

Bolt Super League, Netherlands - Special Terms and Conditions

These Special Terms and Conditions ('STCs') are intended to govern participation in the "Bolt Super League, Netherlands" contest (hereinafter referred to as the 'Program' and further described below) promoted by Bolt for the participation of their Drivers (the 'Participants').

Participation in the Program is subject to these STCs and is supplemented by our Additional Terms (as referenced below in the definitions and linked accordingly). By participating in the Program, Participants accept that these terms and conditions are legally binding.

1. The Program

This Program is only available in Amsterdam and will run from 12:00 am on 1st August 2022 to 11:59 pm on 28th August 2022 and any additional Program Period allocated between July to September 2022, for selected Participants (the "**Program Period**"). During this Program Period, Drivers are encouraged to increase their number of orders completed on the Bolt Platform. Eligibility for the Program is outlined further in clause 3 of these STCs.

2. Definitions

Within the scope of these STCs, the following definitions will apply.

Additional Terms – refers to the General Terms for Drivers and the Privacy Notice (all available for the Netherlands here) in addition to the Marketing General Terms and Conditions for Drivers available here.

Bolt – refers to Bolt Netherlands (also referred to as we, ours or us) - Bolt Support Services NL is a registered company under the laws of the Netherlands, company number: 82441308, registered address: Overhoeksplein 1, 1031, KS, Amsterdam.

Bolt Platform – refers to the Bolt App and any additional software utilised by Bolt for the provision of rideshare services.

Driver and/or Drivers – refers to the person providing Transportation Services via the Bolt Platform who is a licensed vehicle driver in the Netherlands and holds a valid Driver Account.

Driver Account - means active Diver Accounts considered valid and in operation by Bolt.

Final Winner and/or Final Winners – means the Participants who have the highest accumulated number of Points by September 2022, which is accumulated within a Drivers respective Program Period. This is calculated by Bolt in accordance with clause 6.

Participant and/or Participants – means the eligible Driver selected by Bolt, referred to in these definitions and described in clause 3.

Points – refers to the number of Points that will be awarded weekly to each Participant in accordance with the Weekly Goals and the Extra Goals.

Program Period – means 12:00 am on 1st August 2022 to 11:59 pm on 28th August 2022 and any additional Program Period allocated between July to September 2022.

STCs – refers to the Special Terms and Conditions referred to in this document.

Transportation Services – means a Driver who provides Transportation Services to a Passenger through the Bolt App. All Transportation Services dispatched under these STCs must be made by a licensed driver, in compliance with all laws, tariffs and tariff rules relating to transportation by taxi, as applicable from time to time.

Weekly Objectives - refers to the Weekly Goals and Extra Goals described in clause 4.1.

Weekly Winner and/or Weekly Winners – also collectively referred to as Weekly Winners means the Participants who, at the end of each week, have the highest number of Points for that week. This is calculated by Bolt in accordance with clause 6.

All capitalised terms, which are not defined otherwise, will have the meanings set out in the General Terms for Drivers in the Netherlands, which can be located here.

3. Participants in the Program

- **3.1.** All Drivers who meet the eligibility requirements described below will automatically be included in the Program and shall be considered a "**Participant**" at the absolute discretion of Bolt:
 - **3.1.1.**Drivers who are already active on the Bolt Platform and new Drivers who have their Bolt Driver Account activated during the Program Period qualify as Participants;
 - **3.1.2.**All Participants must have a valid phone number and email address registered to their Bolt Driver Account;
 - 3.1.3. Participants must comply with all relevant applicable laws in the Netherlands; and
 - 3.1.4. Only natural persons with full legal capacity can enrol in the Program.
- **3.2.** Bolt reserves the right to refuse participation in the Program to:
 - **3.2.1.** Any Driver who does not comply with these STCs or our Additional Terms.
 - **3.2.2.** Any Driver who has previously violated our Additional Terms.
 - **3.2.3.** Any Driver who engages in fraudulent activity or gives rise to suspicion of fraudulent activity on the Bolt Platform.
 - **3.2.4.** Any Driver whose conduct is contrary to the spirit or intent of the Program.
 - **3.2.5.** Any Driver that hasn't been selected for the purpose of this Program.
- **3.3.** Bolt reserves the right to withhold any prize to any Driver that engages in fraudulent activity, or gives rise to suspicion of fraudulent activity on the Bolt Platform. If Bolt discovers that a Driver has engaged in any fraudulent activity or related dealings, Bolt reserves the right to withhold any prizes for investigation and is entitled to report the Driver's conduct to the police, transport regulator or any other relevant law enforcement bodies.
- 3.4. Participants may opt out of the Program by contacting Bolt at amsterdam@bolt.eu
- **3.5.** Bolt reserves the right to terminate the Program at its absolute discretion at any time. If the Program is terminated throughout the Program Period, all Drivers accept that their accumulated Points at that date do not give them an automatic right to prizes, it will be up to Bolt to determine whether prizes are allocated on termination of the Program.

4. Weekly Goals and Extra Goals (Weekly Objectives)

- **4.1.** The "Weekly Objectives" will be communicated to individual Drivers by email every Tuesday during the Program Period and information will be provided to Drivers about the indicative targets for that specific week. These targets will concern (among others) the number of completed orders, acceptance rate and ratings on the Bolt Platform. Participants will be able to earn Points if they achieve the Weekly Goals.
- **4.2.** "Extra Goals" are extra indicative targets that Bolt may set from time to time during the Program Period, which may be daily, weekly or any other frequency as indicated by Bolt and may vary by city. These targets will concern (among others) the number of completed orders, acceptance rate and ratings on the Bolt Platform. Extra Goals will give Drivers the opportunity to earn additional Points for their Program Period.

