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Promo Code Terms

1. Introduction

1.1. These Promo Code Terms (the "**Terms**") apply to new clients who (i) have activated their Invest Account or, as applicable, Stocks and Shares ISA Account, (the "**Account**") with either Trading 212 UK Limited, Trading 212 Markets Limited or FXFlat Bank GmbH, and (ii) have used a Promo Code or Promo Link, as defined below. Trading 212 CFD and Cash ISA accounts are explicitly excluded from the scope of this Campaign.

1.2. Our Invest Terms and the ISA Terms apply in addition to these Terms. All words and phrases highlighted and not defined in these Terms shall have the same meaning as defined in our Invest Terms and ISA Terms (as applicable). In case of any inconsistencies, these Terms shall take precedence over the Invest Terms and the ISA Terms. You can find more practical information and answers to frequently asked questions in our <u>Help Center</u>.

Note: These Terms do not apply to you if you have been provided with a free share link or a promo code by inviting a friend or being invited to Trading 212 by a friend. In such cases, the <u>Trading 212 Invite a Friend Terms and Conditions</u> will apply to you.

2. Definitions

"Eligible Countries" means the countries from which Trading 212 accepts and onboards clients, excluding Australia;

"Promo Code" means the alphanumeric code, which after successful registration and upon meeting all requirements as set out herein, shall grant you the right to receive Reward Shares.

"Promo Link" means the unique hyperlink, upon successful registration through which, and upon meeting all requirements as set out herein, shall grant you the right to receive Reward Shares.

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"Participant" or **"You"** means an individual who meets the qualifying criteria herein and has used a Promo Code within 10 (ten) days of submitting their Invest or Stocks and Shares ("**Stocks ISA**") account registration form or has registered through a Promo Link.

"Promotion" means the Promo Code and Promo Link promotion intended to promote Trading 212's services by awarding Reward Shares to eligible Participants.

"Reward Shares" means each and any of the equity-based financial instruments transferred by Trading 212 to the Participant or the monetary value of such equity-based financial instruments where Trading 212 is unable to provide the instruments. The Reward Shares may be less than one share, the value of which may range between EUR/GBP/USD 8 up to EUR/GBP/USD 100 (as applicable, depending on the main currency of the Participant's account). Each Reward Share has a weighted probability, meaning that shares with a higher value will be less common. You can find the value probability of Reward Shares on our FAQ page;

"Trading 212", **"us"** or **"we"** means, as the case may be, Trading 212 UK Limited, an FCA-authorised investment firm with licence number 609146, Trading 212 Markets Limited, a CySEC-authorised investment firm with licence number 398/21 and/or FXFlat Bank GmbH, a BaFin-regulated investment firm with license number 10109603.

3. About the Promotion

3.1. Any prospect client abiding by these Terms, who (i) has signed up for a Trading 212 Invest or Stocks ISA account and (ii) resides in any of the Eligible Countries, can participate in the Promotion and earn Reward Shares.

3.2. In the rare scenario where we experience any difficulties in providing Participants with an equity-based financial instrument as a Reward Share, we reserve the right to provide the Participants with the monetary value of such an instrument instead. Such will be booked as cash on the Participant's Account. The monetary value shall be determined as of the date on which the reward is distributed.

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4. Steps to Undertake

4.1. In order to receive Reward Shares, you must:

- a. enter our Website or mobile application via a Promo Link, and open an Invest or Stocks ISA account with us; or
- b. enter the Promo Code within 10 days of opening your Account with us.

4.2. You must also:

- a. be a new Trading 212 client, submitting an Invest or Stocks ISA account registration form with Trading 212 for the first time;
- b. be successfully onboarded and verified by us in accordance with our onboarding requirements; and
- c. deposit an amount equivalent to or greater than the minimum set out in our <u>Terms</u> and <u>fees</u> ("Minimum Deposit") up to 10 calendar days after submitting the account registration form.

4.3. Please note that any Participant who does not fulfil, or who only partially fulfils, the requirements of the Terms shall not be eligible to receive any Reward Shares.

5. Reward Allocation

5.1. You shall receive the Reward Shares within 3 (three) Business Days after the successful completion of the steps described in Clause 4 above and when all prerequisites have been met. This period may be extended at our sole discretion, subject to technical or other issues.

5.2. If you are a UK resident and open both an Invest and Stocks ISA Account with us, the Reward Shares will be allocated to the account where a deposit was first made. If awarded to your Stocks ISA Account, please note that Reward Shares count towards your ISA maximum subscription limit as described in our ISA Terms.

5.3. All Participants are free to refuse any Reward Shares within 24 hours from receipt. They can do so by contacting us via the <u>Submit a request</u> section on our Website.

