

TERMS AND CONDITIONS OF "MOBILE TRADING COMPETITION 2018"

INTRODUCTION (SUMMARY OF THE TERMS AND CONDITIONS)

1. The competition called "*Mobile Trading Competition 2018*" is aimed at achieving the highest possible number of points in the Competition.
2. Any Participant holding the Account (demo version) may enter the Competition.
3. The Participant may enter a maximum of 1 Account for the Competition.
4. The Competition shall last from 18.11.2018 (23:00:00 CET) until 07.12.2018 (21:59:59 CET) and shall be divided into three Stages:
 - a) Stage I shall last from 18.11.2018 (23:00:00 CET) until 23.11.2018 (21:59:59 CET),
 - b) Stage II shall last from 25.11.2018 (23:00:00 CET) until 30.11.2018 (21:59:59 CET),
 - c) Stage III shall last from 02.12.2018 (23:00:00 CET) until 07.12.2018 (21:59:59 CET).
5. In order to enter the Competition, all the conditions of participation set out in these Terms and Conditions must be satisfied.
6. The following Competition Prizes shall be awarded in the Competition:
 - a. For taking the **first place in the Competition** (Main Prize) — (1 item). In-kind prize in the form of an Apple telephone: iPhone XS worth PLN 5,000.00 (say: five thousand PLN) / EUR 1,159.00 (say: one thousand one hundred and fifty-nine EUR),
 - b. For taking the **second place in the Competition** (2nd Degree Prize) — (1 item). Cash prize in the amount of PLN 2,000.00 (say: two thousand PLN) or EUR 500.00 (say: five hundred EUR),
 - 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) or EUR 250.00 (say: two hundred and fifty EUR),
 - d. For taking the **first place in one of the three Competition Stages** (Weekly Prize) — (3 items). Cash prize in the amount of PLN 2,000.00 (say: two thousand PLN) or EUR 500.00 (say: five hundred EUR),
 - e. **Additional Prize** — In-kind prize in the form of a Gift Card Google Play worth PLN 40.00 (say: forty PLN) / EUR 10.00 (say: ten EUR) or a Gift Card G2a worth PLN 40.00 (say: forty PLN) / EUR 10.00 (say: ten EUR).
7. The condition for receiving the Main Prize is to achieve the highest Rate of Return from among all Participants in all Competition Stages of the Competition with an accuracy of one hundredth of a percentage point, while achieving the Profit.
8. 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 given Competition Stage 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, for taking 50 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.

Article 1

GENERAL PROVISIONS

1. The competition called "*Mobile Trading Competition 2018*" hereinafter referred to as the "**Competition**" is organised in the territory of the Republic of Poland.
2. The Competition shall last from 18.11.2018 (23:00:00 CET) until 07.12.2018 (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 Gambling Act of 19 November 2009.
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.

§ 2

DEFINITIONS

The expressions used herein shall be understood as follows:

1. **Terms and Conditions** — these Terms and Conditions of "Mobile Trading Competition 2018".
2. **Competition Period** — period from 18.11.2018 (23:00:00 CET) until 07.12.2018 (21:59:59 CET), divided into three Competition Stages.

Terms and Conditions of the "Mobile Trading Competition 2018"

CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. 80% 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.

