

GERMANY

PROMO TERMS:

This prizes draw (“**Promo**”) is limited as stated in these Promo Terms and only available to a Participant in the Promo Period who agrees to these Promo Terms and meets eligibility criteria as stated herein.

This Promo is not guaranteed. This Promo is offered entirely at the sole discretion of FINOM and can be revoked or changed any time.

THIS PROMO BECOMES AUTOMATICALLY NULL AND VOID TO PARTICIPANTS who act unlawfully or breach these Promo Terms or FINOM Terms and Conditions.

FINOM: PNL Fintech B.V., the company registered at Jachthavenweg 109 H, 1081 KM Amsterdam, the Netherlands.

Participant: All the below eligibility conditions must be met in order to qualify as the “*Participant*”:

- a FINOM User, ***which is a legal entity*** (“*juristische person*”) registered in the German Commercial Register of the local court (“*Unternehmensregister*”) as a commercial business (“*Firma*”) at the date of the Promo. A commercial business may take the form of a general partnership (“*Offene Han-dels-gesellschaft*”), a limited partnership (“*Kommanditgesellschaft*”), a limited liability company (“*The Gesellschaft mit beschränkter Haftung*”), joint-stock company (“*Aktiengesellchaft*”), and limited partnership on shares (“*Kommanditgesellschaft auf Aktien*”);
- a FINOM User, who is interested in FINOM products, services, offers, promos and would like to receive more information about FINOM;
- **a FINOM User who would like to participate in this Promo and, therefore, completes and submits in the Promo Period the registration form, applies for FINOM payment services, successfully opens FINOM Business Account and then tops it up (deposits) with at least 5 (five) EURO,**
- consents to processing of private data (*to the extent applicable*) by FINOM for the purposes of this Promo and announcement and display of Promo Participants-winners in social media;
- agrees and acts in accordance with these Promo Terms and FINOM Terms and Conditions, and
- always acts lawfully.

Successful opening of FINOM Business Account: activation of FINOM Business Account for banking. FINOM Business Account enables your access to FINOM payment services, not guaranteed and subject to availability and eligibility requirements as stated in the FINOM Terms and Conditions.

Promo Period: from 22 November to and including 22 December 2021 23:59 CET.

Promo Rewards: upon meeting of all the eligibility criteria (see “*Participant*”) and Promo Conditions, as stated hereto, all the Participants will be entered into a prize draw in the Promo Period. Each Participant will get **one** of the following prizes: Iphone 13 pro 256 **or** 13 inch MacBook Air **or** a cashback of 3% according to FINOM cashback programme. One prize is per one each Participant.

Issuance of prizes is communicated to Participant at/via Participant’s dashboard at user’s account with FINOM.

Promo transferability: offerings of this Promo are only available to Participant and cannot be shared with or transferred to any other person.

Promo Conditions: All these Promo Conditions must be met.

1. Participant is eligible because it met criteria of the “*Participant*” as stated herein;
2. All prizes are provided “*as is*”, meaning that FINOM is not responsible and not liable for their condition, fit, warranty, quality, characteristics, maintenance, repairs and damage which may be caused by use of any prizes;
3. Prizes are limited to one per Participant and not exchangeable or transferable;
4. Participant is responsible for payment of all the taxes if such are due for acquisition of prizes;
5. FINOM may process Participants’ private data for the purposes of this Promo, including to announce names of this Promo Participants-winners in social media;
6. Participant shall notify FINOM in writing to privacy@finom.co if he/she wishes to withdraw consent to process his/her personal data as stated in this Promo Terms;
7. The Participant does not and shall not:
 - resell, barter, trade, auction prizes or otherwise generate income by speculating on prizes or benefits of the prizes;
 - violate any intellectual property rights;
 - violate any law;
 - spam or otherwise create bulk distributions and enrolments that are inappropriate, fake or unlawful;
 - submit fake or untruthful information;
 - collect or attempt to collect personal data about users or other Participants;
 - transmit files that contain bots, viruses, worms, Trojan horses, or any other file that could contaminate or otherwise destroy FINOM intellectual property or stop the function of the FINOM services;
 - attempt to gain unauthorized access to Promo, prizes, manipulate prize draws, rewards, Participants’ accounts, computer systems, or networks connected to the Promo and FINOM systems and websites;
 - engage in illegal or unsportsmanlike activities;
 - engage in behaviour that annoys or harasses others;
 - engage in actions that disparage or malign or call into question the reputation of FINOM;
8. If Participant breaches these Promo Terms or FINOM Terms and Conditions at any time (including after the Promo Period) FINOM is entitled upon its sole discretion to disqualify Participant or deny any Participant a participation in the Promo or to use benefits of the Promo and prizes;
9. The Participant (acting on behalf of himself, all its employees, representatives, companies and businesses) releases FINOM, its subsidiaries, affiliates, suppliers, advertising, and promotions agencies and their respective directors, officers, employees, and agents from any and all liability for any loss, harm, damages, cost, or expense, including, without

limitation, property damages, personal injury and/or death, arising out of or in any way connected to the Promo and/or the use of any prizes benefits;

- 10.** The Participant agrees to indemnify, defend, and hold FINOM and its representatives and agents harmless from and against any and all third-party claims, demands, liabilities, costs, or expenses, including attorney's fees and costs, arising from, or related to any breach by the Participant of any of these Rewards Rules or any violation by the Participant of any applicable law.

- 11.** FINOM disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Promo and drawing and distribution of prizes, and reserves the right, at FINOM's sole discretion, to cancel, modify, or suspend the Promo should a virus, bug, computer problem, unauthorized intervention, or other causes beyond FINOM's control, corrupt the administration, security, or proper play of the Promo.