

# AU Referral Campaign Limited Referral Bonus Offer T&Cs

23 May 2023

## 1 Introduction

The AU Referral Limited Referral BG50 Bonus Offer Campaign (the “**Offer**”) described below is sponsored by the entity providing you the Crypto.com App Services referred to as “**Crypto.com**” or “**we**” or “**our**”.

The Offer is open for a limited time only, from 23 May 2023, at 09:00 UTC until 12 June 2023, at 23:59 UTC (the “**Campaign Period**”). The Offer was created to reward existing customers, (“**you**” or “**Referrer**”) for recommending Crypto.com to their friends and family who successfully sign up, complete the know-your-customer (KYC) application procedures and successfully stake CRO tokens for metal Crypto.com Visa Card (“**Referred Customer**”) (any Referrer and any Referred Customer is a “**Participant**”). All Participants (both a Referrer and the Referred Customer) must be resident in Australia (the “**Eligible Region**”) (as determined by Crypto.com in its sole and absolute discretion) to be eligible for this Offer.

The following Offer Terms and Conditions (“**Terms**” or “**Offer Terms and Conditions**”) contains important information about the Offer, so please read these carefully.

These Offer Terms and Conditions shall form part of and are incorporated into the Crypto.com App Terms and Conditions that you agree to when you sign up to the Crypto.com App Services. Capitalized terms not defined herein shall refer to those defined terms in the Crypto.com App Terms and Conditions.

These Offer Terms and Conditions are a binding agreement between you and Crypto.com and will govern your participation in all Offer offers. By participating in the Offer, you agree to and are bound by these Offer Terms and Conditions, including any modifications of these Terms by Crypto.com. By referring a friend, you will be deemed to have accepted and be bound by these Terms and Conditions. The Offer Terms and Conditions apply together with the Crypto.Com App Terms and Conditions, which you accepted when you created a Crypto.com App account.

We may update these Terms from time to time, and if we do, we will not send you a separate notice.

Crypto.com may, in its sole and exclusive discretion, change, cancel, suspend, or modify any aspect of the Offer and/or your participation in the Offer in case of breach of these Terms and/or where you have acted inconsistently with the intent of these Terms, without notice for any reason and at any time.

Crypto.com reserves the right to disqualify any customers or prospective customers, including any Referred Customer, at any time from participation in the Offer at its sole discretion.

## 2 Definitions and Interpretation

Unless stated otherwise, capitalised words in these Terms have the same meaning as in Crypto.Com App Terms and Conditions. The following defined terms have the meanings set out below.

**“Active Account”** means a successfully verified Crypto.com App account where the KYC process has been completed and the Account Holder has staked the required CRO tokens for a metal Crypto.com Visa Card (Ruby Steel tier or above).

**“Eligible Transaction”** means any valid transaction that has been initiated and complies with these Terms which may allow you to be eligible to receive the Referral Bonus, and that has not been subsequently cancelled. For the avoidance of doubt, Eligible Transactions for this Offer refers to a metal Crypto.com Visa Card staking transaction.

**“Prohibited Activities”** means the activities set out in Section 6 of these Terms, or any other activities not permitted under these Terms, or any activities that may be disclosed to the Referrer from time to time.

**“Referral Code”** means a unique number or a combination of numbers and letters assigned to your Crypto.com App account. You can use this code to refer your friends and relatives to Crypto.com. You can give this code to your friends and relatives to be entered manually when they create their Crypto.com App account or upon their first transaction after becoming a new customer.

**“Referral Bonus”** means the AUD 50 payable by Crypto.com to each of the Referrer and the Referred Customer upon the Referred Customer completing all necessary steps required to obtain the Referral Bonus. Pursuant to Section 4 of these Terms, Crypto.com reserves the right to change the Referral Bonus amount at its sole discretion at any time without any obligation on the part of Crypto.com to give notice to you. For your information, the Referral Bonus may be displayed in the Crypto.com App, for example on a page labelled “Referral Bonus”.

**“Referred Customer”** means a new customer who was referred by a Referrer to the Offer using the Referral Code provided by Referrer, has successfully registered a Crypto.com App account in accordance with the Crypto.com App Terms and Conditions and who has successfully completed an Eligible Transaction(s).