5.4. Participants can also cancel the Reward Shares at the time of their allocation. Participants shall not be entitled to new Reward Shares for any refused or cancelled ones. In

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case any Participant cancels the allocation of the Reward Share unintentionally, they may contact us to review the case. If we find that the cancellation was indeed unintentional, we shall remediate the situation at our sole discretion.

5.5. The monetary value of the Reward Shares is subject to a 30-day withdrawal suspension period (withdrawal of the amount will not be possible during this period), which is unique for every separate Reward Share (the "**Lock-Up**"). The Lock-Up does not affect in any way any other assets that the Participant may have. In case a Participant has sold the Reward Shares at a loss (i.e., for less than their value at the time of allocation), only the funds acquired from the sale would be subject to the Lock-Up. If a Participant has received a monetary amount under Clause 3.2, such amount shall also be subject to the Lock-Up.

6. Disqualification

6.1. You shall not be entitled to receive any Reward Shares (or may have previously awarded ones, or their monetary value, reclaimed by us) if you do any of the following:

- a. violate, manipulate or not abide by any of the Terms or our Invest/ISA Terms or any of the applicable Legal Documents agreed upon during onboarding;
- b. not log into your Account for 3 (three) consecutive months at any time after the Reward Shares have been received or sold (whichever occurs the latest);
- c. You reverse any of the steps as described above;
- d. You immediately close your Account and/or withdraw all deposited funds immediately after the Reward Shares have been allocated to you.

6.2. If we believe that you have engaged in any fraud or material abuse or are engaged in any activity that may harm our reputation, we may, at our sole discretion, take any actions we see fit in the circumstances.

7. Miscellaneous

7.1. By participating in the Promotion, you acknowledge and consent to abide by the present Terms.

7.2. Within the Promotion, the Promo Codes and/or Promo Links (respectively, the Reward Shares) may be limited to a specific amount. In such cases, the first-come-first-serve basis

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shall apply (e.g. if a specific Promotion is limited to 500 Promo Code/Promo Link uses, then the first 500 eligible clients will receive the Reward Shares).

7.3. Trading 212 reserves the right to withhold any Reward Shares for which a Participant is selected if Trading 212 is of the opinion that the spirit of the Promotion is being abused. Trading 212 will resolve any disputes, whether covered by these conditions or not, in a fair and appropriate manner, and the decision of Trading 212 regarding any dispute will be final.

7.4. Participation in the Promotion does not constitute any form of partnership, association or joint venture between the Participants and Trading 212.

7.5. Nothing in these Terms, or in any other promotional material, will be viewed as provision of investment advice, portfolio management or any other form of discretionary service. Trading 212 does not guarantee the performance of the Reward Shares.

7.6. Notwithstanding anything of the aforementioned and to the fullest extent permitted by applicable laws, in no event shall Trading 212 be liable for any unavailability and/or inoperability of the Website(s), the client account(s) and/or any technical malfunction, computer error, corruption or loss of information, or other injury, damage or disruption of any kind relating to the Promotion. The Promotion shall remain at all times under the sole control and discretion of Trading 212, who shall be the only party entitled to apply its terms and conditions and resolve any disputes that may arise as a result of its operation.

7.7. We may, at our sole discretion, suspend, terminate or change these Terms and/or the Promotion without prior notice.

7.8. These Terms are published on our Website in English, and any translation is a courtesy translation only.

7.9. We cannot provide information about another Participant's account or application status due to privacy reasons.

7.10. Each Participant is solely responsible for any tax implications of participating in the Promotion. We take no responsibility for any tax related to the Reward Shares or, if applicable, any amounts paid under these Terms.

7.11. If, for any reason (e.g. conflict of interest or insider information), a Participant is not allowed to own a specific share, the respective Participant is required to inform us prior to participating in the Promotion.

7.12. We will process the Participants' personal data in line with our Privacy Policy, which is available on our Website.

7.13. To be eligible for participation in the Promotion, a Participant must comply with these Terms and any other terms that may apply to their Trading 212 account:

- a. If a Participant is a customer of Trading 212 UK Limited, this Promotion and its Terms are governed by English law, and the courts of England and Wales have exclusive jurisdiction to determine any dispute relating to it;
- b. If a Participant is a customer of Trading 212 Markets Limited, this Promotion and its Terms are governed by Cypriot law, and the courts of Cyprus have exclusive jurisdiction to determine any dispute relating to it;
- c. If a Participant is a customer of FXFlat Bank GmbH, this Promotion and its Terms are governed by German law, and the courts of Germany have exclusive jurisdiction to determine any dispute relating to it.

7.14. Trading 212 employees, including their relatives (up to the third degree), or any other associated persons, are not eligible for participation in the Promotion.