Contest Regulations:

"Take zondacrypto on vacation"

§ 1 General Provisions

- 1. These regulations (hereinafter: "**Regulations**") define the rules of the contest "Take zondacrypto on vacation" (hereinafter: "**Contest**").
- 2. The Contest Organiser is BB Trade Estonia OÜ with its registered office in Tallinn, address: Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 1391 Estonia (office No. 10), registered in the Register of Entrepreneurs under the number 14814864, (hereinafter referred to as the "**Organizer**") operating a website (https://zondacrypto.com/) through which it provides services in the form of running a cryptocurrency exchange (hereinafter referred to as the "**Platform**").
- 3. The Contest Organiser's tasks include the ongoing supervision of the Contest, including, in particular, whether there is a risk of a violation of the Contest rules, as established by these Regulations, in connection with the Contest.
- 4. The Contest Organiser also uses in these Contest Organiser Regulations definitions consistent with those contained in the regulations available at https://zondacrypto.com/en/legal/zonda-exchange and https://znd.co/, including zondacrypto Terms and Conditions of Service (https://zondacrypto.com/en/legal/zondacrypto-exchange/terms-and-conditions-of-service), to which it hereby refers in this regard.
- 5. The Contest is conducted through the Contest Organiser's social media on the "Instagram" platform profile run under the name "zondacrypto": https://www.instagram.com/zondacrypto/ and on the "X" platform profile run under the name "zondacrypto": https://twitter.com/zondacrypto (hereinafter: "Social Media"). Links to the Contest may also be provided informatively on zondacrypto's other social media profiles, including not but limited to X (https://twitter.com/zondacryptopl), Facebook (https://www.facebook.com/zondacrypto/) and TikTok (https://www.tiktok.com/@zondacrypto/).
- 6. The Contest is directed to users of the aforementioned Social Media. The purpose of the Contest is to reward Participants for actively following the Contest Organiser's Social Media and to engage Participants through active participation during the Contest Period.
- 7. The venue of the Contest is the aforementioned Social Media. The Organizer emphasizes that the Contest is not created, administered or sponsored by the aforementioned Social Media.

- 8. The Contest Organiser is the sole funder of the Contest prize.
- 9. The Contest is not a cash lottery, a sweepstakes, a promotional lottery, or any other game of chance or betting game.
- 10. All information about the Contest available in advertising materials is for informational purposes only.

§ 2 Participation in the Contest

- 1. The Contest is intended only for natural persons recipients of Social Media, who are adults (who are 18 years of age or older) and who have their residence in countries/regions served by the zondacrypto cryptocurrency exchange operated by the Contest Organiser (countries/regions not accepted are indicated on https://zondacrypto.com/en/legal/non-acceptable-countries).
- 2. Only an individual who has an active profile/account on the "Instagram" platform in accordance with the regulations of this portal can become a participant in the Contest (hereinafter: "Participant").
- 3. The Contest can only be participated in person, and therefore it is unacceptable to take part in the Contest on behalf of third parties. The Contest Organiser reserves the right to verify the Contest Participants and, in the event of reasonable doubts regarding the fulfillment of the above-mentioned conditions, to possibly refuse the Contest Participant to win the Contest on this basis.
- 4. The Contest may only be entered by self-generated entries, the author of which is the applicant (Contest Participant).
- 5. Employees, officers and representatives of the Contest Organiser and other entities directly involved in preparing and conducting the Contest, as well as persons cooperating with the above-mentioned entities on a permanent basis on a basis other than an employment relationship, and members of their immediate families, i.e. ascendants, descendants, siblings, spouses, parents of spouses and persons in an adoptive relationship with them, may not participate in the Contest.
- 6. The condition for participation in the Contest is acceptance of the content of these Regulations and willingness to participate in the Contest by making a Contest entry in the form of fulfilling all Contest requirements together on the above mentioned Contest Organiser's Social Media profile.
- 7. The Participant who enters the Contest in accordance with the preceding paragraphs is obliged to read the provisions of these Regulations, as well as the provisions of the zondacrypto Terms and Conditions of Service (if applicable). Entering the Contest is tantamount to acceptance of the contents of these Regulations.
- 8. Joining the Contest is completely voluntary and free of charge.
- 9. Participation in the Contest and the related provision of personal data is completely voluntary, based on the Participant's consent in accordance with § 9. point 2. a) of these Regulations.

