

## T&Cs “Trade a Tesla Real Stock Competition”

1. These Terms and Conditions (hereby the “**Terms**”) relate to the Real Stock Competition (hereby the “**Competition**”) powered and offered by The NAGA Group A.G. (hereby “**NAGA**”) and form the terms and conditions of the competition.
2. The Competition is offered to existing and prospective clients of the following entities (hereby the “**Registration Entity**”):
  - a. NAGA Markets Europe Ltd; and
  - b. NAGA Global LLC.

The Terms must be read and acknowledged in conjunction with the “Client Agreement”, the “Risk Disclosure and Warning Notice”, and the “Privacy Policy” of the applicable Registration Entity.

3. NAGA Markets Europe Ltd is a Cypriot Investment Firm ("NAGA EU") registered with the Registrar of Companies in Cyprus under number HE 251168 and regulated by the Cyprus Securities and Exchange Commission ("CySEC") under license number 204/13. 1.2.
4. NAGA Global LLC is incorporated under the laws of Saint Vincent and the Grenadines with Registration 24501 IBC 2018 (“NAGA Global”). NAGA Global is registered as an International Business Company under the International Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and Grenadines, 2009.
5. By accepting these Terms you are bound by its guidelines and provisions set forth for the duration of the Competition.

### A. CONDITIONS OF ELIGIBILITY

6. Subject to, and without prejudice to, the Competition is available to clients and prospective clients of each Registration Entity who have satisfied the criteria of the competition (referred to as “**Participants**”) as set out in the sections following hereinafter.
7. Only individuals who can form legally binding contracts under the laws applicable in their country of residence may participate in the Competition. Without limiting the foregoing, participation in the Competition is allowed to any individual who is above the age of 18 or otherwise above the legal age in their country of residence.
8. Eligible clients shall subscribe to the Competition through the link [naga.com/contests/256?code=wkc1fbyb](https://naga.com/contests/256?code=wkc1fbyb)
9. NAGA offers the Competition to clients who can trade “Real Stocks” using NAGA’s website and/or Platform(s) to participate in the Competition. It is hereby noted that Real Stocks are not suitable for all clients and **Your Capital is at Risk**. By acknowledging these Terms, the Participant fully understands such risks included in each Registered Entity’s Client Agreement and to the Risk Disclosure and Warning Notice.
10. Pursuant to its product governance policy, NAGA is obliged to assess the client’s knowledge and experience in the investment field in order to evaluate the product’s appropriateness in relation to the nature of the client, the nature and extent of the services to be provided, and the anticipated type of product or transaction, including their complexity and the risks involved.

11. NAGA, at its sole discretion, may disqualify any Participant(s) from the Competition, as it deems appropriate.

## **B. DURATION OF THE COMPETITION**

12. The Competition shall commence on the 15th of November 2021 and shall be active for 90 days (hereby the "**Competition's Duration**"). Notwithstanding the above, NAGA, reserves the right to amend, shorten or extend the period of the Competition at its sole discretion subject to paragraph 22 of these Terms,

## **C. COMPETITION'S GOAL**

13. The Competition's objective is to generate the highest profit in Real Stock Trading by the end of the Competition's duration, as per paragraph 12 above. The Participants acknowledge that any profit generated through CFD Trading will not qualify for the purpose of the Competition.
14. Participants acknowledge that NAGA and the Registration Entities will not bear any liabilities for any loss incurred by each Participant by engaging in Real Stock (and/or CFD Trading).
15. Participants acknowledge that the minimum deposit required to participate in the Competition is 250 EUR.
16. The top-ranking Participant by the end of the Competition's Duration (i.e., the top Participant that achieved the highest profits) will receive a prize from NAGA as detailed in Section D of these Terms.

## **D. COMPETITION'S PRIZES**

17. The winner of the Competition as per the objective, as defined in paragraph 13 above, will receive a Tesla Model 3 (hereby the "**Prize**"). The Participants acknowledge that NAGA and the Registration Entity will not bear any expense other than the expense for the acquisition of the Prize. In this respect any expense for the registration of the Prize, taxation, insurance, parking space, repair as well as any operating costs will not be compensated by NAGA.
18. The Prize will be branded by NAGA ("**Branded Prize**") and the winner will be required to maintain the Branded Prize for the period of one (1) year ("**Prohibition to Sale Period**"). The winner is prohibited from removing the branded exterior of the Prize for the aforementioned period. The Branded Prize cannot be sold, rented or given away during the one-year period. Upon the passing of the Prohibition to Sale Period, the Prize cannot be sold, rented or given away without the prior written consent of NAGA.
19. The delivery of the Prize will be the responsibility of NAGA.
20. The winner acknowledges that, NAGA and/or the Registration Entities and/or any third parties representing NAGA cannot accept any liability and responsibility for any damage, loss, theft and injury suffered by the winner following the receipt/delivery of the Prize by the winner.

