

## TERMS AND CONDITIONS for the Active Summer 2020 Special

### 1. Objective of the Summer Special and General Provisions

1.1. These Terms and Conditions for the Active Summer 2020 Special (hereinafter referred to as the Terms and Conditions) have been outlined and approved by Gerchik & Co Ltd. (hereinafter referred to as the Company) within the Active Summer 2020 Special (hereinafter referred to as the Special) and establish the procedure for participation therein, as well as the terms and conditions for determining the winners thereof by the Company and cover all the persons specified by the Company as participants of the Special (hereinafter referred to as the Participants).

1.2. The objective of the Special is determination of the winners from among all the Participants of the Special by random sampling among the registration numbers of the Participants based on the results of the following draws:

1.2.1. When replenishing the Client's account for the amount from **\$ 500 to \$ 999** (or the equivalent of this amount in euro)

- **from July 1 to July 3, 2020**: among all the Participants who, during **June** 2020, replenished for the amount specified in clause 1.2.1 hereof, **2 (two) gyroboards costing up to \$ 200 each** will be raffled;

- **from August 3 to August 5, 2020**: among all the Participants who, during **July** 2020, replenished for the amount specified in clause 1.2.1 hereof, **2 (two) picnic sets, costing up to \$ 200 each** will be raffled;

- **from September 1 to September 3, 2020**: among all the Participants who, during **August** 2020, replenished for the amount specified in clause 1.2.1 hereof, **2 (two) home grills costing up to \$ 200 each** will be raffled.

1.2.2. When replenishing the Client's account for the amount from **\$ 1000 to \$ 9999** (or the equivalent of this amount in euro)

- **from July 1 to July 3, 2020**: among all the Participants who, during **June** 2020, replenished for the amount specified in clause 1.2.2 hereof, **2 (two) sports bikes costing up to \$ 500 each** will be raffled;

- **from August 3 to August 5, 2020**: among all the Participants who, during **July** 2020, replenished for the amount specified in clause 1.2.2 hereof, **2 (two) sports bikes costing up to \$ 500 each** will be raffled;

- **from September 1 to September 3, 2020**: among all the Participants who, during **August** 2020, replenished for the amount specified in clause 1.2.2 hereof, **2 (two) sports bikes costing up to \$ 500 each** will be raffled.

1.2.3. When replenishing the Client's account for the amount from **\$ 10,000 or more** (or the equivalent of this amount in euro)

- **from July 1 to July 3, 2020**: among all Participants who, during **June** 2020, replenished for the amount specified in clause 1.2.3 hereof, **2 (two) individual consultations by Alexander Gerchik regarding trade and/or investing** will be raffled;

- **from August 3 to August 5, 2020**: among all the Participants who, during **July** 2020, replenished for the amount specified in clause 1.2.3 hereof, **2 (two) individual consultations by Alexander Gerchik regarding trade and/or investing** will be raffled;

- **from September 1 to September 3, 2020**: among all the Participants who, during **August** 2020, replenished for the amount specified in clause 1.2.3 hereof, **2 (two) individual consultations by Alexander Gerchik regarding trade and/or investing** will be raffled.

1.2.4. Participants who have fulfilled the requirements for participation in the draws listed in clause 1.2.3 hereof will automatically participate in the draws stipulated by clauses 1.2.1 and 1.2.2 hereof.

1.2.5. **From September 1 to September 3, 2020**, an additional draw of **3 (three) smartphones costing up to \$ 1000 each** will be held among all the Participants who participated in the draws listed in clauses 1.2.1, 1.2.2, 1.2.3 hereof.

1.3. All clients of the Company, who, according to clause 1.2 hereof and the Terms and Conditions, have deposited the corresponding amount(s) into their Client's account opened with the Company by means of one or more deposit transactions during the period preceding the draw and have fulfilled other requirements hereof, including the requirements of clause 1.6 hereof, automatically become the Participants in the Special.