- 10. In the event of winning the Prize referred to in § 5. below, the Participant further agrees to publish his/her name or the name of the profile used in social media, as part of the post/announcement created by the Contest Organiser concerning the end of the Contest and the selection of winners, on the Contest Organiser's profile in the aforementioned Social Media.
- 11. By participating in the Contest and accepting these Regulations, the Participant further agrees to the processing of his/her image captured in the photo as part of participation in the Contest (taken as part of the Contest Entry), without each time approving such processing. The consent referred to above includes in total: unlimited in time, unlimited in territory, free of charge, repeated dissemination by the Organizer of the image in the form of the Contest photo, in order to promote the Organizer's activity on the Organizer's website, on the Organizer's social media or on the Organizer's mobile application. Consent may be revoked at any time. By entering the Contest, the Participant simultaneously declares that in the situation where there will be third parties in the photo constituting the Contest Entry, the Participant is responsible for informing such third parties that their presence in the photo is not required, and that by being immortalized in the photo they voluntarily consent to the transfer of such photos within the Contest Entry.

§ 3 Duration of the Contest

- 1. The Contest shall commence on July 3, 2025 at the time of its announcement on the Contest Organiser's Social Media and shall continue until September 15, 2025 at 23:59 CET (hereinafter: "Contest **Duration**").
- 2. Settlement of the Contest will take place within 7 days after the end of the Contest, with the announcement of the Winners scheduled for September 22, 2025. The Contest Winner will be notified of his/her win on this date by the Contest Organiser's publication of the winning post informing on the Social Media, which is the Contest venue through which the Contest Participant submitted his/her participation, or in the form of a private message from the Contest Organiser.
- 3. The Prize will be awarded to the Winner on the condition that the Winner makes contact with the Organizer in a private message and that the Winner indicates all data allowing the Prize to be awarded in the Contest. In order for the Prize to be awarded to the Winner, the Winner is required to undertake immediate contact with the Organizer within 72 hours from the publication of the post about the results of the Contest, and then the Winner must immediately provide, in a private message to the Organizer, all contact information indicated by the Organizer.
- 4. The prize will be awarded to the Winner on the following date: The prize in the form of ZND Tokens will be added to the balance of the Winner of the Contest to the wallet address on the ZND platform, within 30 days from the transmission of the information described in § 5.2, provided that the Winner meets the other requirements specified in these Regulations.

§ 4 Rules of the Contest

- 1. The Contest Task consists in the Participant's fulfillment of the following Contest Tasks together (hereinafter: "Contest Task"):
 - a. following the Organizer's profile on the "Instagram" platform: https://www.instagram.com/zondacrypto or following the Organizer's profile on the "X" platform: https://twitter.com/zondacrypto;
 - b. taking a holiday photo that takes into account the "zondacrypto" brand, e.g. through a gadget or a displayed application, together with the location of the place where the photo was taken and proving it in a credible way, e.g. by presenting a screenshot from the photo application, in which the location of the photo taking is visible or by a screenshot from the Google Street View app showing the location where the contest photo was taken, where the environment is consistent with that shown in the contest photo; the photo should not include the image of third parties who are not Contest Participants;
 - c. publishing the photo as a post on Instagram or on X with the tagging of the account @zondacrypto and posting the hashtag #zondacryptovacation. The Participant should publish the above post publicly so that the Organizer can see the post with the tag. If the Participant publishes the photo referred to in point b above from a private account, he/she is required to send in a private message to the Organizer a screenshot of the properly published post as required by § 4(1)(b);

(collectively, the "Contest Entry" or "Entry").

- 2. The longest distance (greatest number of kilometers) in a straight line from the starting point, which is assumed to be the headquarters of BB Trade Estonia OÜ (Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 1391 Estonia) to the location where the photo was taken, calculated using the application: https://www.distance.to, shall be considered as the criterion for determining the Winner, among all Entries meeting the conditions described in point 1 above. In the event that several Contest Entries meet the criterion mentioned above in equal value, i.e. have the same distance, the order of the Contest Entries determines the Winner.
- 3. The Contest has an open character.
- 4. The Contest Participant may be both a person who already has a fully functional account on the Contest Organiser's Platform, i.e. after registration, provision of User identification data and successful verification by the Contest Organiser (KYC), and a person who does not have an account on the Contest Organiser's Platform, with the proviso that a fully functional account on the Contest Organiser's Platform and on the ZND Platform is required at in order to receive the Prize of ZND Tokens.