5. Assignment of Points

- **5.1.** Points will be awarded weekly and will take into account the achievement of the Weekly Goals and Extra Goals of the previous week.
- **5.2.** Participants can only earn Points in a given week if they provide Transportation Services through the Bolt App for a duration of at least 10 hours during that week.
- **5.3.** Points that Bolt considers to have been earned fraudulently will not be counted. Any suspicion of fraud will result in immediate disqualification from the Program. Bolt will determine which activities are considered fraudulent in its sole discretion. Bolt's decision that an activity is fraudulent is final.

6. Winners

- **6.1.** Subject to the additional terms of clause 8, the Weekly Winners will be the 8 Participants who, at the end of each week, have the highest number of Points for that week (the "**Weekly Winners**"). If there are more than 8 Participants with the same score, the following tie-breaking criteria will be applied, in the following order: number of trips taken, trip acceptance rate and average customer ratings.
- **6.2.** At the end of the Program Period, the 3 registered Participants with the 3 highest accumulated scores over the total Program Period will be considered the Final Winners (the "**Final Winners**"). If it is not possible to decide the Final Winners due to equal scores, the following tie-breaking criteria will be applied, in the following order: number of trips taken, trip acceptance rate and average customer ratings.

7. Prizes

7.1. During the Program Period, there will be both Weekly Winners and Final Winners.

Weekly Winners

- **7.2.** Subject to the conditions set out in clause 8 and at Bolt's absolute discretion, the top eight scoring Drivers each week will be awarded prizes as Weekly Winners.
- 7.3. The first Participant with the highest scoring Points in each particular week will receive a €1500 reward from Bolt, the Participants that earn the 2nd and 3rd highest Points each week will receive a €1000 reward from Bolt, whilst the Participants with the 4th to 8th highest Points each week will receive a €750 reward from Bolt.

Final Winners

- **7.4.** At the end of the Program Period, the 3 Drivers who have accumulated the highest scoring on Points collectively, in accordance with clause 8.3 below and before September 2022, will be awarded prizes as Final Winners.
- **7.5.** The value of the prizes for Final Winners will be as follows:
 - **7.5.1.**The First Final Winner will receive a cash prize of €7,500 (**First Prize**).
 - 7.5.2. The Second Final Winner will receive a cash prize of €5,000 (Second Prize).
 - **7.5.3.**The Third Final Winner will receive a cash prize of €2,500 (**Third Prize**).

8. Attribution of Prizes

- **8.1.** The Weekly Winners will be notified by Bolt during the next following week, subject to the following conditions:
 - **8.1.1.**There will be 8 weekly prizes awarded to each Weekly Winner during the Program Period, distributed in accordance with clause 7.3.; and

- **8.1.2.**The weekly prizes will only be awarded to Drivers who are qualified as Participants during the relevant Program Period..
- **8.2.** Final Winners will receive notification of their prizes by September 2022. Final Winners will be contacted by email within the first week of September 2022 to be notified if they are a Final Winner. In the event that a Final Winner does not claim their prize within 15 days of contact, Bolt reserves the right to offer the prize to the next eligible Participant in the Program.
- **8.3.** Should any of the Weekly Winners or Final Winners have an average driving time of more than 10 hours per day, the Weekly Prize and/or Final Prize (as applicable) will not be awarded and their score will be converted to 0 Points. For clarity, this means Drivers will need to provide Transport Services for a minimum of 10 hours per week in accordance with clause 5.2, however, for safety reasons this cannot exceed driving more than 10 hours per day to remain an eligible Participant.

9. General Conditions

- **9.1.** The Program will be conducted by Bolt, which will be responsible for defining the Weekly Goals and Extra Goals, assigning Points to Participants and establishing the Weekly Winners and Final Winners.
- **9.2.** In addition to Bolt's other reserved rights referred to in these STCs, Bolt reserves the right not to make public the number of Points awarded to Weekly Winners and Final Winners.
- **9.3.** Bolt does not accept any claim relating to the selection of Weekly Winners and Final Winners nor any liability, direct or indirect, special or consequential, arising in any way from the Program.
- **9.4.** The interpretation of these STCs and Additional Terms for Drivers rests exclusively with Bolt, which reserves the right to change such terms from time to time.

10.Personal data and intellectual property rights

- **10.1.** Bolt will process Participants' personal data for the purpose of this Program in accordance with the Privacy Notice for the Netherlands (<u>available here</u>).
- **10.2.** Any intellectual property rights that Participants have access to during the Program belong to Bolt and Participants may not use, store, distribute, transmit or alter any such intellectual property rights without the consent of Bolt.

11.Changes

- **11.1.** Bolt reserves the right to change these STCs and Additional Terms at any time, without, however, any changes being applied retroactively.
- 11.2. Bolt further reserves the right to change, limit or terminate the Program in its sole discretion.

12.Communications

12.1. Communications regarding these STCs and Additional Terms must be in writing and sent to Bolt at amsterdam@bolt.eu.

13. Applicable legislation and resolution

- **13.1.** In the event that any of the provisions of these STCs are found to be totally or partially ineffective, this decision will not affect the validity of the remaining parts of these STCs and Additional Terms.
- **13.2.** These STCs will be governed by and interpreted in accordance with laws of Estonia and the parties submit to the non-exclusive jurisdictional competence of the courts of Estonia.

13.3. Any dispute that may arise in relation to these STCs, Additional Terms and the Program, whether concerning their existence, validity, interpretation, performance, breach, termination or other matters, shall be resolved through negotiations. If any dispute resulting from these STCs, Additional Terms and the Program cannot be resolved through negotiation, the dispute must be resolved in Estonian based courts.