

Terms and conditions

Deriv trading tournaments

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Deriv trading tournaments

1. Introduction

- 1.1. A Deriv trading tournament ("Tournament") is organised by Deriv.com Limited ("Deriv" or "We").
- 1.2. The Tournament is governed by these terms and conditions ("**Terms and Conditions**"), including any updates made by Deriv.
- 1.3. By registering for this Tournament, you confirm that you have read, understood, and accepted the Terms and Conditions. The term "you" refers to you, the "Participant". These Terms and Conditions govern your participation in the Tournament.
- 1.4. This agreement is in consideration of the rights and obligations outlined in these Terms and Conditions, as well as other good and valuable considerations. Both parties expressly acknowledge the receipt and sufficiency of these considerations.
- 1.5. You agree to follow any additional terms, policies, or guidelines that we may share with you about the Tournament. If we provide you with any additional terms, policies, or guidelines that you cannot follow, you must withdraw from the Tournament as explained in Clause 7.

2. Eligibility

- 2.1. Participation in the Tournament is free but requires registration and meeting the following conditions:
 - 2.1.1. All Participants must be at least 18 years old.
 - 2.1.2. Deriv employees are not eligible to participate
 - 2.1.3. Each participant is allowed only one entry per competition. Multiple accounts will result in disqualification.
 - 2.1.4. Due to legal and regulatory restrictions and our internal policies, the Tournament is only provided to residents of certain countries. We may change this list of countries from time to time.
 - 2.1.5. Participants must register through the official tournament portal (<u>contest.deriv.com</u>). Any changes to the registration process will be communicated in advance.
 - 2.1.6. If your registration is successful, you will receive a confirmation email within 14 business days.
 - 2.1.7. We reserve the right to reject your application to participate in the Tournament for any reason whatsoever at our sole and absolute discretion.
 - 2.1.8. Advertising and promotion agents, as well as vendors, who are directly involved in the Tournament are not eligible to participate.

- 2.1.9. Late entries are permitted only up to the halfway point of the Tournament. After that, no late entries will be accepted.
- 2.1.10. You must provide accurate information during registration. Providing any false or misleading details will lead to disqualification from the Tournament in its entirety.
- 2.1.11. If an entry fee is introduced in the future, it will be clearly stated and will be non-refundable.

3. Code of conduct

- 3.1. You must maintain a professional and respectful attitude at all times. We will not tolerate hate speech, harassment, or any form of discrimination.
- 3.2. You agree not to engage in any activities that could potentially harm our reputation or goodwill.
- 3.3. You must comply with all applicable local, state, and federal/national laws.
- 3.4. We reserve the right, without any liability, to refuse admission or remove you from the Tournament if we consider you to present a security risk or a disruption to the smooth running of the Tournament.
- 3.5. We reserve the right to request your proof of identity for identity verification purposes before allowing you to participate in the Tournament.
- 3.6. If you violate this code of conduct, you may be disqualified.

4. Tournament rules

4.1. Trading Rules

- 4.1.1. You acknowledge that all trading in this Tournament is conducted using virtual funds and that participation does not involve real money. You further acknowledge that trading with real money carries significant risk, as outlined in our <u>Risk Disclosure</u>. Performance in this Tournament does not represent or guarantee similar results in real-money trading.
- 4.1.2. The initial demo balance for all participants is 10,000 virtual USD (\$) per participant.
- 4.1.3. The instruments that will be eligible for the Tournament will be Forex majors (e.g., EUR/USD), Synthetic Indices (e.g., Volatility 75 Index), or region-specific assets.
- 4.1.4. Lot sizes, leverage limits, and trading hours must follow the specific rules set for each Tournament.
- 4.1.5. To qualify for any prize, you must place at least one trade during the Tournament.

4.2. Scoring and leaderboard

- 4.2.1. Participants are ranked based on their demo account balance at the end of the Tournament.
- 4.2.2. In case of a tie, the participant who reached the final balance first will rank higher.
- 4.2.3. The leaderboard is updated regularly, but occasional technical delays may occur.