## 3 Referrals

**3.1. Crypto.com’s Sole Discretion.** The Referrer acknowledges and agrees that Crypto.com may, in its sole discretion, decide whether or not to onboard any new customer(s) referred by the Referrer, as well as decide whether such new customer(s) will be considered a Referred Customer(s).

**3.2. Participation Criteria.** To participate in the Offer, you need to meet the following criteria:

- (i) You must have an Active Account which is in good standing with Crypto.com;
- (ii) You must not use your Crypto.com App account for commercial purposes;

(iii) Both you and the Referred Customer(s) need to be at least 18 years of age and meet all requirements set forth in the Crypto.com App Terms and Conditions; and

(iv) Both you and the Referred Customer need to be resident in an Eligible Region and registered as such in the Crypto.com App (as determined by Crypto.com in its sole and absolute discretion).

## **4 How the Offer Works**

**4.1. Share your Referral Code via the Crypto.com App or Approved Platforms.** The Referrer, a current customer of Crypto.com, shares their Referral Code through the Crypto.com App, via email, Facebook, Twitter or by any other means with a person, the Referred Customer, during the Campaign Period. There is no limit to the number of referrals you may make, however, certain restrictions may apply on a case by case basis. Where such restrictions are applicable, Referral Bonus(es) may be reverted at the sole discretion of Crypto.com.

**4.2. Your Referral successfully registers.** Successful registration requires the provision of personal data by the person you shared your Referral Code with, as well as the successful completion of the Crypto.com App account verification procedure(s) during the Campaign Period. Inability, refusal, or delay to complete any of the required identification and/ or verification procedures may result in the Referral Bonus(es) not being credited. Successful completion of the Crypto.com App account verification procedures(s) shall be subject to Crypto.com confirmation, subject to its sole and absolute discretion.

**4.3. Credit of Referral Bonus.** Referral Bonus is always credited in the fiat equivalent value of CRO, with any applicable exchange rates (such as AUD/CRO) determined by Crypto.com in its sole and exclusive discretion, but generally for both the Referrer and the Referred Customer, upon the Referred Customer completing the staking process at the point when the staking of CRO for a Crypto.com Visa Card is performed.

Crypto.com reserves the right to change the Referral Bonus amount at its sole discretion at any time without any obligation on the part of Crypto.com to give notice to you. Crypto.com may also waive credited bonuses where it has reasonable grounds to do so, even if all conditions set out above are met.

## **5 Retaining your Referral Bonus**

**5.1. Activity.** The Referred Customer(s) must maintain an Active Account for at least six months after the successful verification of the Crypto.com App account or until the end of the staking period, whichever comes later. [Legal3] Subject to these Terms, as well as any other circumstances which may occur from time to time, Crypto.com reserves the right, at its sole discretion, to classify as ineligible, and/ or retract any Referral Bonus(es) from, any Participant to the Offer.

**5.2. Taxes.** Referral bonuses may be taxable, depending on the country, state, and/ or local tax laws applicable to the Participant. Participants are solely responsible for reporting such items in their tax returns and paying any associated tax(es) and liabilities.

**5.3. Conduct.** Participants in the Offer must comply with all applicable national, federal, state and local laws, rules and regulations. Any distribution of your Referral Link that could

constitute unsolicited commercial, email or “spam” under any applicable law, rule or regulation is expressly prohibited and will be grounds for immediate termination of your Crypto.com App account, an exclusion from the Offer and the retraction of any previously paid Referral Bonus(es) to you and to your Referred Customers. Crypto.com reserves the right, at its sole discretion, to prohibit any customer from participating in any aspect of the Offer if Crypto.com deems or suspects that such customer has engaged in or has attempted to engage in any of the following:

- i. Acting in violation of these Offer Terms and Conditions;
- ii. Damaging, tampering with or corrupting the operation of the Offer or otherwise acting in a way that is reasonably likely to disparage Crypto.com or degrade Crypto.com’s reputation;
- iii. Acting with intent to annoy, harass, or abuse any other person;
- iv. Any inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or
- v. Any activity deemed by Crypto.com to be generally inconsistent with the intended operation of the Offer.

