On what basis and for what purpose we process your personal data?

We undertake to process your personal data in a lawful manner based on one of the following conditions:

- a) in terms of image - based on your consent to the processing of personal data in connection with the dissemination of marketing or advertising materials of TMS Brokers, including on the website of TMS Brokers or industry websites and on social networks (Article 6 paragraph 1 letter a) GDPR),
- b) in so far as it is necessary to establish an investigation or defend claims in court, administrative proceedings or other out-of-court proceedings - in order to fulfill the legitimate interest of the Administrator consisting in determining, investigating or defending against such claims (Article 6 para. 1 letter f) GDPR).

Terms and Conditions of the "Mobile Trading Competition 7 – Supercar edition"

CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. 81% of retail investor accounts lose money when trading CFDs with this provider. You should consider whether you understand how CFDs work and whether you can afford to take the risk of losing your money.

4. What are your rights in the area covered by the Privacy policy?

Based on the provisions of the GDPR, you have numerous rights with respect to your personal data. Below is a general description of your rights:

- a) Access to personal data.
You have the right to access your data at any time.
- b) Correcting and supplementing the data.
You have the right to request the Administrator to promptly rectify your personal data that is incorrect, as well as to request supplementation of incomplete personal data.
- c) The right to delete data.
You have the right to request the Administrator to delete your personal data immediately in any of the following cases:
 - i. where personal data are no longer necessary for the purposes for which they were collected or otherwise processed,
 - ii. when you object to the processing of data referred to in point e) below and there are no overriding legitimate grounds for processing such data,
 - iii. where personal data are processed unlawfully,
 - iv. when personal data must be removed in order to comply with the legal obligation provided for in generally applicable regulations.

However, the Administrator will not be able to delete your personal data to the extent to which their processing will be necessary to:

- i. exercising the right to freedom of expression and information,
 - ii. complying with a legal obligation that requires processing under generally applicable regulations,
 - iii. statistical purposes according to the rules set out in the GDPR,
 - iv. establishing, investigating or defending claims.
- d) The right to limit data processing.
You have the right to request the Administrator to limit the processing of personal data in cases where:
 - i. you question the correctness of personal data - for a period allowing the Administrator to check the correctness of such data,
 - ii. processing is against the law, and you oppose the deletion of your personal data, requesting instead to limit their use,
 - iii. the administrator no longer needs personal data for processing, but it is necessary for you to establish, investigate or defend claims,
 - iv. you objected to the processing referred to in point e) below - until you find out whether the Administrator's legally founded grounds override your grounds for objection.
- e) Right to object.
You have the right to object to the processing of your personal data in the event that the Administrator processes these data in a legitimate interest, including for the purpose of direct marketing. To the extent that the data is processed for purposes other than direct marketing, the Data Administrator may not accept the objection if it demonstrates the existence of legally valid grounds for processing, superior to your interests, rights and freedoms, or grounds for establishing, investigating or defending claims .
- f) The right to withdraw consent.
To the extent that the processing of your personal data is based on your consent, you have the right to withdraw your consent at any time. Withdrawal of consent shall not affect the lawfulness of the processing which has been carried out on the basis of consent prior to its withdrawal.

g) The right to transfer data.

To the extent that your data is processed for the purpose of conclusion and performance of the contract or processed on the basis of consent and data processing takes place in an automated manner - you have the right to obtain from the Administrator in a structured, commonly used machine-readable format your personal data in the form image. You also have the right to send this personal data to another administrator.

h) The right to complain.

You have the right to file a complaint to process your personal data by the Administrator to the supervisory authority.

The powers referred to in points a) - h) above, may be performed by contacting the Administrator in the manner specified in point 2 of this Privacy policy.

5. Providing personal data

Providing your personal data in the form of an Image is voluntary.

6. Who do we share your personal information with?

We may share your personal information with the following recipients or categories of recipients:

- a) if such an obligation results from the mandatory provisions of law, the Administrator may also share your personal data with third parties, in particular authorized state bodies,
- b) clients or potential clients of TMS Brokers in marketing or advertising materials (including the Company's website or industry websites),
- c) entities acting as information, journalistic, with whom the cooperation serves marketing purposes of TMS Brokers.

7. Transfer of personal data to third countries

The Administrator does not plan to transfer your data to third countries. In the case of transfer of your personal data to third countries, i.e. recipients based outside the European Economic Area or Switzerland, in countries which, according to the European Commission, do not provide sufficient data protection (third countries that do not provide an adequate level of protection), the Administrator transfers them, using mechanisms in accordance with applicable law, which include "Standard EU Contractual Clauses",

8. How long do we keep your personal data?

The Administrator makes every effort to ensure that your personal data is processed in an adequate manner and for as long as it is necessary for the purpose for which they were collected. With this in mind, the Administrator processes your personal data in the form of an Image for the duration of marketing activities and in order to comply with applicable laws, in particular the period of limitation of claims.

9. Change of Privacy policy

This Privacy policy may change, in particular in the event that the need or obligation to introduce such changes arises from changes in the way the Image is used, the applicable law, including changes to recipients of the data.

The change of this Privacy policy is made by way of a resolution of the Management Board of TMS Brokers.

Annex:

1) Declaration regarding the consent for the processing of the Image.

Annex 1 from the Privacy policy

_____, date _____

(first name and last name)

Declaration regarding the consent for the processing of the Image

I hereby declare that I agree for the company Dom Maklerski TMS Brokers S.A. with its registered office in Warsaw (hereinafter "**TMS Brokers**") for the use my Image for the purposes of external communication in publications (both electronic and paper) in the form of brochures, leaflets, newspapers, presentations, films, for external communication in press publications, in electronic / social media and on the website of TMS Brokers or other industry websites.

For the use of my Image in the above I do not claim any additional remuneration.

(signature)