

## REWARDS PROGRAM Terms and Conditions

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If you are a user based in Brazil, the following Terms and Conditions apply to you: [https://crypto.com/document/rewards\\_program\\_rules\\_br](https://crypto.com/document/rewards_program_rules_br). Please refer to the Terms and Conditions in the said link instead of the Terms and Conditions below.

Se você for um usuário residente no Brasil, serão aplicáveis a você as seguintes Regras do Programa de Recompensas: [https://crypto.com/document/rewards\\_program\\_rules\\_br](https://crypto.com/document/rewards_program_rules_br). Consulte os termos contidos no referido link ao invés dos termos abaixo.

If you are a user based in Canada, the Crypto.com App and Web Terms and Conditions apply to you: [https://crypto.com/document/entity\\_canada](https://crypto.com/document/entity_canada). Please refer to the Crypto.com App and Web Terms and Conditions instead of the Terms and Conditions below.

Si vous êtes un utilisateur basé au Canada, les Conditions générales de l'application et du site web Crypto.com s'appliquent à vous : [https://crypto.com/document/entity\\_canada\\_fr](https://crypto.com/document/entity_canada_fr). Veuillez consulter les Conditions générales de l'application et du site web Crypto.com plutôt que les Conditions générales ci-dessous.

By entering or participating, each Participant acknowledges and understands it shall comply with the Rules and the decisions of Crypto.com (defined below and includes “we” or “us”), which are final and binding in all respects.

### 1. General Provisions

#### 1.1. Definitions and Interpretation

- “**Affiliate**” has the same meaning as the same term in the Crypto.com App terms and conditions.
- “**Crypto.com**” means the Relevant Entity.
- “**Comeback Bonus**” is a Mission that selected existing Crypto.com users can complete in order to earn Rewards.
- “**Diamonds**” are reward points created by Crypto.com, awarded by Crypto.com to the Participant for completed Missions in its discretion, and which a Participant may use in order to be eligible for and redeem for Rewards made available on the Crypto.com App for Missions pursuant to the Rules applicable to Missions.
- “**Mission(s)**” refer to activities, tasks, or actions that a Participant must undertake on the Crypto.com App in order to be eligible for Diamonds and/or Rewards, including unlocking badges on the Crypto.com App, which can be redeemed for specified Rewards as shown in the Crypto.com App and pursuant to the Rules.
- “**Participant**” means an eligible individual who participates in the Rewards Program in accordance with the Rules.
- “**Rewards Program FAQs**” means the applicable FAQs published on the websites of Crypto.com regarding all aspects of our Rewards Program that can be found: [here](#).
- “**Relevant Entity**” is as defined in Section 1.4.

- **“Reward(s)”** refers to any benefit in any form that the Participant may receive from Crypto.com for completing Missions, completing tasks relating to the Welcome Bonus or Comeback Bonus, or meeting certain criteria for Rewards+ in accordance with the Rules.
- **“Rewards+”** refers to the activities that a Participant must undertake on the Crypto.com App in order to be eligible to receive specified Rewards from Crypto.com as described in the Rules relating specifically to Rewards+.
- **“Rewards Program”** means Missions, Welcome Bonus, Comeback Bonus, Rewards+, and any other rewards-based incentive program that we may introduce from time to time (which will be included in the Rewards Program FAQs and these Rewards Program Terms and Conditions) .
- **“Rewards Program Terms and Conditions”** means the terms and conditions contained herein.
- **“Rules”** means the Rewards Program Terms and Conditions and the Rewards Program FAQs as well as any other requirements specified by Crypto.com with respect to the Rewards Program.
- **“Welcome Bonus”** is a Mission exclusively for eligible new users that gives new users a chance to earn Rewards.

**1.2. Description of Rewards Program.** The Rewards Program is a promotional program whereby Participants can receive rewards, in Crypto.com’s sole discretion and as a gratuity, for completing specified activities on the Crypto.com App under specified conditions as described in the Rules.

**1.3. Contractual Agreement.** These Rewards Program Terms and Conditions, and any others referenced or incorporated herein, constitute a legally binding contract between you and the Relevant Entity. By participating in the Rewards Program, you are entering into a binding contract and shall be deemed to have expressly read, understood, and agreed to be bound by these Rewards Program Terms and Conditions in addition to the Crypto.com App terms and conditions (**“Crypto.com App T&Cs”**), and Rewards Program FAQs, applicable to your jurisdiction, which you accepted to gain access to the Crypto.com App and which are available in the same. Unless otherwise stated, defined terms used in the Rewards Program Terms and Conditions shall have the same meanings given to them in the Crypto.com App T&Cs. In the event of any inconsistency between the Crypto.com App T&Cs and these Rewards Program Terms and Conditions with respect to the Rewards Program, these Rewards Program Terms and Conditions shall prevail, except for aspects relating to the Crypto.com App T&Cs, in which case the Crypto.com App T&Cs shall control. You hereby represent and warrant that by participating in the Rewards Program, you are not in violation of any applicable laws in your jurisdiction of residence.

