

## **TERMS AND CONDITIONS**

### **for the promotion “Space benefit with Gerchik & Co”**

### **(hereinafter referred to as the “Terms”)**

#### **1. General conditions of the Promotion**

1.1. These Terms have been drawn up and approved by Gerchik & Co Ltd. (hereinafter referred to as the “Company”) within the framework of the corresponding promotion “Space benefit with Gerchik & Co” (hereinafter referred to as the “Promotion”) and establish the procedure/conditions for participation in the Promotion and apply to all persons who are determined by the Company as participants of the Promotion (hereinafter referred to as “Participants”).

1.2. Participants, who, during the period **from 00:00 by the time of the Company’s server on 12.04.2021 to 23:59 by the time of the Company’s server on 30.04.2021** (hereinafter referred to as the “Promotion Period”), have completed the replenishment of their Client account with the Company in **one transaction** for the amount specified in clause 1.3. of these Terms, take part in the Promotion and the drawing specified in clause 1.4. of these Terms.

1.3. Subject to the replenishment of the Client account with the Company during the Promotion Period in the amount:

a) **from 800 to 999 US dollars or an equivalent amount in euros, the Promotion Participants are guaranteed to get access to the Risk Manager service and the “Reboot from Gerchik. Comfort” training course** (*access to this course before/after the Promotion Period is possible if the Client account is replenished for the amount from \$1000 or an equivalent amount in euros*);

b) **from 1000 to 1999 US dollars or an equivalent amount in euros, the Promotion Participants are guaranteed to get access to the Risk Manager service, the “Reboot from Gerchik. Comfort” training course, as well as the Real Market Volume extended license** (*access to this offer before/after the Promotion Period is possible if the Client account is replenished for the amount from \$2000 or an equivalent amount in euros*);

c) **from 2000 US dollars or an equivalent amount in euros, the Promotion Participants are guaranteed to get access to the Risk Manager service, the “Reboot from Gerchik. Comfort” training course, the Real Market Volume extended license, as well as 2 (two) months of the practical training course “After-hours club” with mentor Viktor Makeev** (*access to this offer before/after the Period is possible if the Client account is replenished for the amount from \$5000 or an equivalent amount in euros*);

1.4. An additional purpose of this Promotion is **to determine, in the drawing procedure, 2 (two) registration numbers of the Promotion Participants** by random sampling among all the registration numbers of the Participants taking part in the Promotion. The winners of the Promotion are the Participants whose registration numbers were determined during the above drawing.

1.5. In accordance with clause 1.4. of these Terms, the Participants, who have fulfilled clause 1.3. of these Terms, as well as the Participants who, during the Promotion Period, have completed the replenishment of the Client account in **one transaction for over 500 US dollars or an equivalent amount in euros**, take part in the drawing.

1.6. Among the Participants listed in clause 1.5. of these Terms, **2 (two) deposits in the amount of 500 (five hundred) US dollars each will be raffled as prizes**, which the Company undertakes to credit to the Client accounts of the Promotion winners.

1.7. Subject to the fulfillment of the requirements of clause 1.3. of these Terms, each Promotion Participant is assigned one registration number of the Promotion Participant. Promotion Participants, who have completed the replenishment of the Client account in one transaction for over 500 US dollars or an equivalent amount in euros during the Promotion Period, are assigned one registration number of the Participants upon the fact of each transaction. The amount of registration numbers of the Participants, in this case, is not limited.

1.8. The prize fund of this Promotion is formed exclusively at the expense of the Company's funds.

## **2. The procedure for determining the winners of the Promotion and the conditions for calculating prize amounts**

2.1. Determination of the winners from the total number of the Promotion Participants to accrue the prize amounts specified in clause 1.6. of these Terms will take place within 5 (five) business days following the Promotion Period. The video recording of the drawing will be published on the official website of the Company.

2.2. The results of the drawing of prize amounts in accordance with this Promotion, indicating the winning registration numbers for the Promotion, will be published on the official website of the Company. The Winners of the Promotion are additionally notified by the Company by means of a notification sent by e-mail, which is indicated during registration on the official website of the Company, and/or in any other way at the discretion of the Company.