- 5. Completion of any of the Contest Tasks after the expiration of the Contest Period will result in such Contest Entry not being considered by the Organizer.
- 6. The Participant's completion of only some of the Tasks or posting a photo on a platform other than the one indicated by the Organizer (Instagram) may entail the Organizer's recognition of the submitted Entry as incorrect or incomplete.
- 7. The Participant is obliged to clearly indicate the location where the contest photo was taken, in accordance with § 4.1.b of the Regulations. In case of justified doubts as to the authenticity of the location, the Organizer reserves the right to refuse to recognize such Contest Entry as correct, thereby disqualifying the Participant.
- 8. The Contest Entries will be judged by the Contest Commission (hereinafter referred to as the "Commission"), consisting of representatives of the Organizer and persons designated by the Organizer, as specified in § 7 of the Regulations.
- 9. At the end of the Contest, the Commission will select from among the Participants **one (1) winner** who has completed all Contest Tasks specified in § 4. point 1 of the Regulations together, and whose condition described in § 4. point 2 will be considered by the Commission as the best, i.e. the longest distance, and who meets the participation criteria specified in § 2 of the Regulations (hereinafter referred to as the "Winner").
- 10. As part of the Contest, the Winner will be awarded the prize described in § 5 of the Regulations (hereinafter: "**Prize**").
- 11. The Commission will award, taking into account all correct Contest Entries, **one person**, based on the evaluation of all Contest Entries meeting the terms of these Regulations.
- 12. The Contest winner will be announced by posting the winning post on the Contest Organiser's social media mentioned above, indicating the name or username of the Participant who made the winning Entry. When announcing the results, the Organizer will ask the Winner to contact him/her in a private message within the social network where the Contest results announcement was posted. Once contact is made, the Organizer will provide further instructions in order to determine all the data necessary to send the Winner the Prize and to allow the Winner to properly use it.
- 13. The Winner is obliged to undertake immediate contact with the Organizer in a private message on the social media on which the Contest results announcement was posted, no later than 72 hours after the Contest results announcement, under pain of complete forfeiture of the right to the Prize. Failure to contact the Organizer within this timeframe will be equivalent to the possibility of selecting another Winner, while this is reserved as a right and not an obligation of the Organizer.
- 14. The Contest Organiser reserves the right to exclude from participation in the Contest or deprive of the right to the Prize Participants whose actions are contrary to the law, good morals or the Regulations, in particular Participants who:
- do not act personally, but through third parties;
- use different accounts on the Organizer's platform to act on behalf of/submit the same Participant;
- if third-party claims have been filed against their Contest Entry,

- come from a country/region not supported by the zondacrypto cryptocurrency exchange (in accordance with § 2(1) of the Regulations).
- 15. In order to clarify any doubts related to an Participant's activity in the Contest, the Organizer may contact the Participant using the means of communication provided by the Participant; during such contact, the Organizer may expect the Participant to provide detailed information regarding his/her participation in the Contest.
- 16. By submitting an entry to the Contest, the Participant declares that his/her Contest Entry does not contain any content that violates the law or is inconsistent with good morals, in particular does not violate the rights of third parties, does not incite violence, intolerance, does not contain vulgarities or advertising content of third parties.
- 17. The contest photo referred to in § 4(1)(b) should be taken in person. It is forbidden to use as a Contest Entry photos processed by computer or made with artificial intelligence (AI) under pain of exclusion from the Contest.

