

## **MONEFIT SMARTSAVER LUCKY DRAW TERMS AND CONDITIONS**

### **1. INTRODUCTION**

1.1. Monefit Card OÜ (hereinafter "**Monefit SmartSaver**") has introduced the **Lucky Draw Campaign** which offers a **Lucky Draw Bonus** to **Eligible Users** during the **the Lucky Draw Campaign Period**. These Monefit SmartSaver Lucky draw Terms & Conditions (hereinafter "**these Terms**") will apply throughout the **The Lucky Draw Campaign Period**.

1.2. By opening a SmartSaver Account and verifying their identity, each User agrees to and accepts these **Terms** as outlined herein, in addition to any other terms Monefit SmartSaver applies, including the Terms of Use of Monefit SmartSaver (hereinafter "**Terms of Use**") which appear on the **Monefit SmartSaver** website.

1.3. In these **Terms** following words and expressions shall have the following meaning:

**"Lucky Draw Bonus"** means the bonus available to **Eligible Users** under **the Lucky Draw Campaign** and set out in Section 4 below.

**"Lucky Draw Campaign"** means the campaign operated by **Monefit Smart Saver** which is the subject of these **Terms**.

**"The Lucky Draw Campaign Period"** means the duration of the **Lucky Draw Campaign** operated by **Monefit SmartSaver**.

**"Eligible User "** means Users who meet the Eligibility Criteria set out in Section 3 below.

**"The Monday Draw"** means the weekly draw taking place each and every Monday during **The Lucky Draw Campaign Period**.

**"Winning User"** means the Eligible User who receives the lucky Draw Bonus in the Monday Draw.

1.4. Except as set out above, the definitions, words and expressions used in these **Terms** shall have the same meaning as given in the **Terms of Use** unless the context otherwise requires.

### **2. PERIOD OF THE CAMPAIGN**

2.1 The Lucky Draw Campaign Period starts on 20/10/2023 00:01 Central European Time and ends at a time when **the Lucky Draw Campaign** is terminated by Monefit SmartSaver in accordance with the procedure set out below. In the event of such termination these **Terms** shall have no effect but the **Terms of Use** shall continue to apply unless the context otherwise requires.

### **3. ELIGIBILITY**

3.1. The following are entitled to participate in the **Lucky Draw Campaign**:

- i) all existing Users provided they continue to comply with the **Terms of Use** and
- ii) all new Users, i.e. Users who do not have an existing SmartSaver Account and have never previously registered a SmartSaver Account but who during the **Lucky Draw Campaign Period** verify their identity as a User in accordance with the **Terms of Use** and continue to comply with the **Terms of Use**.

3.2. To qualify for any particular **Monday Draw** a User must have increased (by adding funds) the net balance on their SmartSaver account by at least 500 Euros from the net balance figure which applied on the previous **Monday Draw**.

3.3. A User is restricted to one entry for any particular **Monday Draw** even if they have added funds several times to their SmartSaver account in the week before.

3.4. A User is not restricted from entering into different **Monday Draws** provided that for each specific **Monday Draw** they have (in accordance with 3.2. above) increased the net balance figure on their SmartSaver Account by at least 500 Euros.

#### **4. BONUS**

4.1. During the **Lucky Draw Campaign Period**, the **Monday Draw** will take place each and every Monday and through a secure random generator which will award a Lucky Draw Bonus of 100 Euros to 5 individual **Winning Users**.

4.2. The **Lucky Draw Bonus** will be paid (if all conditions in these **Terms** have been fulfilled) by adding electronic funds directly into each **Winning User's** SmartSaver Account within 24 hours of the relevant **Monday Draw**.

4.3. The **Lucky Draw Bonus** has no cash value, is non transferable and cannot be exchanged for cash by the User.

#### **5. TAXATION**

Each **Winning User** shall be fully responsible for the calculation and payment of all taxes arising from the **Lucky Draw Bonus**. The **Lucky Draw Bonus** will be made available to the **Winning User** without any deduction or withholding for or on account of any Tax.

#### **6. TERMINATION OF LUCKY DRAW CAMPAIGN AND UPDATES TO THE TERMS**

6.1. The User is obliged to immediately stop their participation in the **Lucky Draw Campaign** if requested by Monefit SmartSaver. Such a request can be made for any reason and at Monefit SmartSaver's sole discretion.

6.2. By participating in the Lucky Draw Campaign, a User consents to have their first name and country of residence published by Monefit SmartSaver.

6.3. Monefit SmartSaver may review the payment and withdrawal record of any Smartsaver account in the event Monefit SmartSaver suspects any User of breaching these **Terms**.

6.4. Monefit SmartSaver reserves the right to suspend or terminate the User's SmartSaver Account or refuse to pay the **Winning Bonus**, if Monefit SmartSaver notices any activity that is believed to be abusive, fraudulent, or does not comply with or does not comply with any one of the following - these **Terms**; or **Terms of Use** or any other agreements that apply to the User.

6.5. Monefit SmartSaver may suspend or terminate the **Lucky Draw Campaign** or a User's ability to participate in it at any time for any reason.

6.6. If Monefit SmartSaver, at its sole discretion, believes that a User opened a SmartSaver Account for the primary purpose of collecting the **Draw Bonus**, the User will be disqualified from the **Lucky Draw Campaign** and will not be eligible to receive the **Draw Bonus**.

6.7. Monefit SmartSaver may, in its sole and absolute discretion, amend these **Terms** unilaterally and without individually notifying each User. Monefit SmartSaver may not always be able to give each User advanced notice of any amendments. If Monefit SmartSaver modifies these **Terms**, the updated Terms will always be posted on the SmartSaver Website, at which time they will be deemed to take immediate effect. Continued participation in the **Lucky Draw Campaign** shall constitute consent to the updated Terms by each User.

6.8. Monefit SmartSaver may, in its sole and absolute discretion, unilaterally terminate the **Lucky Draw Campaign**. In the event of such termination these Terms shall automatically have no effect. Monefit SmartSaver shall provide notice of termination of the **Lucky Draw Campaign** by providing any one of the following - a) sending a relevant notice to each User b) and/or by publishing an announcement of the termination on the SmartSaver Website c) and/or by removing these **Terms** from the SmartSaver Website.

## **7. MISCELLANEOUS**

Any dispute or claim arising out of these **Terms**, or its subject matter or formation (including non-contractual disputes or claims) shall be governed the **Terms of Use**

If you have any questions about how to enter or in connection with the **Lucky Draw Campaign**, please send an email to [info@monefit.com](mailto:info@monefit.com).