3. **Competition Stages** — the Competition shall consist of three stages:
 - a) Stage I shall last from 18.11.2018 (23:00:00 CET) until 23.11.2018 (21:59:59 CET),
 - b) Stage II shall last from 25.11.2018 (23:00:00 CET) until 30.11.2018 (21:59:59 CET),
 - c) Stage III shall last from 02.12.2018 (23:00:00 CET) until 07.12.2018 (21:59:59 CET).
4. **Entry Acceptance Period** — period from 30.11.2018 until the Close of Business on 09.12.2018.
5. **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.
6. **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.
7. **Participant** — a natural person or legal person to whom the act grants the legal capacity, who is an EU citizen or is based in the EU area and who performed the Enrolment and was admitted by the Organizer to the Competition.
8. **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.
9. **Balance** — the balance of the Account as of the Close of Business, taking into account the valuation of open positions and the result from closed positions.
10. **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 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.
11. **Competition Prizes** — a joint term for the Main Prize, Second Prize, Third Prize, Weekly Prize and the Additional Prize.
12. **Cash Prizes** — a joint term for the Second Prize, Third Prize and Weekly Prize.
13. **Rate of Return** — rate of return for the Competition Stage calculated on the basis of the formula specified in these Terms and Conditions.
14. **Cash** — the balance of virtual funds in the Account.
15. **Close of Business** — 23:59:59 hours CET with an accuracy of five minutes.
16. **Related Person** — a person using the same computer or mobile device as other Participant, with the use of which transactions are executed.
17. **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. Only natural or legal persons who jointly meet the following conditions may participate in the Competition:
 - a) they have full legal capacity (natural persons) who are EU citizen or have legal personality (legal persons) based in the EU,
 - b) they have the Account,
 - c) they use the TMS Brokers mobile application made available to the User by the Organiser,
 - 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,
 - f) they were not excluded from or not allowed to participate in the Competition by the Organiser.
2. Only Participants can participate in the Competition.
3. Related Persons, existing and former employees, members of the Organiser'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 Organiser 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. The Competition Committee reserves the right not to allow a person or the Account to enter the Competition or to exclude the Participant or the Competition Account from the Competition during its duration and after its completion in the event of reasonable suspicion that the person or the Participant, respectively, acts contrary to the rules of the Competition described in these Terms and Conditions or acts contrary to the objective and purpose of the Competition. The Competition Committee reserves the right not to allow to enter the Competition any persons whose competition nicknames will be worded to harm the Organiser's image or are generally considered offensive or infringe third parties' rights.
7. By participating in the Competition the Participant agrees to:
 - a) publishing by the Organiser and entities cooperating with the Organiser 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 Organiser and entities cooperating with the Organiser statements of Accounts participating in the Competition along with the competition nickname,
 - c) publishing by the Organiser and entities cooperating with the Organiser the competition nickname of the Participant, also when the competition nickname constitutes personal data within the meaning of the Act on Personal Data Protection,
 - d) publication by the Organiser and entities cooperating with the Organiser partial and final results of the Competition.
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. The declaration of will shall be in electronic form and 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.

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 Participant shall specify the competition nickname. The competition nickname may not indicate the Participant's personal data or contain words and phrases generally considered to be offensive or infringing anyone's rights.
3. When entering the Competition, the Participant 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 no later than on the day following the fulfilment of all the Enrolment conditions.
5. The Participant's Enrolment for subsequent Competition Stages shall be automatic.
6. The Organiser shall ensure to all Participants of the Competition the Opening Balance.
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 participate in any Stage of the Competition.

§ 6

PRIZES

1. The following prizes may be won in the Competition:

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- a. **Main Prize** (1 item), In-kind prize in the form of an Apple telephone: iPhone XS worth PLN 5,000.00 (say: five thousand PLN) / EUR 1,159.00 (say: one thousand one hundred and fifty-nine EUR),
 - b. **Second Prize** (1 item), cash prize in the amount of PLN 2,000.00 (say: two thousand PLN) or EUR 500.00 (say: five hundred EUR),
 - c. **Third Prize** (1 item), cash prize in the amount of PLN 1,000.00 (say: one thousand PLN) or EUR 250.00 (say: two hundred and fifty EUR),
 - d. **Weekly Prize** (3 items), Cash prize in the amount of PLN 2,000.00 (say: two thousand PLN) or EUR 500.00 (say: five hundred EUR),
 - e. **Additional Prize** — In-kind prize in the form of a Gift Card Google Play worth PLN 40.00 (say: forty PLN) / EUR 10.00 (say: ten EUR) or a Gift Card G2a worth PLN 40.00 (say: forty PLN) / EUR 10.00 (say: ten EUR).
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 Personal Income Tax Act.
 3. If the Participant was excluded from the Competition by the Organiser during the Entry Acceptance Period 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.
 4. The Cash 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.
 5. The Participant receiving the Main Prize or the Additional Prize is obliged to provide the Organizer with an acknowledgment of the Competition Prize.
 6. The condition for receiving the Cash Prize is the possession and indication to the Organizer by the Participant the bank account no later than on the 14th day after the announcement of the final results of the Competition.
 7. 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.
 8. The right to the Competition Prize may not be transferred to another person.
 9. The Competition Prize is not subject to exchange for its equivalent.
 10. The Participant who receives the Main Prize acknowledges that the winner's image can be used by TMS Brokers to promote Organizer services.
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 given Competition Stage by achieving the highest Return Rate in given Competition Stage.
 5. **The Additional Prize** shall be awarded to the Participant who, in at least 2 of 3 Competition Stages, will execute at least 10 transactions and will achieve a positive result from the transactions.
 6. 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.
 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 application results of the best Participants — in the form of a ranking.
2. The published ranking 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 within 14 days from the end of the Competition Period — after verification of the rankings as at the end of the last day of each Competition Stage by the Competition Committee.