4.3. Prohibited activities

- 4.3.1. Any form of collusion, fraud, or market manipulation will result in disqualification and may result in a permanent ban.
- 4.3.2. Participating with multiple accounts is strictly prohibited.
- 4.3.3. Strategies designed to intentionally lose trades will lead to disqualification.
- 4.3.4. Unless otherwise stated, included as a trading rule or made available for use, the usage of bots i.e. Expert Advisors, is strictly prohibited.

4.4. Tournament prizes

- 4.4.1. Prize details will be announced before each Tournament.
- 4.4.2. Winners will be notified by email within 48 hours after the Tournament ends.
- 4.4.3. To receive a prize, you must have a fully verified Deriv account.
- 4.4.4. The prize will be credited to the winner's Deriv account.
- 4.4.5. Any taxes owed on the winnings are the winner's sole responsibility.
- 4.4.6. We may review the winners' trades for manipulation before confirming prize distribution.
- 4.4.7. Winners must claim their prizes within 30 days of being notified. Prizes that remain unclaimed after this period will be forfeited.

5. Privacy

- 5.1. By joining this Tournament, you agree that Deriv may collect, use, and process your personal data for:
 - 5.1.1. Running the Tournament; and
 - 5.1.2. Marketing and promotional activities including, but not limited to, any form of marketing and advertising activities such as posting photos, ranking and trading performance on the Deriv contest website and social media accounts.
- 5.2. By taking part in the Tournament, you agree to follow all Terms and Conditions at all times.

6. Cancellation and postponement

- 6.1. We reserve the right to terminate your participation in this tournament immediately, without notice, in the event of a significant breach of these Terms and Conditions on your part.
- 6.2. We also reserve the right to cancel the Tournament and/or update these Terms and Conditions at any time, without notice, due to suspected or actual legal or regulatory breaches or any event beyond our control.
- 6.3. We are not liable for any loss or damage direct or indirect caused by the postponement or cancellation of the Tournament.

7. Liability

- 7.1. These Terms and Conditions do not limit or exclude our liability for any matters where limitation or exclusion is not permitted by applicable law.
- 7.2. It's your responsibility to stay informed about any changes to these Terms and Conditions.
- 7.3. As outlined in Clause 7.1, we are not liable to you, whether the liability arises from contract, tort, or any other form (including negligence), for any loss or damage. This includes losses or damages that are directly or indirectly related to this Tournament, such as: a) loss of business, revenue, profits, or anticipated savings; b) wasted expenditure, corruption, or destruction of data; c) loss of goodwill or reputation; and d) any indirect or consequential loss.
- 7.4. We make no warranty or representation of any kind, including but not limited to the following:
 - 7.4.1. The continuous, uninterrupted, and error-free operation of the Tournament;
 - 7.4.2. The accuracy of the information or statements provided herein;
 - 7.4.3. Protection against any actual, direct, incidental or consequential loss, destruction, damage, corruption, attack, interference, hacking, or other security intrusions whatsoever; or
 - 7.4.4. The security and freedom from any computer viruses or other contaminating or harmful properties.
- 7.5. You are responsible for taking appropriate measures to protect your data and/or software located on your laptop/equipment against any violation. We shall not be held responsible for any infection by potential viruses on your equipment or the intrusion of a third party on your system.
- 7.6. We shall not be held responsible if, for any reason, data and information related to your registration do not reach us or are illegible or impossible to process.
- 7.7. We reserve the right to exclude or disqualify any Participant who disrupts the Tournament's smooth running. We reserve the right to use any resources, including legal action, against anyone suspected of cheating, falsifying, or disrupting the process described in the Terms and Conditions, or suspected of attempting to accomplish/carry out such actions. If we suspect or have reason to suspect a Participant has disrupted the Tournament in any way, the Participant will be deprived of the right to participate or obtain any prize and no claim will be accepted or entertained.
- 7.8. We shall not be liable to perform any of our obligations under the Tournament where we are unable to do so as a result of unforeseen circumstances or circumstances beyond our reasonable control. We shall not be liable to compensate you in such circumstances.
- 7.9. We shall not be held responsible for any technical disruption, such as weak internet connection, that could affect the result of the Tournament.
- 7.10. We shall not be held liable for disruptions caused by extreme market volatility or regulatory changes.
- 7.11. You agree to indemnify and hold us harmless from any losses, claims, damages, costs, expenses, or liabilities including consequential losses, loss of profit, and reasonable legal fees that may arise from your participation in the Tournament or any breach of these Terms and Conditions. This includes:
 - 7.11.1. Any claim you make against us for minor or major injuries, or illnesses (such as Covid-19), related to physical activities during the Tournament;

