

TERMS AND CONDITIONS FOR NADEX “PREDICT THE DOW*” PROMOTION

The following Terms and Conditions (“Terms”) apply to the North American Derivatives Exchange, Inc. (“Nadex”) Predict the Dow Promotion (the “Promotion”). The effective date of the Promotion is October 26, 2020 (“Effective Date”). By participating in the Promotion, 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. **Promotion 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.**
 - 4.1 Participants must have an open and unexpired Nadex Demo account no later than November 4, 2020 at 4:15pm ET.
 - 4.2 Each eligible participant will submit one prediction for the official expiration value of the Nadex Daily Wall Street 30 at 4:15pm ET on November 4, 2020, along with the participant’s name and email address (winner will need to provide proof of identification).
 - 4.3 All entries must be submitted via the “Predict the Dow” landing page.
 - 4.4 Each entry must be received **no later than November 2, 2020 at 4:00pm ET.**
 - 4.5 The email address indicated on the entry submission must match the email address on the participant’s Demo account.
 - 4.6 The winner will be selected based on accuracy in relation to the Nadex Daily Wall Street 30 expiration value at 4:15pm ET on November 4, 2020. In other words, the winner will be the owner of the entry which most closely predicts the expiration value of the Nadex Daily Wall Street 30 at 4:15pm ET on November 4, 2020. The expiration value of the Nadex Daily Wall Street 30 will be calculated by Nadex pursuant to the standard expiration calculation procedures as set forth on the Nadex website at <https://www.nadex.com/glossary/expiration-value-definition/>.
5. **Prize.**
 - 5.1 The winning participant will receive a prize of \$5,000.
 - 5.2 The winning participant will be notified by email, to the email address registered with the participant’s Demo account, no later than November 6, 2020.
 - 5.3 The winning participant must provide all information as detailed in the Terms in order to claim the prize.
 - 5.4 There is only one \$5,000 prize. In the event of a tie, all winning participants will share the \$5,000 prize which will be divided equally among the winners.

*Participants will compete to accurately predict the Nadex Daily Wall Street 30 expiration value, calculated using Nadex's standard expiration calculation process, which is based upon the underlying CBOT® E-mini Dow Futures.

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 4, 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 4, 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 closest prediction.
- 6.5 In the event the 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 4, 2020, is unreachable, is unable to accept the prize by reason of death or incapacitation, or refuses to accept the prize, Nadex will select a new winner who shall be the next closest prediction to the Nadex Daily Wall Street 30 expiration value at 4:15pm ET on November 4, 2020.
- 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 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 Promotion, 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 Promotion as the result of a compliance investigation or review, or compliance or financial suspension.
- 7.3 Any participant who is determined to have provided false or fraudulent information to Nadex will be disqualified from the Promotion.
- 7.4 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 Promotion.
- 7.5 The following persons are not eligible to participate in the Promotion: (a) employees of Nadex, their affiliates, subsidiaries, officers or employees; (b) employees or officers of any IG Group entity; (c) immediate family members and persons living in the same household as the persons identified in (a) or (b).

7.6 Nadex may revoke or withdraw the Promotion from participants who abuse the spirit or intention of the Promotion 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 Promotion 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.

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

8.2 Nadex is not responsible for lost or misdirected entries or entries which have not been received.

8.3 Nadex is not responsible for any error in the underlying data used to calculate the Nadex Daily Wall Street 30 expiration value.

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 Promotion.

9.3 The odds of winning are dependent upon the number of entries submitted.

9.4 Funding and/or trading a Nadex live trading account will not improve participant's odds of winning.

9.5 Only one entry per participant.

9.6 In the event no Nadex Daily Wall Street 30 expiration value is reported for the 4:15pm ET expiration time on November 4, 2020, the expiration value for the Nadex Daily Wall Street 30 as reported by Nadex at 4:15pm ET on the next available trading day will be used to determine the winner.

9.7 Acceptance of prize constitutes permission for Nadex to use winner's name, likeness, image and entry for purposes of advertising without further compensation, unless prohibited by law.

9.8 Winner's name, address, and prize may be released upon request as required by state law.

9.9 No prize substitutions except at Nadex's sole discretion.

9.10 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.

9.11 Nadex may modify the Promotion, and/or amend these Terms at any time. In the event the Promotion or these Terms are amended Nadex will post notice of the changes on the Notices page of its website at Nadex.com.

9.12 Nadex is the sole arbiter of the Promotion, these Terms and any other issues arising under this Promotion. Exceptions to these Terms are at the sole discretion of Nadex and shall be final.

9.13 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.

9.14 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.

9.15 These Terms shall be governed by and construed in accordance with the laws of the State of Illinois.