§ 9

COMPLAINTS OF PARTICIPANTS

1. Complaints related to the course of the Competition may be submitted by Participants 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:

§ 7

WINNERS

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- 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

COMPETITION COMMITTEE

1. The permanent Competitions and Promotions Committee operating at the registered office of the Organiser, referred to as 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 via e-mail within 7 days from the date of publishing by TMS Brokers the final results of the Competition, all data necessary for the implementation of the Competition Prize.
3. The condition for using the Competition Prize shall be to submit in writing, on a form prepared by the Organizer,

consent by its beneficiary to use its image for marketing and promotional purposes of the Organizer.

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.

§ 12

CONDITIONS FOR PARTICIPATION IN THE CASH PRIZE

1. The Competition Participant who won the Cash Prize shall acquire the right to crediting the Participant's bank account with an amount representing the value of the Cash Prize.
2. TMS Brokers shall credit the bank account referred to in clause 1 with the amount specified for the Cash Prize in PLN or EUR at the Participant's option.
3. The Participant shall submit a declaration of exercising the right to the Competition Prize via e-mail within 7 Business Days from the publication by TMS Brokers of the final results of the Competition. A failure to submit the above declaration on time shall be deemed as Participant's resignation from the implementation of the Competition Prize.
4. The Competition Participant shall not be entitled to transfer the Competition Prize to a third party.

§ 13

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 Organizer under these Terms and Conditions,
 - e) extension or change of the functionality of services provided by the Organizer under these Terms and Conditions.
3. The Organizer 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.

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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 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.
8. 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.
9. By participating in the Competition the Participant agrees to:
 - a) processing of his personal data by Dom Maklerski TMS Brokers S.A. with its registered office at ul. Złota 59, 00-120 Warsaw on the basis of the Act on Personal Data Protection of 10 May 2018 (Journal of Laws of 2018, item 1000, as amended), in connection with the participation in the "Mobile Trading Competition 2018" competition.,

The data controller is Dom Maklerski TMS Brokers S.A. with its registered office in Warsaw at ul. Złota 59, 00-120 Warsaw. The data will be processed for the purpose of 1) participating in the "Mobile Trading Competition 2018", competition, 2) managing the demo account and 3) in legally justified purposes of personal data controller, i.e. marketing of Dom Maklerski TMS Brokers S.A. own products and pursuing any claims arising from participation in the "Mobile Trading Competition 2018" competition. In legally justified purposes of the data controller, personal data will be processed for 10 years.

The consent is voluntary and may be cancelled at any time, however, if the consent is not granted or is revoked, the participation in the "Mobile Trading Competition 2018" competition will not be possible and in such a case the Participant will be automatically excluded from the Competition.

10. The Participant provides his personal data voluntarily. The Participant was instructed about the possibility of accessing his personal data and about the right to change them.
11. In cases not provided for in these Terms and Conditions the provisions of the Terms and Conditions related to using the demo version of transaction systems 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.