## Token Recovery's LinkedIn Giveaway Contest Terms and Conditions

Themis Recovery Switzerland AG, a limited company organized under the laws of Switzerland with a registered address at Dammstrasse 19, 6300 Zug, Switzerland, Company No.: CHE-405.562.827, d/b/a Token Recovery (hereinafter "Token Recovery"), promotes and organizes the "Token Recovery Ellipal Contest" on Token Recovery's LinkedIn page (the "Contest") for followers of the Token Recovery LinkedIn page (as defined in paragraph 3.2 below). The Contest is open to international participants.

Please read these Terms and Conditions carefully. They contain the details of the Contest, including participation, eligibility, prize conditions, etc.

By participating in this Contest, you agree to be bound by the following Terms and Conditions as well as the Client Agreement and General Business Terms and Conditions (applicable for the Contest) and any other documentation available on tokenrecovery.com. In case of any inconsistency between the other documentation available on tokenrecovery.com and these Terms and Conditions, these Terms and Conditions shall prevail solely with respect to this Contest.

## **Terms and Conditions of the Contest:**

- 1. The Contest will run from the 16th of December 2024 00:00-23:59 UTC+2:00 until the 2nd of January 2025 00:00-23:59 UTC+2:00 (the "Contest Period") through the Token Recovery LinkedIn page found below and is offered to the followers of the Token Recovery LinkedIn page (as defined in paragraph 3.2 below) (hereinafter the "Participant(s)") that meet the criteria of the present Terms and Conditions.
- 2. Prize: Token Recovery will give away the Prize (as defined in Section 4) to the qualified Participant, based on certain criteria as further described in paragraphs 3 and 4 below.
- 3. General conditions/eligibility criteria for Participants to enter this Contest (the "General Conditions"):
  - 3.1. Participants shall proceed as follows:
    - 3.1.1. Follow Token Recovery's LinkedIn page, as found in clause 3.2 below.
    - 3.1.2.Like the relevant Contest post.
    - 3.1.3.Comment under the relevant Contest post and mention your most important crypto safety tip.
  - 3.2. For the avoidance of doubt, the relevant post is found on the Token Recovery LinkedIn page, a link to which is provided below:

https://www.linkedin.com/company/tokenrecovery/

- 3.3. Without prejudice to Token Recovery's rights under the present Terms and Conditions, Token Recovery has the right at its sole discretion to determine whether a Participant may not be eligible to participate in the Contest and/or to qualify for the Prize..
- 4. Prize eligibility requirements (hereinafter the "Specific Conditions"):
  - 4.1. Without prejudice to the rest of the provisions of the present Terms and Conditions, one (1) Winner will be selected by 3rd of January 2025 23:59 UTC+2:00 based on the merit of their commentary. The designated Winner will receive the following Prize:

One (1) Ellipal Titan 2.0 Cold-Storage Hardware Wallet (hereinafter the "Prize").

5. The employees of Token Recovery or its affiliated companies and immediate family members of the employees are not eligible to enter this Contest. Immediate family means any of the following:

wife or husband or equivalent, child or stepchild (whether natural or by adoption), niece, nephew, brother, sister, stepbrother, stepsister, or 1st cousin.

- 6. The Winner will be selected by Token Recovery based on comment quality and announced on the 3rd of January 2025 by 23:59 UTC+2:00. The Winner of the Prize shall remain contactable at all times and able to reply by sending a direct message to Token Recovery's LinkedIn page and/or to the representative of Token Recovery that has contacted you within seven (7) calendar days of the announcement. If no response is received within seven (7) calendar days (including weekends and public holidays) from the date of the announcement and/or from the first attempt to contact the Participant, the Prize may be canceled. No extension or replacement will be entertained. The Prize will be sent to the Winner's physical address disclosed to Token Recovery. Token Recovery has the right at its sole discretion at any time, and without notice, to substitute any Prize with another prize of similar value and/or specification. The Prize is given out on an "as it is" basis, and is not transferable, exchangeable, or redeemable for anything else. All warranties and representations in connection with the Prize are expressly excluded to the extent not prohibited by law.
- 7. The Participant may request to opt out of this Contest at any time by contacting information@tokenrecovery.com via email communication.
- 8. The following are the reasons for disqualification from the Contest:
  - 8.1. Violation of any laws and/or applicable regulations and/or the current Terms and Conditions or any other terms and conditions of Token Recovery, including without limitation the Client Agreement, Digital Affiliates Agreement, Partnership Agreement, the Bonus Terms & Conditions, and any other applicable document found on Token Recovery website(s);
  - 8.2. Incomplete or incorrect or fraudulent details of a Participant during the registration process for this Contest;
  - 8.3. Participant does not fulfill the General and/or Specific Conditions for participation in this Contest;
  - 8.4. The Participant acts in bad faith and/or abusively, and/or fraudulently, and/or in a manner not in line with the Contest:
  - 8.5. The Participant is an employee of Token Recovery or its affiliated companies or the immediate relative:
  - 8.6. Collusion among Participants;
  - 8.7. Participant's use of software to alter or hide his/her actual IP address;
  - 8.8. A single Participant using several IP addresses to participate in the Contest or several participants using the same IP address.
- 9. Token Recovery processes personal information in order to conduct the Contest and may, for this purpose, disclose such information to third parties, including, but not limited to, suppliers, travel agents, event organizers, and relevant regulatory authorities, upon request. Participation is conditional on providing this information. Token Recovery may, unless otherwise advised, use and publish the information for promotional and marketing, including but not limited to email or telephone communication in the provided correspondence with the participants or the Prize Winner, whichever is the case. Participants should direct any request to access, update or correct information upon Token Recovery's request. Token Recovery has the right to use client's photographs and names for the purpose of announcing the Prize Winner and other forms of publicity. For the avoidance of doubt, each Participant hereby expressly consents and grants permission to Token Recovery to use his/her name and likeness for a list of all Participants and/or the announcement of the Prize Winner and/or any other marketing communications, without remuneration and for reasons related to the Contest.
- 10. Token Recovery reserves the right at its sole discretion to amend, suspend, cancel, terminate the Contest, or the Prize and these Terms and Conditions at any time, without bearing any responsibility or liability in this regard.

- 11. Except for any liability that cannot be excluded by law, Token Recovery (including its officers, employees, and agents) excludes all liability (including negligence) for any personal injury; or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of this Contest, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under Token Recovery's control); (b) any theft, unauthorized access or third party interference; (c) any entry or Prize claim that is canceled, late, lost, altered, damaged or misdirected (whether or not after their receipt by Token Recovery) due to any reason beyond the reasonable control of Token Recovery; (d) any variation in Prize and/or in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by the Prize Winner or Participant; or (f) use of a Prize including attendance at events (if applicable) included as part of the Prize.
- 12. These Terms and Conditions are made in English, and any other language translation is provided as a convenience only. In the event of any inconsistency or discrepancy between the English text and its translation into any other language, the English text shall prevail. Token Recovery reserves the right to make the final decision on the interpretation of these Terms and Conditions.