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

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 making deposits) 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 made multiple deposits into 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 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**.
 - 6.3 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.
 - 6.4 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.
 - 6.5 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**.
 - 6.6 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.
 - 6.7 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 <u>info@monefit.com</u>.