

## **GSTOCKS GAME**

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## 1. INTRODUCTION

- 1.1 EasyEquities, in partnership with G-Xchange, Inc. (GXl or “GCash”), is running a monthly competition for all approved and verified GCash users who register for a GStocks Game demo account with EasyEquities via GXl’s mobile application (“the GCash app”) during the Competition Period (defined below) in accordance with and subject to the terms and conditions set out below (“**GStocks Game**”).
- 1.2 The GStocks Game is a fantasy investing game aimed at allowing you to practice investing in USD stocks on the EasyEquities Platform in a simulated investment environment without using real money. The GStocks Game allows you the opportunity to win prizes, each month, based on the performance of your demo investment portfolio, subject to the terms and conditions set out below.
- 1.3 The GStocks Game is subject to the terms and conditions set out below and, is subject to and must be read together with, the EasyEquities Terms and Conditions which are attached hereto as Annex A.
- 1.4 **The clauses in these terms and conditions that require your careful consideration are in bold font. You acknowledge that you have read and appreciated the importance of these terms, especially the terms and clauses in bold font.**
- 1.5 Capitalised terms used but not defined herein will have the same meaning as in the EasyEquities Terms and Conditions attached hereto as Annex A.
- 1.6 **By registering for a GStocks Game demo account with EasyEquities, you agree to be bound by these terms and conditions. It is your responsibility to ensure that you are permitted to enter the GStocks Game and receive the competition prizes under the rules and laws of the jurisdiction in which you are resident.**

## 2. GSTOCKS GAME MECHANICS

- 2.1 The GStocks Game will run from Monday to Friday EST (Eastern Standard Time) time from the Competition start date (set out below) to the Competition end date (set out below).
- 2.2 Each participant will start each month with USD\$10,000.00 (ten thousand United States dollars) of virtual funds (not legal tender, non-convertible to cash) in their GStocks Game demo account to use exclusively for the GStocks Game, which simulates investing on the EasyEquities Platform. **You agree that you will not perform any action on the EasyEquities Platform or otherwise that results in more than USD\$10,000.00 (ten thousand United States dollars) of virtual funds being deposited into your GStocks Game demo account each month. EasyEquities reserves the right to, immediately and without notice, (i) remove any additional virtual funds deposited into your GStocks Game demo account, either erroneously as a result of a system error or intentionally or negligently as a result of your conduct (ii) reverse any Orders placed and/or Trades executed with any additional virtual funds deposited into your GStocks Game demo account and (iii) adjust the leader board to correct all incorrect leader board positions as a result of any Orders placed and/or Trades executed with any additional virtual funds deposited into your GStocks Game demo account.**
- 2.3 The GStocks Game will reset each calendar month. This means that the value of your GStocks Game demo account will be set to zero (0), and all the holdings in your GStocks Game demo account will be removed at 12am Philippine time (PHT) on the first Monday of each calendar month.
- 2.4 Each month there will be prizes for the 15 (fifteen) (or more, in the case of a draw) participants who have the highest net asset value in their GStocks Game demo account by the close of the US stock market on the last Friday of every game month ranking from 1<sup>st</sup> to 15<sup>th</sup> place in descending order, as set out in the paragraph 5 below.
- 2.5 Participants can view their ranking for each game month on the leader board on the EasyEquities Platform at any time during the GStocks Game. The leader board will be reset each month on the Sunday immediately preceding that game month.

## 3. HOW TO QUALIFY FOR THE GSTOCKS GAME

- 3.1 In order to be entered into the GStocks Game for the month, during the Competition Period (defined below) you must:

- (1) be 18 (eighteen) years of age or older;
- (2) be an approved and verified GCash user who is not a US Person;
- (3) have an activated EasyEquities demo account that has been approved for Trading by EasyEquities in accordance with the EasyEquities Terms and Conditions; and
- (4) place at least 1 (one) Trade or Order before the US market closes on Friday (EST) or Saturday (PHT) of each game month.

#### 4. **COMPETITION PERIOD**

4.1 Subject to clause 4.2 below, the GStocks Game will run from 02 October 2023 (start date) to 27 October 2023 (end date) (“**Competition Period**”). Awarding of the winners for the game month (27 October 2023) will happen until 7 November 2023.

4.2 Notwithstanding clause 4.1, EasyEquities may reduce or extend the Competition Period in its sole and absolute discretion. You will be notified of same in accordance with clause 6.2.

#### 5. **WINNER SELECTION AND PRIZES**

5.1 Each month, each participant who meets the requirements set out in clause 3.1 above will stand a chance to win one of the 15 (fifteen) prizes available monthly for the 15 (fifteen) or more (in the case of a draw) participants who have the highest net asset value in their GStocks Game demo account by the close of US stock market on the last Friday of every game month, ranking from 1st to 15th place in descending order and as determined by the leader board on the EasyEquities Platform.

5.2 Based on their ranking, the winners will each win the corresponding prize money below, which will be deposited into their GCash account in accordance with their placement on the leader board on the EasyEquities Platform:

1st place	P20,000.00
2nd place	P7,500.00
3rd place	P5,000.00
4th place	P4,000.00
5th place	P3,500.00
6th place	P3,000.00
7th place	P2,500.00
8th place	P2,000.00
9th place	P1,500.00
10th place - 15th place	P1,000.00

5.3 If one or more winners have the same net asset value in their GStocks Game demo account at the close of the US stock market on the last Friday of the applicable game month, in other words, there is a draw, the applicable prize will be shared equally between each winner.

5.4 Each winner must be able to receive emails and/or telephone calls and/or social media messages and/or text messages from EasyEquities. Each winner will be notified via email and/or telephone call and/or social media message and/or text message of their win and associated prize by no later than the next Friday following the end of that game month.