§ 5 Prize

- 1. The Contest will award the following prize (hereinafter referred to as the "Prize"):

 The winner will receive ZND Tokens in an amount proportional to the distance between the starting point and the location (calculated in kilometers 1 km corresponds to the Prize of 1 ZND Token) where the photo was taken in accordance with the criterion described in § 4 point 2 of these Regulations, which will be allocated to the balance in the Customer's Account on the ZND Platform (hereinafter referred to as "ZND Tokens"). The details of receiving the prize of ZND Tokens are specified in § 5 point 2 of the Regulations.
- 2. The Prize in the form of ZND Tokens will be transferred to the Winner under the following conditions:
 - a) use of ZND Tokens is possible **only** after:
 - i) registration of the User's account on the Organizer's Platform,
 - ii) successful completion of the verification process (KYC) by correctly passing all its stages;
 - iii) creation of an account on the ZND Platform;
 - b) The Organizer shall verify the fulfillment of the above criteria by checking whether the Winner will have an active Account on the Organizer's Platform. If the above condition is not met, the Organizer reserves the right to refuse to award ZND Tokens to the relevant Winner;
 - c) As part of the Winner's verification, the Organizer may require the Winner to send in a private message to the Organizer, (as part of the private contact with the Organizer), as indicated by the Organizer, all data necessary for the transfer of ZND Tokens, viz:
 - i) the email address assigned to the Winner's account on the Organizer's Platform.

ii) other information required to confirm the Winner's identity in accordance with anti-money laundering and counter-terrorist financing regulations.

If the above information obligation is not fulfilled within the deadline specified above, the Winner will lose the right to transfer ZND Tokens. In such case, the Organizer reserves the right to award the prize to the next Participant selected by the Contest Commission;

- d) The prize in the form of ZND Tokens will be awarded to the Winner as soon as all the requirements described above have been fulfilled, but no later than 30 days from the date of their fulfillment;
- e) In the event that the Winner submits an instruction to close the Client's Account on the Organizer's Platform before the ZND Tokens are awarded, the Winner will lose the right to the ZND Tokens. In such case, the Organizer reserves the right to award the prize to the next Participant selected by the Contest Commission;
- f) The Winner's fulfillment of the conditions for awarding the prize of ZND Tokens should take place no later than September 30, 2025 inclusive;
- g) The Organizer reserves the right to refuse to award ZND Tokens to the Winner if:
 - i) the Winner's Account is involved in any fraudulent behavior (e.g., sharing Account data with third parties, illegal mass account registrations, transactions between own accounts, or market manipulation),
 - ii) there are reasonable doubts of the Organizer regarding abuse or violation of these Regulations by the Client;
 - iii) there is a suspicion that the purpose of opening an Account is a profit-making activity unrelated to the services provided by the Organizer's Platform.
- 3. The Organizer does not provide any guarantee regarding the value of the ZND Token.
- 4. Receipt of ZND Tokens under the Contest does not require Participants to make any purchase or payment for the ZND Tokens assigned to it. The Organizer shall not charge any fee and/or commission for the allocation of ZND Tokens to the Participant's wallet. The above applies only to the one-time awarding of ZND Tokens to a Participant in the Contest and does not apply to the Participant's subsequent independent actions on his/her account, including those related to ZND Token.
- 5. The Organizer stipulates that the number of Prizes may be changed in favor of the Winners (by awarding additional prizes).
- 6. One Winner of the Contest is entitled to one Prize only.
- 7. It is not possible to transfer the right to the Prize to third parties.
- 8. Prizes are not subject to exchange for cash equivalent or other services that are covered by the Organizer's offer.
- 9. It is possible to resign from the Prize. In the event that the Winner resigns from the Prize, the Organizer reserves the right to award the Prize to the next Participant designated by the Commission.