1.4. Each Participant of the Special is assigned one or more registration numbers of the Participant of the draws within the Special, depending on the number of the carried out transactions, provided that the amount of each such transaction meets the requirements of clause 1.2 hereof. In relation to all Participants of the Special, it is possible to repeatedly participate in the draws held by the Company, listed in clause 1.2 hereof, if such Participants comply with the relevant conditions of each draw.

1.5. All the registration numbers of the Participants, including those who have already participated and/or won in previous draws, shall participate in the draw defined in clause 1.2.5 hereof.

1.6. Only those Participants (their registration numbers) are allowed to the draws, who, during the calendar month preceding the corresponding draw, have fulfilled one or more of the following conditions:

- completed at least 3 (three) trading operations in the Company's information and trading system;
- made one investment transaction;
- created a TIMA-account, credited the Manager's Share and completed at least 2 (two) trading operations.

## **2. Procedure for Holding the Special**

2.1. The Company defines the following period for the Special: from 00:00 Company's server time on 01.06.2020 till 23:59 Company's server time on 31.08.2020.

2.2. The Company reserves the right to change the prizes stated in clause 1.2 hereof and their cost at its own discretion.

2.3. The winner is entitled to refuse from receiving the prize by notifying the Company thereof within the period specified in clause 2.4 hereof. In such a case, the Company is entitled to credit the cost of the

prize to the Client's Account of the winner of the draw within 10 (ten) business days following the day of such notification.

2.4. The winners of the draws within 10 (ten) business days following the holding of the draw, upon agreeing with the Company, are entitled to independently choose prizes in online stores that will be paid and delivered at the expense of the Company to the addresses specified by the winners. In such a case, the Company is not responsible for the terms and order of delivery, which are determined by online stores.

### **3. Winner Determination Procedure**

3.1. Determination of the winners from the total number of the Participants of the Special shall be carried out in accordance with the procedure defined herein. Video recordings of the winner determination process within the framework of the Special will be published on the official website of the Company.

3.2. The results of prize drawing according to this Special with specification of the winning registration number under the Special will be published at the official website of the Company. The winners of the Special are additionally notified by the Company by sending a notification to the e-mail address specified whilst registering at the official website of the Company.

3.3. In case of agreement between the winner of the Special and the Company, if there is such an opportunity, the Company may credit the equivalent of the cost of the prize to the Client's account of such winner. If the winner of the Special wishes to receive an amount equivalent to the cost of the prize to the Client's account, it is necessary to send a corresponding request to the Company's e-mail.

3.4. All winners of this Special express their full consent with the publication of their full names at the official website of the Company.

### **4. Final Provisions**

4.1. The Company has the right to introduce any amendments and/or modifications hereto at its own discretion. The said amendments and/or modifications become effective from the moment of their publication as an updated version hereof. As a result of this, all Participants of the Special are deemed duly notified by the Company from the moment of introduction of the above-mentioned amendments and/or modifications hereto.

4.2. The Company has the right to revoke the Participant's status in case of violation of the provisions contained herein by the Participant in question and/or his/her other improper acts during the effective period of the Special or after holding of any draw. In case of such a decision, the Company has the right not to notify the Participant thereof without explaining the reasons being the result of this decision.

4.3. In case of occurrence of the situations associated with the need to send notifications related to the Special and/or the participation process, the Participants shall have the right to contact the Company at [support@gerchikco.com](mailto:support@gerchikco.com)

4.4. All words and expressions used herein shall be interpreted according to their meaning established in the Client Agreement of the Company:

[https://gerchikco.com/docs/information/Customer\\_agreement.pdf](https://gerchikco.com/docs/information/Customer_agreement.pdf) .

4.5. Participants of the Special acknowledge these Terms and Conditions as the only official document governing the Special and undertake to abide by them.

4.6. These Terms and Conditions are published on the official website of the Company <https://gerchikco.com/en/contests> and are publicly accessible. Each Participant of the Special is deemed to be fully aware hereof and cannot declare otherwise in the process of participation in the Special. In case of disagreement with these Terms and Conditions and unwillingness to participate in the Special, the Participant shall send a relevant refusal to the Company, whereupon the Company adopts a decision to revoke the Participant's status and the right to participate in the Special.