

## TERMS AND CONDITIONS FOR NADEX DEMO ACCOUNT TRADING COMPETITION

The following Terms and Conditions (“Terms”) apply to the North American Derivatives Exchange, Inc. (“Nadex”) Demo Account Trading Competition (the “Competition”). The start date of the Competition is November 15, 2020 (“Start Date”). By participating in the Competition, the participant agrees to be bound by these Terms.

1. A participant will only be entitled to the prize if the eligibility requirements set forth herein are met.
2. **Sponsor.** Nadex is a CFTC registered designated contract market and derivatives clearing organization, located at 200 West Jackson Blvd., Suite 1400, Chicago, Illinois 60606.
3. **Competition eligibility requirements.**
  - 3.1 Eligible participants must be at least 18 years old and be a United States resident, **excluding Rhode Island**.
  - 3.2 Eligible participants must have an open Demo account with Nadex.
4. **Entry and Competition.**
  - 4.1 Each opt-in entry must be received no later than November 11, 2020.
  - 4.2 Nadex will reset all participating Demo accounts to begin with \$10,000.
  - 4.3 The Competition will begin at 6:00 PM Eastern on November 15<sup>th</sup> (trade date November 16<sup>th</sup>) and end at 4:15 PM on November 20, 2020 (“End Date”).
  - 4.4 Participants must enter at least 25 trades (of any size) in the participant’s Demo account between the Start and End Dates.
  - 4.5 The most profitable three final winners will be selected based on the total profit and loss in the participant’s Demo account between the Start and End Dates, after trading fees, following the termination of the Competition.
5. **Prize.**
  - 5.1 Three final prizes will be awarded to the three final winners of the Competition: 1<sup>st</sup> Place - \$5,000; 2<sup>nd</sup> Place - \$2,500; and 3<sup>rd</sup> Place - \$1,000.
  - 5.2 The winning participants will be notified by email, to the email address registered with the participant’s Demo account, no later than November 25, 2020.
  - 5.3 The winning participant must provide all information as detailed in the Terms in order to claim the prize.
  - 5.4 In the event of a tie, prizes will be split among the winners as follows:

If two (2) individuals are tied for the highest total profit based on U.S. dollar value:	1 <sup>st</sup> Place prize and 2 <sup>nd</sup> Place prize will be combined and divided equally between the two tied individuals	If the 1 <sup>st</sup> Place prize is \$5,000 and the 2 <sup>nd</sup> Place prize is \$2,500, each winner will receive \$3,750.
If three (3) individuals are tied for the highest total profit based on dollar value:	1 <sup>st</sup> Place prize, 2 <sup>nd</sup> Place prize, and 3 <sup>rd</sup> Place prize will be combined and divided evenly between the three tied individuals (with no 2 <sup>nd</sup> or 3 <sup>rd</sup> Place prize winner)	If the 1 <sup>st</sup> Place prize is \$5,000, the 2 <sup>nd</sup> Place prize is \$2,500, and the 3 <sup>rd</sup> Place prize is \$1,000, each winner will receive \$2,833.
If more than three (3) individuals are tied for the	1 <sup>st</sup> Place prize, 2 <sup>nd</sup> Place prize, and 3 <sup>rd</sup> Place prize will be combined and divided evenly between all tied	If the 1 <sup>st</sup> Place prize is \$5,000, the 2 <sup>nd</sup> Place is \$2,500 and the 3 <sup>rd</sup> Place prize is \$1,000, each winner will receive a