- 5.5 Each winner will win their prize money deposited by GCash into his or her GCash account by no later than the next Friday following the end of that game month. EasyEquities will not be liable for any losses incurred by a winner as result of the non-payment by GCash within the time period stipulated above provided that EasyEquities is not negligent or at fault. Seeding of prize money should only be limited to accounts which are still valid. GXI and EE shall not be liable if the account has been blocked, suspended, or terminated at the time of seeding.
- 5.6 EasyEquities and GXI are not responsible for any inaccurate Prize details supplied to any person by any third party who is not an authorized representative of EasyEquities and connected with the GStocks Game.
- 5.7 The prizes are not transferable, and not convertible to cash.
- 5.8 **Notwithstanding the provisions of any of the clause in this document, if a winner has or is suspected to have conducted fraudulent behaviour in his/her GCash account or in the GStocks Game, we reserve the right to withdraw the prize from the winner and select a replacement winner, in addition to all the other remedies available of EasyEquities and GXI. EasyEquities has the sole discretion to determine what it deems as fraudulent behaviour and such determination by EasyEquities of what it deems as fraudulent behaviour is final and binding.**
6. **BADGES**
- 6.1 EasyEquities may from time to time issue you with virtual badges in the GCash Game for certain behaviours which you display during the GStocks Game in its sole and absolute discretion.
7. **CLANS**
- 7.1 EasyEquities may from time to time allow you to create a clan(s) which is a group of other users participating in the GStocks Game which you invite to compete within a closed group. Please note that no prizes are awarded to clans.
8. **GENERAL**
- 8.1 **Notwithstanding any clause in this document, we reserve the right to refuse participation by any person or remove from participation any person in the GStocks Game in our sole and absolute discretion.**
- 8.2 **By entering the GStocks Game, you authorize EasyEquities to publish your full name and surname which you registered your EasyEquities demo account with on the leader board for the duration of the Competition Period. You acknowledge and agree that your full name and surname will be available for all other GStocks Game participants to view on the leader board.**
- 8.3 There is no entry fee to enter the GStocks Game.
- 8.4 **We may, at any time and in our sole discretion, amend these terms and conditions.** The amendment will be effected by publishing the new version of these terms and conditions on our website and will apply to the GStocks Game on the date of publication on our website. **You acknowledge that by continuing to participate in the GStocks Game, you agree to be bound by any new version of these terms and conditions and any updates to the EasyEquities Terms and Conditions.**
- 8.5 The winner agrees to the use of his/her name and image in any publicity material and has the right to decline the use of his/her image in our marketing material by notifying us in writing within twenty-four 24 hours after being notified that he or she has won the Prize. Any personal data relating to the winner or any other entrants will be used solely in accordance with applicable data protection legislation(s) and will not be disclosed to a third party without the winner's or entrant's prior consent.
- 8.6 This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook, Twitter or any other social network. You are providing your information to EasyEquities and GCash and not to any other party. The information provided will be used in conjunction with the EasyEquities' Privacy Notice.
- 8.7 Notwithstanding anything to the contrary, under no circumstances shall EasyEquities, GXI, and an entrant be liable to one another hereunder for any direct, indirect, incidental, special or consequential damages and/or losses arising out of or in connection with the GStocks Game. You agree and acknowledge that all investment decisions are your own and made at

your own risk, and EasyEquities and GXI will not be liable for any direct, indirect, incidental, special or consequential losses or damages arising out of or in connection with your investment decisions.

- 8.8 The above indemnity will not extend to any loss, expense or damage which arises as a result of the gross misconduct or gross negligence of EasyEquities or any director, employee or officer of EasyEquities.
- 8.9 If any clause of these terms and conditions is illegal or unenforceable, that particular clause may be cancelled, and the remaining clauses of these terms and conditions will still operate.
- 8.10 **You acknowledge and agree that the copyrights, trademarks, service marks and all other intellectual property or other rights to any information distributed to or received by you whether sent by us or on our behalf, by any means (including but not limited to by internet electronic communication or mobile phone), together with any advertising media, website or other material connected to EasyEquities, GXI, and the GStocks Game, will remain our sole and exclusive property.** You will not permit or facilitate, and will take steps to prevent any sale, re-distribution, dissemination, re-publication or re-display of the information referred to in this clause 8.9, however received, to any third party.
- 8.11 Notwithstanding any provision of these terms and conditions, a winner may not be a director, member, partner, employee, agent or consultant of or any other person who directly or indirectly controls or is controlled by EasyEquities or marketing service providers in respect of the GStocks Game, or the spouses, life partners, business partners or immediate family members. In the event that the winner is any of the aforementioned persons, EasyEquities reserves the right to draw a select winner until such winner is not any of the aforementioned persons.
- 8.12 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day.
- 8.13 **You warrant and represent to us that you will participate in the GStocks Game in good faith and you will not perform any act/s, whether intentionally or negligently to defraud or cause any direct or indirect loss, harm or damage to EasyEquities and GXI or any of our other clients or game participants. If at any time you are in breach of this warranty, you will be liable to us for any direct or indirect loss or damage which we suffer. We will be entitled, in our absolute discretion and for as long as the breach is not remedied to immediately and without notice, suspend your participation in the GStocks Game and/or close any Order placed and/or Trade you have open.**
- 8.14 **Should you suffer any loss or damages due to a bug or system error on the EasyEquities Platform that materially affects the GStocks Game, you warrant and represent to us that you will not attempt to pursue a claim of any nature or kind against us on the basis of the aforementioned error. It shall be at our sole and absolute discretion to provide you with proof of any bugs or system errors should it be necessary.**