**Amendments.** Crypto.com reserves the right to amend, modify, replace or remove the Rewards Program and Rewards at its discretion.

**1.4.** For the latest list of Missions, Welcome Bonus, Comeback Bonus, Rewards+ criteria, and Rewards, please click Rewards Program FAQs [here](#).

**1.5. Relevant Entity.** The legal entity that provides you with the Crypto.com App Services will conduct the Rewards Program substantially as described in the Rules. By participating in the Rewards Program, you acknowledge that you shall comply with the Rules and the Crypto.com App T&Cs and the decisions of Crypto.com, which are final and binding in all respects. Throughout these Rewards Program Terms and Conditions, references to “Crypto.com”, “we”, “us” and “our” mean the Relevant Entity, as applicable.

**2. Eligibility.** To be eligible for the Rewards Program, you must:

- Be an existing Crypto.com App user in compliance with the Crypto.com App T&Cs;
- Have a Crypto.com App account that is not suspended, restricted, terminated or otherwise;
- Be eighteen (18) years of age or older, or the minimum age required in your jurisdiction of residence to have the necessary legal capacity, right, power and authority to accept these terms of the Rewards Program;
- For Rewards+, be located in, under the jurisdiction of or a national or resident of any of the countries, states and jurisdictions listed [here](#);
- For Welcome Bonus and Comeback Bonus, be located in, under the jurisdiction of or a national or resident of any of the countries, states and jurisdictions listed [here](#) and [here](#).
- Be eligible based on any criteria specified in the Rewards Program FAQs;
- Not be subject to any sanctions imposed by any government, including without limitation those imposed by the United Nations, the European Union, any EU country, the UK Treasury, or the U.S. Office of Foreign Assets Control; and
- Read, understand, and agree the relevant Privacy Notice and Cookie Policy as applicable to you in your jurisdiction, as may be updated from time to time

Without limiting any of our rights here, your eligibility to participate in the Rewards Program is at all times subject to your continuing compliance with these Terms and the foregoing eligibility criteria.

Notwithstanding your meeting the eligibility criteria above, we reserve the right to refuse your ability to participate in the Rewards Program, or to suspend or terminate your participation in the Rewards Program at any time in our sole discretion. Further we reserve the right to change the eligibility criteria at any time. If we become aware that you are ineligible or otherwise determine that you are in violation of the Rules or any applicable terms and conditions, Crypto.com may ban you from using any of our or our Affiliates' products and services. In addition to the other rights set forth herein and to those that may be available to us, you agree that you will indemnify and hold harmless Crypto.com and its Affiliates from any legal or monetary consequences that arise from any unauthorized participation.

**3. Your Participation**

- Participants may only use their own Crypto.com App account to participate in this Rewards Program.
- Participants cannot transfer Diamonds to any other person.
- Participants do not have the right to substitute Rewards for another Reward(s).
- Participants understand that they shall be bound by the Rules and by the interpretation of the Rules by Crypto.com and by the decisions of Crypto.com, which are final and binding in all respects; and
- Participants understand their participation in the Rewards Program shall be conditioned on its compliance with any and all applicable laws.
- Receiving the Rewards is contingent upon fulfilling all requirements set forth in the Rules and all rewards are provided solely in Crypto.com's discretion as gratuities.

## 4. Rewards

**4.1. Limits on Rewards.** If for any reason the Rewards, or any part of a Reward, is unavailable or a Reward or related event is delayed, cancelled or postponed, or for any other reason, Crypto.com reserves the right to modify the Rewards Program in its sole discretion and award a substitute Reward, or portion of a Reward, of comparable or greater value as set forth in the Rules. No substitution, transfer, assignment or cash equivalent of the Reward, or any portion thereof, is permitted by the Participant. Crypto.com and its Affiliates shall have no responsibility or obligation to a Participant who is unable or unavailable to, or who does not for any reason, accept or utilize a Reward. All costs and expenses not specifically listed above as part of the Reward are solely the Participant's responsibility. The Rewards are provided on an "as is" basis. Participants acknowledge that Crypto.com and its Affiliates have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Rewards, including any implied warranty of merchantability of fitness for a particular purpose. Any Rewards pictured in advertising or Rewards Program materials (other than the Rewards Program FAQs) are for illustrative purposes only.