highest total profit based on dollar value:	individuals (with no 2 <sup>nd</sup> or 3 <sup>rd</sup> Place prize winner)	sum equal to \$8,500 divided by the number of tied individuals, and rounded to the nearest whole dollar.
If two (2) individuals are tied for the second highest total profit based on dollar value:	2 <sup>nd</sup> Place prize and 3 <sup>rd</sup> Place prize will be combined and divided evenly between the two tied individuals (with no 3 <sup>rd</sup> Place prize winner)	If the 2 <sup>nd</sup> Place prize is \$2,500 and the 3 <sup>rd</sup> Place prize is \$1,000, each winner will receive \$1,750.
If more than two (2) individuals are tied for the second highest total profit based on dollar value:	2 <sup>nd</sup> Place prize and 3 <sup>rd</sup> Place prize will be combined and divided evenly between all tied individuals (with no 3 <sup>rd</sup> Place prize winner)	If the 2 <sup>nd</sup> Place prize is \$2,500 and the 3 <sup>rd</sup> Place prize is \$1,000, each winner will receive a sum equal to \$3,500 divided by the number of tied individuals, and rounded to the nearest whole dollar.
If two (2) or more individuals are tied for the third highest total profit based on dollar value:	3 <sup>rd</sup> Place prize will be combined and divided evenly between all tied individuals	If the 3 <sup>rd</sup> Place prize is \$1,000 each winner will receive a sum equal to \$1,000 divided by the number of tied individuals, and rounded to the nearest whole dollar.

## 6. Claiming the Prize.

- 6.1 The prize winner will be required to provide a W-9 form, banking details, and identification verification confirming the winner's true and correct name, age, and residency no later than December 20, 2020
- 6.2 The prize will be transferred to the winner's live trading account\*; no purchase is required to claim the prize.
- 6.3 The prize may not be withdrawn before December 20, 2020. All withdrawal requirements must be met before a withdrawal may be made. Withdrawal requirements can be found at <https://www.nadex.com/funding/>.
- 6.4 Nadex will make two (2) attempts to notify the winner. If winner does not claim the prize within **24 hours** of the second notice attempt, the winner will forfeit the prize and the prize will be awarded to the next most profitable trader. If the first place final winner does not claim the prize within 24 hours of the second notice attempt, the second place final winner shall become the first place final winner, the third place final winner will become the second place final winner, and the next profitable trader will become the third place final winner. Likewise, if the second place final winner does not claim the prize within 24 hours of the second notice attempt, the third place final winner will become the second place final winner and the next profitable trader will become the third place final winner.
- 6.5 In the event any winning participant does not meet the eligibility requirements, is unable to provide identification verification, cannot or will not provide any of the required documentation set forth in these Terms, does not provide identification verification or any of the required documentation by December 20, 2020, is unreachable, is unable to accept the prize by reason of death or incapacitation, or refuses to accept the prize, the prize will be forfeited and Nadex will award the prize to the next most profitable trader. In the event the forfeited prize is the first place final prize, the prize will be awarded to the second place final winner. In the event the event the forfeited prize is the second place final prize, the prize will be awarded to the third place final winner, and the third place final prize will be awarded to the next most profitable trader.

\* Nadex may make alternate accommodations depending on the circumstances.

6.6 Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. Winner will be issued a 1099 MISC at the end of the tax year.

## **7. Ineligible and Disqualification.**

7.1 Residents of Rhode Island and non-US residents are not eligible to participate.

7.2 Nadex reserves the right to disqualify any individual who attempts to tamper with the registration and/or trading process, manipulate the results of the competition through wash trading, or any other conduct which would violate exchange rules for governing live accounts.

7.3 A participant who is the subject of an open Nadex compliance investigation or review, or who has a suspended Nadex account for any compliance or financial reason is not eligible for participation in the Competition, unless and until the compliance investigation or review has been concluded either without disciplinary action or in the participant's favor, or the compliance or financial suspension has been satisfactorily remedied or resolved at the sole discretion of the relevant Nadex Compliance or Treasury Department. Nadex is not responsible for any delay in the participant meeting the requirements of the Competition as the result of a compliance investigation or review, or compliance or financial suspension.

7.4 Any participant who is determined to have provided false or fraudulent information to Nadex will be disqualified from the Competition.