§ 6 Liability of the Organizer

- 1. Placing the image of third parties on the photo constituting the Contest Entry, is not a requirement of the Contest and is not required by the Contest Organiser. The sole responsibility for placing the image of a third party in such a photo is borne by the Participant making the Contest Entry.
- 2. The Organizer is not responsible for the inability to realize the Prize of the Winner and the realization of the Prize due to reasons beyond the Organizer's control, including the lack of positive verification of the Participant (KYC), providing incorrect contact information, as well as due to force majeure events. In such a case, the Winner will be informed of the aforementioned circumstances in a private message or will be asked to contact us in a comment under the contest post.
- 3. The Organizer is not responsible for any fortuitous events preventing Participants from taking part in the Contest.
- 4. The Organizer is not responsible for the inability to collect the Prize in case the Participant fails to meet the deadline specified in § 4 point 13 or § 5 point 2 of the Regulations.
- 5. The Participant is solely responsible for the content of the Contest Entry provided to the Organizer on social media, and in this respect releases the Organizer from any liability to third parties whose rights have been violated by the publication of the Contest Entry on its portals or by using the solution in a manner inconsistent with these Regulations.
- 6. The Organizer is not responsible for any damages caused by a decrease in the value of ZND Tokens, and any claims for the difference in the value of funds due to changes in cryptocurrency exchange rates are excluded.
- 7. The Organizer does not provide any advice, recommendations, analysis or suggestions for investing on the Platforms. The Organizer is not a broker, intermediary, agent or advisor of the Participant and has no fiduciary relationship or obligation to the Participant in connection with the Participant's entry into the Contest or other activities performed by the Participant on the Platforms in this regard. The Organizer does not recommend buying, selling or owning any cryptocurrency. Investing in cryptocurrencies involves a high degree of risk. There is a risk of losing invested funds due to changes in cryptocurrency exchange rates.
- 8. Any crypto-asset marketing communication has not been reviewed or approved by any competent authority in any Member State of the European Union. The offeror of the crypto-asset is solely responsible for the content of this crypto-asset marketing communication. The crypto-asset in the form of the ZND Token is offered by BB Trade Estonia OÜ with its registered office in Tallinn (Estonia), the operator of the zondacrypto exchange available at https://zondacrypto.com/en/home. Contact with the crypto-asset offeror is possible at the following phone number: +48 884 570 061 or

e-mail address: <u>support@zondacrypto.com</u>. A whitepaper on the ZND Token has been published at http://assets.znd.co/token/en/whitepaper.

§ 7 The Contest Commission

- 1. The proper conduct of the Contest will be supervised by a Commission appointed by the Organizer consisting of two persons.
- 2. The tasks of the commission referred to in the preceding paragraph include, in particular:
 - checking whether a given Participant meets all the conditions for participation in the Contest,
 - selecting the Contest Winners,
 - evaluating the Contest Applications and selecting the Winner in accordance with the criterion described in § 4 item 2 of the Regulations,
 - consideration of Participant's complaints, in accordance with §8 of the Regulations.

§8. Complaints

- 1. Complaints related to participation in the Contest, the Participant may submit:
 - a) In writing, to the address: Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 1391 ESTONIA (office no. 10, 2nd floor), or
 - b) electronically via the form available at: https://zondacrypto.com/pl/helpdesk/formularz-kontaktowy or by email to: support@zondacrypto.com.
- 2. Complaints should be submitted immediately after the occurrence of an event that raises concerns of the Participant taking part in the Contest, but no later than within 14 days from the end of the Contest (for complaints sent by registered mail, the postmark date is decisive).
- 3. The complaint should contain all information specified in the regulations found on the zondacrypto platform, available at https://zondacrypto.com/en/legal/zonda-exchange, including § 18 of the Terms and Conditions of Service.
- 4. The complaint procedure shall be conducted in accordance with the procedure contained in the regulations indicated in point 3 of this section, including the Terms and Conditions of Service § 18.
- 5. Complaints will be considered by the Organizer.