**4.2. Tax Obligations.** The value of the Reward may be taxable to the Participant as income. All federal/national, state/provincial, and local tax liability, and any other costs and expenses associated with acceptance or use of the Reward not specifically provided for in the Rules are solely the Participant's responsibility (regardless of whether the Reward, in whole or in part, is used).

## 5. Liability Release and Indemnity

THE REWARDS ARE OFFERED AND PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY CRYPTO.COM OR ANY AFFILIATE, EITHER EXPRESS OR IMPLIED. IN NO EVENT WILL CRYPTO.COM OR ANY AFFILIATED ENTITY BE LIABLE TO THE PARTICIPANT FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPANT'S PARTICIPATION IN THE REWARDS PROGRAM, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT CRYPTO.COM AND/OR OTHER AFFILIATED ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

By entering the Rewards Program, the Participant agrees to indemnify, defend, and hold harmless, Crypto.com and its affiliated entities from any and all liability, for any claims, damages, injuries or losses of any kind, and to release all rights to bring any claim, action or proceeding arising out of, in connection with, or relating to, (i) participation in the Rewards Program, (ii) without limitation, death, or property damage, arising directly or indirectly from the acceptance, possession, misuse or use of the Rewards, (iii) defamation, violation of publicity rights, or invasion of privacy in connection with the Rewards Program or acceptance and use of the Reward, and (iv) copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Rewards Program, the Reward, or Crypto.com's advertising and marketing related to the Rewards Program, Participants, in all cases, including but not limited to: (a) unauthorized human intervention in the Rewards Program; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the

Rewards Program or the Missions; or (f) injury or damage to persons or property (including to any computer or mobile device systems resulting from participation in or accessing or downloading information in connection with the Rewards Program), which may be caused, directly or indirectly, in whole or in part, from the Participant's participation in the Rewards Program or receipt or use of any Reward. Participant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in the Rewards Program, or the acceptance, receipt, or use of the Reward and/or any Reward component. Participant further agrees that in any cause of action, Crypto.com and/or its affiliated entities' liability will be limited to the value of the Reward, and in no event shall any affiliated entities be liable for attorney's fees.

Crypto.com reserves the right in its sole discretion to disqualify any Participant it suspects or finds (i) to have acted dishonestly, fraudulently or otherwise in bad faith in completion of applicable activities (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring Crypto.com or its affiliated entities into disgrace and/or disrepute; (iv) to have provided inaccurate information on any legal documents submitted in connection with the Rewards Program; (v) used profanity, racial slurs, foul language or comments that may be deemed as an attack on Crypto.com, its affiliated entities or other persons; or (vi) to be acting in violation of the Rules.

ANY VIOLATION OF THE RULES BY A PARTICIPANT WILL RESULT IN SUCH PARTICIPANT'S DISQUALIFICATION AND ALL PRIVILEGES AS A PARTICIPANT WILL BE IMMEDIATELY TERMINATED.

## **6. General Terms**

**6.1. Disruptions.** Crypto.com and/or its affiliated entities are not responsible if the Rewards Program cannot take place, or if the Diamonds and/or Rewards cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of Crypto.com and/or their affiliated entities. If, for any reason the Rewards Program is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Crypto.com and/or their affiliated entities, which, in Crypto.com's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Rewards Program, Crypto.com reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Rewards Program or any part of the Rewards Program. If the Rewards Program or any part of the Rewards Program is terminated or modified prior to the closing of the Rewards Program or any applicable deadline related to the Rewards Program or any of its iterations, notice will be posted on Crypto.com. Crypto.com reserves the right to modify and amend the Rules from time to time.

**6.2. Misconduct.** ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE REWARDS PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, CRYPTO.COM RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**6.3. Severability and Survival.** The invalidity or unenforceability of any provision of the Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. All provisions of the



Rewards Program Terms and Conditions, which by their nature extend beyond its termination, including, without limitation, provisions pertaining to suspension and termination, shall survive such termination.