## **6 Prohibited Activities**

The Referrer will not, and will ensure that the Referred Customer(s) do(es) not perform any of the following activities:

- (a) Create or operate multiple Crypto.com App accounts.
- (a) Make, in the sole but reasonable discretion of Crypto.com, misleading, illegal or ineligible transactions for the sole purpose of generating Referral Bonus(es).
- (b) Register Crypto.com App account(s) on behalf of a third party.
- (c) Allow any third parties to publish the Referrer’s Referral Code on their websites, social media or disclose it in any other marketing materials by any other means.
- (d) Offer any additional incentives or rewards to the ones provided by the Offer to third parties to encourage them to apply for a Crypto.com App account.
- (e) Create or employ any mechanism(s) designed to generate Crypto.com App account registrations or populate the Referrer’s Referral Code artificially or automatically.
- (f) Register a Crypto.com App account using counterfeit, forged, imitated, stolen, invalid or otherwise altered identification documents.
- (g) Use, create or publish any material related to Crypto.com that may be deemed offensive, hateful, threatening, harmful, graphically violent, harassing, or discriminatory.
- (h) Portray Crypto.com or its customers in any way that will have a detrimental impact on its or their reputation.
- (i) Artificially attempt to generate any Referral Bonus(es) by use of deception or misrepresentation.
- (j) Commit, or attempt to commit, any fraudulent activity.
- (k) Make transactions that have no commercial purpose or are not for the personal benefit of the Crypto.com App account holder.

## **7 General Information**

Crypto.com, at its sole discretion, may refrain from paying any Referral Bonus(es) or retract any previously credited Referral Bonus(es) by deducting or debiting the equivalent amount of the paid Referral Bonus(es) from your Crypto.com App account, where there are reasonable grounds to suspect that the Referrer or the Referred Customer(s) concerned:

- i. is currently in possession of or has previously possessed another Crypto.com App account (either through a direct relationship or through a third-party) at the time of the Referral;
- ii. has performed or attempted to perform any Prohibited Activity, as defined in Section 6 of these Terms; or
- iii. is reasonably suspected to have been involved with illegal or abusive behavior and/or practices, and/or fraudulent activities or is otherwise in bad standing with Crypto.com.

## **8 Temporary or Permanent Closure of Referral Account**

Referral Bonus(es) will be credited to the applicable Crypto.com App account(s). If the applicable Crypto.com App account(s) is/ are closed (whether permanently or temporarily) for any reason, Crypto.com will be unable to pay the Referral Bonus(es). Crypto.com will not be liable for the payment of Referral Bonus(es) to any Crypto.com App account(s) that were reopened after the initial attempt to credit the Referral Bonus(es).

## **9 Liability**

**9.1. Release.** By participating in the Offer, Participants release Crypto.com, its relevant parent company, subsidiaries, affiliates, suppliers, advertising, and promotions agencies and their respective directors, officers, employees, and agents from any and all liability arising from any loss, harm, damages, cost, or expense, including without limitation, any property damages, personal injury and/or death, arising out of or in any way connected to the Offer and/or the use of any Offer rewards (including, without limitation, the Referral Bonus).

**9.2. Indemnification.** Participants agree to indemnify, defend, and hold Crypto.com, its affiliates, and its representatives, respective directors, officers, employees, and agents harmless from and against any and all third party claims, demands, liabilities, costs, or expenses, including attorney's fees and costs, arising from, or related to (a) any breach by the participant of any of these Offer Terms and Conditions; (b) Participant's use of the Offer and/or any Offer rewards; or (c) any violation by Participant of applicable laws, rules and regulations or the rights of any third party.

**9.3. Liability.** THE PARTIES AGREE THAT ANY CLAIMS AGAINST THE OTHER UNDER THESE TERMS MAY ONLY BE BROUGHT ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. NO COURT OR ADJUDICATOR MAY CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ANY RELIEF AWARDED TO ANY PARTICIPANT IN THE OFFER CANNOT AND MAY NOT AFFECT ANY OTHER PARTICIPANTS.

## **10 Termination**

The Offer is only valid for referrals and registrations made during the Campaign Period. Crypto.com reserves the right to end the Offer at any time at its sole discretion without providing any prior notice.