2.3. Prize amounts are credited to the winners of the drawing within 5 (five) business days following the day of the drawing, to their Client accounts with the Company without restrictions related to subsequent withdrawal.

2.4. All winners of this Promotion express their full consent with the publication of their name, patronymic, and surname on the official website of the Company.

## **3. Other conditions**

3.1. All trainings and training courses are conducted for the personal use of training and other materials by the Participant. It is forbidden to transfer access to trainings/training courses to third parties for their joint use, to illegally record/copy and distribute training courses/training materials without the special permission of the Company. The Company reserves the right to deprive any Participants of the right to participate in trainings/training courses in case of violation of this condition. Information provided as part of trainings/training courses is intellectual property and is subject to protection in accordance with the applicable law. Dissemination of information obtained during trainings/training courses for commercial or non-commercial purposes is unacceptable.

3.2. The Participant is prohibited from distributing (publishing, posting on Internet websites, copying, transferring, or reselling to third parties) for commercial or non-commercial purposes the information and

materials provided within the trainings/training courses, as well as create information products on its basis, as well as use this information in any way other than for personal use.

3.3. The Participant of trainings/training courses is prohibited from recording the training or organizing parallel broadcasts without the special written permission of the Company. Otherwise, the Company has the right to demand compensation for losses in the amount of the cost of organizing this Promotion.

3.4. In order to fully participate in the training/training course, the Participant is obliged to ensure on his side the uninterrupted operation of the Internet channel, equipment, and software during the training period. The Company is not responsible for the inability of the Participant to participate in the training for reasons related to the disruption of the Internet channel, equipment, or software on the Participant's side.

3.5. The Participant does not have the right to make claims to the Company and/or any of the training/training course leaders related to the inability to participate in the training/training course for technical reasons, including if such problems arose on the side of the Company or the persons leading the training/training course.

3.6. The Participant hereby acknowledges that within the framework of the training/training course, the Company cooperates with third parties involved in the training/training course as leaders. In this case, the Company does not bear any responsibility for the training materials used during the training/training course, as well as for any negative trading result of the Participant, who, in turn, acknowledges that his participation in this training/training course does not guarantee receiving profit from trading and/or investment operations. In any case, the Company is not responsible for how the Participant used the information received during the training/training course and any results of its use.

3.7. Replenishment of the Client account in accordance with clause 1.3. of these Terms, under no circumstances can be considered a payment for participation in the training and/or payment for access to certain training materials and/or software products. The Company organizes the above trainings/training courses at its own expense to improve the qualifications of traders and reward clients for cooperation with the Company.

3.8. The Company has the right to make any changes and/or additions to these Terms at its sole discretion. Such changes and/or additions come into force from the moment of their publication in the form of an updated version of these Terms, as a result of which, all Promotion Participants are considered duly notified by the Company from the moment the above changes and/or additions with respect to these Terms are made.

3.9. The Company has the right to deprive any Promotion Participant of the "Participant" status in case of violation by such a Participant of these Terms and/or other incorrect actions on his part during the Promotion and/or during trainings/training courses. If such a decision is made, the Company has the right not to notify the Participant about the decision taken and not to explain the reasons that led to this decision.

3.10. In the event of any reasons related to the need to send requests affecting this Promotion and/or the process of participation in this Promotion, Participants have the opportunity to contact the Company at the following e-mail address: [support@gerchik.co](mailto:support@gerchik.co).

3.11. All terms and definitions used in these Terms are interpreted in accordance with the meaning set forth in the Company's Client Agreement:

[https://gerchik.co/docs/information/Customer\\_agreement.pdf](https://gerchik.co/docs/information/Customer_agreement.pdf).

3.12. Promotion Participants acknowledge these Terms as the only official document governing the Promotion and undertake to follow these Terms.

3.13. These Terms are published on the official website of the Company at: \_\_\_\_\_ and are in the public domain. Each Promotion Participant is considered to be fully aware of these Terms and cannot declare the opposite in the process of participating in the Promotion.