- 6.4. Waiver.** Crypto.com's failure to enforce any term of the Rules will not constitute a waiver of that term or any other provision of the Rules. The Participant agrees to waive any rights to claim ambiguity of the Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the Rules or any provision hereof.
- 6.5. Assignment, Delegation, or Transfer.** You may not assign, delegate, or transfer any rights or obligations under the Rewards Program Terms and Conditions without our prior written consent. Any such attempted assignment, delegation, or transfer shall be null and void. We reserve the right to assign, delegate or transfer the Rewards Program Terms and Conditions or our rights and/or obligations hereunder without restriction, including without limitation to Affiliates, or to any successor in interest of any business associated with the Crypto.com App.
- 6.6. Third Party Rights.** Other than the Affiliates of Crypto.com, a person who is not a party to this Rewards Programs Terms and Conditions shall have no rights hereunder.
- 6.7. Relationship.** Crypto.com is not your trustee, investment advisor, or fiduciary. By providing the Rewards Program, Crypto.com does not become a trustee, investment advisor, or form any sort of fiduciary relationship with you. We have no trust or other obligations with respect of your Digital Assets other than those expressly specified in the Rewards Program Terms and Conditions.
- 6.8. Entire Agreement.** The Rules (together with the Rules, Privacy Notice, and Cookie Policy) represents the entire agreement between you and us with respect to the Rewards Program and supersedes all prior representations, understandings, agreements, or communications between you and us, whether written or verbal.
- 6.9. Amendments.** We may amend or modify the Rules from time to time by posting the updated Rewards Program Terms and Conditions on the Crypto.com App or in accordance with the App T&Cs and such amendment or modification shall take effect immediately. Your continued use of the Crypto.com App constitutes your acceptance of the updated Rewards Program Terms and Conditions; if you do not agree with the updated Rewards Program Terms and Conditions, your sole and exclusive remedies are to discontinue participation in the Rewards Program.

## **7. Privacy**

- 7.1.** All information provided by the Participant and collected by Crypto.com in connection with Participant's participation in the Rewards Program will be subject to and will be treated in a manner consistent with Crypto.com's Privacy Notice as applicable in your jurisdiction. By participating in the Rewards Program, the Participant hereby agrees that Crypto.com may collect and use his or her personal information provided, and acknowledges that he or she has read and accepted the Crypto.com Privacy Notice. Among other things, the information that the Participant provides may be used for sending the Participants company updates and announcements about Crypto.com and its products and/or services.
- 7.2.** In the event there is a discrepancy or inconsistency between, on the one hand, disclosures or other statements contained in the privacy policy or terms of use on a website and/or the terms and conditions of various products, services and features which we offer (excluding the Rewards Program), and on the other hand, the Rules, the Rules shall

prevail, govern and control with respect to the Rewards Program and the discrepancy will be resolved in Crypto.com's sole and absolute discretion.

## **8. Governing Law and Dispute Resolution**

- 8.1.** These Terms are governed by and shall be construed and take effect in accordance with the "Governing Law and Jurisdiction" clause of the App T&Cs as applicable to you in your jurisdiction.
- 8.2.** Any dispute, controversy or claim, whether contractual or non-contractual, arising out of or in connection with these Rules, or the breach, termination or invalidity thereof, or any other issue which shall arise in virtue of these Rules, shall be governed by the "Governing Law and Jurisdiction" clause of the App T&Cs as applicable to you in your jurisdiction.

- 9. Force Majeure.** We shall not be liable for any delay, error, interruption, or failure to perform any obligation under the Rewards Program Terms and Conditions where the delay or failure is directly or indirectly resulting from any cause beyond our control including, but not limited to (i) acts of God, nature, court, or government; (ii) failure or interruption in private or public telecommunications networks, communication channels, or information systems; (iii) acts or omissions of a party for whom we are not responsible; iv) delay, failure, interruption in, or unavailability of third-party services and sites; (v) strikes, lockouts, labor disputes, war, terrorist acts, or riots; and (vi) viruses, malware, other malicious computer code, or the hacking of any part of the App. You understand and agree that your use of the App is at your own risk. This section is not exhaustive and does not disclose all the risks associated with Digital Assets and the use of our products and services. You should carefully consider whether such use is suitable for you in light of your circumstances and financial resources.

- 10. Legal and Regulatory Disclosure.** The regulatory status of Digital Assets is currently unsettled, varies among jurisdictions, and is subject to significant uncertainty. It is possible that in the future, certain laws, regulations, policies, or rules relating to Digital Assets, blockchain technology, or blockchain applications may be implemented which would directly or indirectly affect or restrict the services that we provide to you.

YOU ARE RESPONSIBLE FOR DETERMINING WHETHER THE USE OF THE CRYPTO.COM APP AND PARTICIPATION IN THE REWARDS PROGRAM AND ANY OF OUR RELATED SERVICES IS LEGAL IN YOUR JURISDICTION AND YOU SHALL NOT USE THEM SHOULD SUCH USE BE ILLEGAL IN YOUR JURISDICTION. IF YOU ARE UNCERTAIN, PLEASE SEEK INDEPENDENT LEGAL ADVICE.

We may be forced to suspend, discontinue, or to change aspects of the Rewards Program and any of our services in any jurisdictions without notice and for whatever reason if demanded by regulatory authorities.