§ 9 Personal Data

- 1. The Controller of the Personal Data is BB Trade Estonia OÜ with its registered office in Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 1391 Estonia (office No. 10), a company under Estonian law, registered in the Register of Entrepreneurs under number: 14814864 (hereinafter: "Data Controller").
- 2. The Data Controller processes personal data of Contest Participants and Winners on the basis of:
 - a. consent within the meaning of Article 6(1)(a) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter: "GDPR");
 - b. fulfillment of a legal obligation incumbent on the Data Controller within the meaning of Article 6(1)(c) of the GDPR with respect to the fulfillment of the obligation to keep accounting documents;
 - c. the Data Controller's legitimate interest in accordance with Article 6(1)(f) of the GDPR, consisting in particular in responding to possible complaints, claims made as a result of this contest.
- 3. Any data obtained by the Contest Organiser about the Contest Participants and the Contest Winner will be deleted or anonymized within 60 days, counting from the day the Contest ends or the Prize is sent to the Contest Winner. This does not apply to data processed in connection with the provision of services on the Organizer's Platform.
- 4. The Participants' and Contest Winners' data will be deleted or anonymized in accordance with the preceding point with the exception of data that will be necessary for the purpose of fulfilling legal obligations incumbent on the Data Controller and in for the purpose of fulfilling the Data Controller's legitimate interest necessary for the consideration of complaints or other form of claims submitted by clients, Participants or Contest Winners, as well as for the purpose of possible judicial or administrative proceedings.
- 5. The data are protected by technical and organizational measures to ensure an adequate level of protection, in accordance with applicable regulations.
- 6. The Data Controller processes only the personal data provided by the Participant or Winner of the Contest. Personal data of Participants/Winners of the Contest are not subject to automated decision-making for the purpose of the Contest.
- 7. For the purpose of realization of the Contest, personal data will be shared with companies related by capital and personality to the Data Controller, i.e. Orion Software sp. z o. o. and Expofer Servis House s. r. o.
- 8. Contest participants have the right to:
 - a. request from the Data Controller access to personal data concerning the data subject, rectification, erasure or restriction of processing, and the right to object to processing, as well as the right to data portability;

- b. file a complaint with the supervisory authority Estonian Data Protection Inspectorate, 39 Tatari, 10134 Tallinn, Estonia, if the Participant believes that his/her personal data is being processed unlawfully;
- 9. All requests, questions and demands related to Data processing should be addressed to the Data Protection Supervisor appointed by the Controller: gdpr@zondacrypto.com.

§ 10 Intellectual Property Rights

- 1. By participating in the Contest, the Participant simultaneously declares that he/she is the sole creator of the Contest Entry and that he/she has full personal and property copyrights to the Contest Entry. The Participant further declares that the Contest Entry he/she submitted does not violate the rights of third parties, including copyrights, related rights, image rights or other intellectual property rights.
- 2. Upon the announcement of the Contest Winner, the Winner transfers to the Contest Organiser all copyrights in the Contest Entry granted, in all fields of exploitation, including in particular:
 - a. the right to record and reproduce the submission in any form,
 - b. the right to publish, distribute and use the entry in materials promoting the Contest and the Contest Organiser's activities, including websites, social media, printed materials, etc.
- 3. The Winner declares that the Contest Entry provided is not encumbered by any third party claims, and the Organizer is not liable for any third party claims related to the use of the entry in the Contest.
- 4. The Winner agrees that his/her provided Contest Entry may be used free of charge in accordance with the above provisions, without payment of compensation.

§ 11 Final Provisions

- 1. These Regulations are the only document defining the detailed rules of the Contest.
- 2. The Contest Organiser is entitled to change the content of the Regulations, both in part and in whole, at any time for reasons beyond the Contest Organiser's control, and when such a change is made exclusively for the benefit of the Participants (including by adding additional prizes, extending the duration of the Contest and the possibility of granting the Contest Entry, facilitating the Participants' access to participate in the Contest and the possibility of obtaining a prize). Participants will be informed of any

- planned changes to the Regulations through an adequate communication channel, such as Social Media.
- 3. Any changes to the Regulations will be effective from the moment they are published on the Organizer's website.
- 4. If the Participant does not accept the changes to the Regulations, he/she should withdraw from participating in the Contest.
- 5. Entering the Contest after the change of the Regulations is considered as acceptance of the new Regulations.
- 6. The Regulations are available for the duration of the Contest on the Contest Organiser's website (zondacrypto.com) and at the Contest Organiser's office.
- 7. Any doubts regarding the terms, conditions and deadline of the Contest, the provisions of its Regulations and its interpretation shall be resolved by the Organizer. Such resolution of the Organizer does not deprive the complainant of the right to pursue claims under the rules of law.
- 8. Any information about the Contest can be obtained by contacting zondacrypto at e-mail address: support@zondacrypto.com.
- 9. In matters not covered by these Regulations, the provisions of the Organizer's Regulations and generally applicable laws shall apply.
- 10. In case of conflict between the provisions of the Regulations and the provisions of the Organizer's Regulations, the provisions of these Regulations shall apply.
- 11. The Regulations in the present wording are effective as of July 3, 2025.