

V.13.11.2018

TERMS & CONDITIONS OF DUKASCOPY BANK REFERRAL PROGRAM ("Program ")

Grow the DUKASCOPY 911 Community and get rewarded!

Receive EUR 5 as a Gift for each new person you introduce to the DUKASCOPY 911 Community and each new member you refer also receive EUR 5 as a Gift.

The participation in the Program is free of charge but is subject to conditions.

What do you acknowledge and agree when checking the "I accept" box below?

You accept that:

- I. the present Terms & Conditions ("T&C") which govern the Program may be changed at any time without prior notice. You accept that the T&C published at www.dukascopy.bank are the unique T&C which are binding on you. Any new version of T&C published on www.dukascopy.bank immediately replaces and supersedes all previous ones.
- II. the Program may be suspended or discontinued at any time, without prior notice;
- III. the moderator(s) of the DUKASCOPY 911 Community ("Community") have entire freedom, without having to provide explanations, to refuse, suspend or discontinue your participation in the Program, to adjust, cancel the payment of Gifts and methods used for paying such Gifts, in particular but not only if they reasonably determine that (a) T&C were breached or circumvented or (b) that any other form of abuse was committed in relation to the Program/T&C or (c) if the spirit of the Program which is to increase the use of CONNECT 911 as social media and source of fun, was violated or (d) that the Participant hampered (voluntarily or not) the success of the Program or (d) harmed the reputation of third parties associated with the Program;
- IV. conditions are imposed and may be changed without prior notice for (a) being accepted in the Program and/or (b) for receiving Gifts as referrer or as referred new member of the Community. Those conditions are published on www.dukascopy.bank. In case those conditions are not met, there is no right for receiving any payment of Gift, without any possible recourse against the legal entities and natural persons associated with the Program;
- V. Gifts are payable only via an account at the institution affiliated to the Program.
- VI. Gifts are paid only to referred new members of the Community, existing members of the Community are not eligible for any Gifts;
- VII. Gifts are paid only upon fulfillment of all conditions in T&C and those published at www.dukascopy.bank;

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- VIII. not more than one Gift may be paid to each referred natural person qualified for to the Program. In case referred persons make multiple registrations in the Community, only one registration will be counted for the purpose of the Program;
- IX. each Gift is paid upon provision of a valid promotional code ("Code") generated and sent to a Participant of the Program without further verifications. Any claim that a wrong Code has been communicated for payment of Gift(s) will neither be considered nor investigated. Payments of Gifts are irrevocable unless moderators apply their rights as per section (iii) above;
- X. you shall not publicly (including on the Internet) criticize or otherwise offend other Participants of the Program;
- XI. you are responsible for handling any possible tax consequence of Gifts you receive;
- XII. these T&C do not constitute an agent agreement pursuant to articles 418a and followings of Swiss Code of Obligations those application are expressly excluded;
- XIII. legal entities and natural persons organizing the Program do not accept any responsibility or liability for any violation of rights, breach of legislation or other regulation that you may commit in relation to the Program. It is your sole responsibility of complying with all legislation applicable to you;
- XIV. there is no confidentiality offered to you regarding your activity as Participant of the Program. This means in particular but not exclusively that (a) in case of any disclosure (whether by you or by third parties) via media (including on the Internet) regarding a dispute involving you and the Program, moderators of the Program will be free to comment on such disclosure and provide via concerned media any information useful for understanding their position about the disclosed issue/dispute and (b) you allow the use for advertising purposes of all personal data, pictures and videos you input in CONNECT 911, without restriction. In this respect you accept to receive communications from the organizers of the Program;
- XV. any dispute involving you and the Program shall be settled amicably, in good faith and in a constructive manner. You expressly renounce to any threat or blackmail vis-à-vis any natural person or legal entity associated with the Program. Failure to comply may result in partial or full revocation of Gifts paid to you before;
- XVI. the Program is governed by Swiss Law. Swiss courts are competent in case of legal actions.

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You understand and accept that it is strictly prohibited to add to the Community by:

- a. using or disseminating logos or other intellectual property that is not yours (except DUKASCOPY CONNECT 911 name and logo) or which mimic logos or other intellectual property of third parties;
- b. harassing or spamming people: no unsolicited emails and no post mails to people not known to you personally are permitted;
- c. cold calls: no unsolicited calls to people not known to you personally are permitted;
- d. acting or pretending to be acting on behalf of any third party including legal entities or natural persons that may be associated with the organization of the Program. You can only act in your own name and represent yourself in the Program;
- e. publicly (including on the Internet) promoting or referring to legal entities or services subject to regulation, prohibitions such as but not limited to financial institutions, casinos, financial services, gambling, lotteries, etc, whether these legal entities or activities are connected with CONNECT 911, with the Program or not;
- f. collaborating with any organizations or natural persons involved in illicit, criminal, terrorist or otherwise offensive activities;
- g. promising illegal or offensive acts by you or by third parties;
- h. increasing or promising to increase (directly or via third parties) the Gift paid to new Community members referred by you or by other Participants of the Program;
- i. receive payments or advantages other than the Gift you may receive for each new Community member referred by you;
- j. sharing the Gift you receive for each new member you refer with third parties;
- k. allowing third parties to disseminate your Code;
- l. allowing third parties to use your Code other than for obtaining a Gift in their capacity as new members attracted by you into the Community. Each Code shall remain strictly personal;
- m. pretending to have any kind of exclusivity or using any other misleading or false statements.

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You confirm that:

- I. you decided to take part in the Program upon your own initiative, without any solicitation or pressure and that you will bear entirely and solely any and all liability for possible expenses and damages you may incur in the context of your participation in the Program. You will not hold any third party liable or responsible for such expenses and damage.
- II. you are at least 14 years old or have equivalent minimum age depending on your jurisdiction. You will introduce to the Community only natural persons at least 14 years old having legal capacity or legal entities. The Program is available only for users above 14 or equivalent minimum age depending on jurisdiction, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature.
- III. you have read, understood the T&C and unconditionally accepted to comply with them.