## **11 Privacy and personal data**

All information submitted by Participants and collected by Crypto.com in connection with Participant's entry will be subject to and will be treated in a manner consistent with Crypto.com Global Marketing Privacy Notice available at: <https://crypto.com/privacy/marketing>. By participating in the Giveaway, Participant hereby understands and agrees that Crypto.com may collect and use his or her personal information submitted with the entry, and acknowledges that he or she has read the Crypto.com Global Marketing Privacy Notice. The Participant understands and agrees that Crypto.com will process and use the information provided by the Participant for the purposes of prize draw & redemption, campaign administration, eligibility assessment and identity check. Crypto.com may share the Participant's personal information with relevant companies, third-parties and/or its affiliates for the purposes stated above. Crypto.com will notify the Participant if there is any suspected or known security incident involving the Participant's personal information, including any unauthorized access, modification or disclosure or misuse, interference or loss of personal information, and do all things necessary to address, or deal with, that incident. Crypto.com will notify the Participant if it receives a privacy related complaint or enquiry, or is subject to any assessment, investigation or other action involving the personal information. The Participant's personal information, whether in complete, incomplete, open-ended, erroneous and/or impractical form, will not be retained longer than necessary for the purposes stated above. You are not obliged to provide personal information, but kindly note that without your personal information we may not be able to perform the provisions stipulated in this Terms and Conditions. Please contact our DPO via email at [dpo@crypto.com](mailto:dpo@crypto.com) if you have any issue regarding any privacy rights. Among other things, the information Participants provide may be used for sending Participants company updates and announcements about Crypto.com and its products and/or services in accordance with the requirements of relevant and applicable data protection laws, including but not limited to the Privacy Act 1988 (Cth).

## **12 Disclaimer of Warranties**

Participants expressly understand and agree that:

(a) Your use of the Offer is at your sole risk, the Offer is provided on an "as is" and "as available" basis and Crypto.com expressly disclaims all warranties, conditions and terms (collectively, "promises") of any kind, whether express or implied by statute, common law or custom, including, but not limited to, promises as to products or services offered through the use of the Offer, implied promises of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement;

(b) Crypto.com makes and gives no promise that:

(i) the Offer will meet your requirements,

(ii) be uninterrupted, timely, secure, or error-free,

(iii) the results obtained from the use of the Offer will be accurate or reliable,

(iv) the quality of any products, services, information, or other material obtained by you through the Offer will meet your expectations, and

(v) any errors in the service will be corrected.

(c) Any material downloaded or otherwise obtained through the use of the Offer is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from the download or use of any such material.

(d) Nothing contained herein shall constitute a solicitation, recommendation, endorsement, or offer by Crypto.com to invest, buy or sell any digital assets. Returns on the buying and selling of digital assets may be subject to tax in your jurisdiction. Past performance is not a guarantee or predictor of future performance. The value of digital assets can go down as well as up. When assessing a digital asset it's essential for you to do your own research and due diligence to make the best possible judgement as any purchases shall be your sole responsibility.

## **13 Miscellaneous**

13.1 **Amendment.** These Terms may from time to time be updated or amended without prior notice. Such updated Terms as posted will take effect immediately unless otherwise indicated. You should regularly check the Crypto.com App and Site to inform yourself of any such changes. In addition, we may at any time change, add or remove any feature of the Offer without prior notice. By continuing to use the Offer after any such changes have taken effect, you are indicating your acceptance of the updated or amended Terms as well as your acceptance of the updated Offer. If you do not wish to be bound by any changes or amendments to these Terms then you should stop using and/or participating in the Offer immediately.

13.2 **Transfer.** These Terms, and any rights and obligations and licences granted hereunder, are limited, revocable, non-exclusive and personal to you and therefore may not be transferred, assigned or delegated by you to any third-party without our written consent, but may be transferred, assigned or delegated by us without notice and restriction, including without limitation to any of the entities within the Crypto.com group. Any attempted transfer or assignment in violation hereof shall be null and void.

13.3 **Severability.** If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any Applicable Laws.

## **14 Disclaimer**

The Offer and nothing else contained herein shall constitute a solicitation, recommendation, endorsement, or offer by Crypto.com to invest, buy or sell any digital assets. Returns on the buying and selling of digital assets may be subject to tax in your jurisdiction. Past performance is not a guarantee or predictor of future performance. The value of digital assets can go down as well as up. When assessing a digital asset it's essential for you to do your own research and due diligence to make the best possible judgement as any purchases shall be your sole responsibility.