21. Upon the termination of the Duration Period, NAGA shall proceed with the evaluation of the Top-ranking Participant to assess whether the relevant Participant received their profits from abusive trading, pursuant to the provisions of NAGA's Client Agreement. In case the winner is identified as an "abuser" they will be disqualified from the Competition, and the winner will be amended appropriately.
22. Participants acknowledge and agree that it may take up to three to seven (3-7) business days for NAGA to communicate with the winner for the settlement of the Prize.

#### **E. General Terms**

23. NAGA reserves no responsibility, for any third party that engages in any form of research, advice, or recommendation posted in the third party's website or other form of communication which may directly or indirectly be regarded as investment advice and/or as misleading and/or as misinformation.
24. NAGA reserves the right, at its reasonable discretion to:
  - I. Decline registration of any Participant in the Competition; and
  - II. Disqualify any participant in the Competition who abuses or attempts to abuse the operation of the Competition or breaches these terms and/or any other guidelines included in NAGA's and each Registration Entity's website. Under no circumstances shall NAGA or each Registration Entity be liable for any consequences of any trading offer cancellation or decline, including, but not limited to, order(s) closure by stop out.
25. NAGA and the third party reserve the right, at their reasonable discretion, to discontinue the offering of the Competition to any client or Participant, without having to explain the reasons. Such clients or Participants will be informed via email.
26. NAGA reserves the right to alter, amend or terminate the Competition or any aspect of it at any time. In case of any change, NAGA may, at its discretion, proceed with a prior notice of one (1) week to the Participants via NAGA's channels. It is recommended that the Participants in the Competition shall regularly consult these Terms on NAGA's or each Registered Entity's website. Please note that taking part in the Competition constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.
27. A Participant may opt-out from the Competition whenever they wish, at their own cost, by proceeding with the relevant notification to their Account Manager or via an email depending on their Registered Entity:
  - a. ***support@nagamarkets.com*** for clients of Naga Markets Europe Ltd; or
  - b. ***service@naga.com*** for clients of Naga Global LLC.

#### **F. Restrictions**

28. All Participants are permitted to hold only one (1) Account per one (1) unique IP address. Multiple registrations from the same IP are not permitted, nor multiple Trading Accounts registered with the same personal details, in this respect, all accounts shall be cancelled, and the relevant Participant shall be disqualified.
29. During registration with NAGA and throughout the trading activity (including the duration of the Competition), the Participants are restricted from using a VPN which blocks or redirects

their IP to another country. The IP must reflect their registered and current residential country when creating and operating an account with NAGA.

30. NAGA's employees, employees of group companies, third party employees, affiliates or associate companies are not eligible to participate in the Competition. For the purposes hereof, the term "Intermediary(ies)/Related Party(ies)", when used in these Terms, unless the context requires otherwise, shall mean to include any person or entity bearing a relationship with any Participant in the Competition, including, without limitation to family members, such as brothers, sisters, spouses, ancestors, lineal descendants, collateral descendants and any person or entity, whom any participant in the Competition, directly or indirectly through one or more intermediaries, controls, or whom, directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with any participant in the Competition; for purposes of this definition, the term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any participant in the Competition, shall mean the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such person or entity, whether through ownership of voting securities or otherwise.

#### **G. Cancellation/Disqualification**

31. Any indication or suspicion, at NAGA's sole discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially from the credit Competition amount without being genuinely interested in trading in the markets and/or taking market risk), fraud, manipulation, cash-back arbitrage connected to a Competition amount or any other forms of deceitful or fraudulent activity, may result in the Participants' disqualification.
32. In addition to the provisions of each Registration Entity's Client Agreement, abusive trading, includes the following actions such as, but not limited to:
- Trading on price latency arbitrage opportunities either by using additional functionalities/plugin-ins (i.e., Expert Advisors, etc.) or by any other means.
  - Taking advantage of Swap rates or Swap-free accounts to generate risk-less profits.
33. Where NAGA identifies or reasonably considers that a Participant violated the provisions of this paragraph or any of these Terms, it may proceed with the Participant's disqualification from the Competition without any prior notice.

#### **H. Governing Law**

34. The Terms shall be governed by and construed in accordance with the Laws of the Republic of Cyprus. Any dispute or situation not covered by these Terms will be resolved by NAGA or each Registered Entity in the manner it deems to be the fairest to all concerned. That decision shall be final and/or binding on all entrants.
35. If any of the Terms were to be translated into a language other than English, then the English version of these terms shall prevail where there is an inconsistency.

## **I. Risk Warning**

36. Please read and ensure you fully understand your Registered Entity's "Risk Disclosure and Warning Notice", available at their respective websites [here](#) and [here](#)

## **I. Privacy Warning**

37. Upon the end of the Competition, NAGA and NAGA's third party representatives may publish the following information of the Top Participant to social media, their website and into the NAGA Feed.
  - a. User ID; and
  - b. User Profile Picture.
38. In this respect, by entering into the Competition the Participants consent to the processing of their information by NAGA and each Registration Entity And their publication to NAGA's channels. For further information on NAGA's data processing please refer to the "Privacy Policy" of your Registered Entity available here and here.