- 7.11.2. Any claim made by others (e.g. your spouse or dependents) if your belongings are damaged, or if you are injured, go missing, or pass away during the Tournament;
- 7.11.3. Any costs, claims, damages, liabilities, or expenses (including any professional fees) due to a breach by you of your warranties, representations, or obligations under these Terms and Conditions;
- 7.11.4. Any costs, taxes, or expenses related to accepting or using any Tournament prizes.
- 7.12. If any clause in the Terms and Conditions becomes void or unenforceable in whole or in part, the rest of the Terms and Conditions shall remain in full force and effect. The affected clause(s) shall be modified to achieve the intentions of the Terms and Conditions as much as possible.
- 7.13. Any dispute or misrepresentation related to these Terms and Conditions shall be resolved by us. Our decision is final and binding.
- 7.14. Any decision we make regarding the Tournament is final and binding.

8. Governing law and jurisdiction

- 8.1. These Terms and Conditions, along with any disputes that may arise from, in connection with, or relating to the interpretation of these Terms and Conditions (including non-contractual disputes), will be governed by the laws of St. Vincent and the Grenadines.
- 8.2. Both parties involved in these Terms and Conditions consent to the exclusive jurisdiction of the courts located in St. Vincent and the Grenadines.
- 8.3. If a court or administrative body of competent jurisdiction finds any provision of these Terms and Conditions to be invalid or unenforceable, such a finding will not impact the validity or enforceability of the remaining provisions of these Terms and Conditions, which will continue to be in full force and effect.

9. Miscellaneous

- 9.1. We reserve the absolute right to amend the mechanics of the Tournament and/or these Terms and Conditions from time to time. Prior notice will be given through this website and/or any other communication channel that we consider appropriate.
- 9.2. Any notice or communication that needs to be given under these Terms and Conditions must be in writing and sent by email. It will be considered delivered and received on the next business day "Business Day", which refers to any day other than a weekend or public holiday in St. Vincent and the Grenadines. If the notice is sent on a day that is not a Business Day, it will be considered received on the following Business Day.
- 9.3. You acknowledge that you are independent of us and that your agreement to these Terms and Conditions does not establish any form of partnership, joint venture, agency, franchise, sales representation, fiduciary, or employment relationship between you and us. You do not have the authority to make or accept any offers or representations on our behalf. You will avoid making any statements, whether on your website or elsewhere, that may implicitly or explicitly contradict anything outlined in this clause.
- 9.4. You understand that the relationship between you and us is not exclusive. We reserve the right to establish similar relationships with any other third parties without any limitations.

- 9.5. We reserve the right to transfer any or all of our rights under these Terms and Conditions to a third party.
- 9.6. Without our prior written consent, you are not permitted to transfer any or all of your rights under the Terms and Conditions to a third party.
- 9.7. If we do not immediately insist on the performance of any of your obligations under these Terms and Conditions, or if we delay in enforcing our rights against you, this does not imply that we have waived our rights. You are still required to comply with your obligations. Any waiver of a default on your part will only be valid if it is in writing from us, and it does not mean that we will automatically waive any subsequent default by you.
- 9.8. If these Terms and Conditions are translated into another language and there is a discrepancy between the English version and the translated version, the English version will take precedence.

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