7.5 A participant who previously held an individual or entity account and membership at Nadex which was closed or terminated for any compliance or regulatory reason is not eligible to participate in the Competition.

7.6 The following persons are not eligible to participate in the Promotion: (a) individuals acting as a market maker pursuant to a signed agreement with Nadex; (b) employees of Nadex, their affiliates, subsidiaries, officers or employees; (c) employees or officers of any IG Group entity; (d) immediate family members and persons living in the same household as the persons identified in (b) or (c).

7.7 Nadex may revoke or withdraw the Competition from participants who abuse the spirit or intention of the Competition in Nadex's sole discretion.

## **8. Disclaimer.**

8.1 Nadex is not in any way responsible or liable for a participant's inability to satisfy the eligibility requirements of the Competition or ability to access the Nadex Demo application or account as the result of any technical malfunction of the Internet, the Nadex System, or the participant's own computing system. Participants accept all risks associated with transacting and trading over the Internet, mobile applications, and downloadable software.

8.2 Nadex is not responsible for incorrect or inaccurate entry information, whether caused by user error or by any of the equipment or programming associated with or utilized in the Competition or by any technical or human error which may occur in the processing of the registrations or trades.

8.3 Nadex is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature.

8.4 Nadex is not responsible for any changes in the underlying markets upon which the Nadex contracts are based.

8.5 Nadex is not responsible for the unavailability of a desired market, or for lack of liquidity in any desired market.

8.6 All Nadex Rules regarding trading activity as set forth in the Nadex Rulebook are applicable.

8.7 As a condition of participating in the Competition, participants agree to release Nadex, its affiliates, sales representatives, advertising, and promotion involved with the Competition, and each of their officers, directors, employees and agents ("**Released Parties**"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize.

## **9. Other Terms.**

- 9.1 All dollar values described herein are USD.
- 9.2 There is no purchase of any product or service required to participate in the Competition.
- 9.3 The odds of winning the Competition are depending upon the participant's skill and the number of participants.
- 9.4 Funding and/or trading a Nadex live trading account will not improve participant's odds of winning.
- 9.5 Only one Competition registration per participant. Participants may not register with multiple email addresses nor may participants use any other device or artifice to register multiple times or as multiple participants. Any participant who attempts to participate with multiple email addresses under multiple identities or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won. No participant may enter the Competition on behalf of another individual, nor trade a Demo account on behalf of another individual.
- 9.6 Acceptance of prize constitutes permission for Nadex to use winners' names, likenesses, images and profitability amount for purposes of advertising without further compensation, unless prohibited by law.
- 9.7 Winners' names, addresses, and prizes may be released upon request as required by state law.
- 9.8 No prize substitutions except at Nadex's sole discretion.
- 9.9 In the event a violation these Terms may constitute a violation of the Nadex Rules, Nadex Membership Agreement, or any regulatory rule or regulation, the participant may be subject to a formal investigation and disciplinary action by Nadex, and/or referred to the relevant regulatory body.
- 9.10 Nadex may modify the Competition, and/or amend these Terms at any time. In the event the Competition or these Terms are amended Nadex will post notice of the changes on the Notices page of its website at Nadex.com.
- 9.11 Nadex is the sole arbiter of the Competition, these Terms and any other issues arising under this Competition. Exceptions to these Terms are at the sole discretion of Nadex and shall be final.
- 9.12 Any dispute or situation not covered by these Terms, will be resolved by Nadex in a manner it deems to be fairest to all concerned and that decision shall be final and binding on all parties.
- 9.13 If at any time all or any part of any provision of these Terms are or become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, such provision(s) shall not affect or impair the legality, validity or enforceability in that jurisdiction of the remainder of that provision or all other provisions of these Terms or the legality, validity or enforceability under the law of any other jurisdiction of that provision or all other provisions of these Terms.
- 9.14 These Terms shall be governed by and construed in accordance with the laws of the State of Illinois.