

Terms and Conditions of *CoinGate Christmas Wheel of Fortune* game

IMPORTANT! PLEASE READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT SHALL BECOME LEGALLY BINDING TO YOU UPON MARKING THE RELEVANT CHECKBOX AND PRESSING “SPIN IT!” BUTTON. IF THERE IS ANYTHING IN THIS DOCUMENT WHICH YOU DO NOT UNDERSTAND, PLEASE CONTACT US. IF THERE IS ANYTHING IN THIS DOCUMENT WITH WHICH YOU DO NOT AGREE, PLEASE DO NOT MARK THE RELEVANT CHECKBOX AND DO NOT PRESS “SPIN IT!” BUTTON.

This document (hereinafter referred to as “**Terms**”) constitutes conditions for participation in *CoinGate Christmas Wheel of Fortune* (as defined below in section 2. “Definitions”).

The Terms explain conditions under which you are participating in *CoinGate Christmas Wheel of Fortune*. Marking the relevant checkbox and pressing the button “Spin it!” serves as proof that you have read these Terms as well as agree to all the clauses of these Terms and undertake to adhere to them.

The Terms, which are currently in force, are always available on the Website. We urge you to make a copy of the text of these Terms for future reference.

The AML/CTF Policy and the Privacy Policy are deemed to form part of these Terms. You can access those documents here: the [AML/CTF Policy](#) and the [Privacy Policy](#). Please read these documents carefully.

1. About Us

- 1.1. **UAB “Decentralized”** is a private limited liability company organized and existing under the laws of the Republic of Lithuania, legal entity code 303423510, registered office address at A. Goštauto str. 8-331, LT-01108, Vilnius, the Republic of Lithuania (hereinafter referred to in this document as “**Company**”, “**we**” or “**us**”).
- 1.2. The Company organizes *CoinGate Christmas Wheel of Fortune* and provides you with a possibility to participate in it.

2. Definitions

The definitions set out in this section shall apply in these Terms as follows:

- 2.1. **AML/CTF Policy** means the document that sets out the main principles and guidelines towards the Company’s AML/CTF approach.
- 2.2. **AML/CTF** means anti-money laundering and counter-terrorism financing.
- 2.3. **Business Day** means a day, indicated on our Website.
- 2.4. **CoinGate Christmas Wheel of Fortune** means our promotion campaign, where persons that buy goods and/or services from Merchants for Virtual Assets and pay through *CoinGate* payment method, or buy Gift Cards offered by *CoinGate* for Virtual Assets and pay using *CoinGate* payment method, can participate in a game and spin virtual wheel to win various prizes.
- 2.5. **Fiat** means a currency which in accordance with valid laws is legal tender.
- 2.6. **Gift Card** means a *CoinGate* offered virtual gift card, represented by a unique code/identifier, entitling the holder to obtain goods and/or services in a particular amount or value from a relevant Merchant.

- 2.7. **You** means you - a natural person who participates in *CoinGate Christmas Wheel of Fortune*;
- 2.8. **Merchant** means a natural or a legal person that offers products and/or services for sale in Virtual Assets for business purposes or *bona fide* charitable organizations that accept donations in Virtual Assets.
- 2.9. **Party** or **Parties** individually means any of us (you or us) and together means you and us.
- 2.10. **Privacy Policy** means the document that sets out the main provisions of how, when and under what conditions we process your personal data.
- 2.11. **Terms** means this document and all annexes thereof under which the Parties agree on the terms and conditions for your participation in *CoinGate Christmas Wheel of Fortune*. In case other agreements are concluded between you and the Company with respect to your participation in *CoinGate Christmas Wheel of Fortune* after these Terms are concluded, those subsequent agreements shall be considered as an integral part of these Terms.
- 2.12. **Virtual Asset** (also known as cryptocurrency, virtual currency, digital currency) means a digital representation of value that can be digitally traded, or transferred, and can be used for payment or investment purposes. Virtual assets do not include digital representations of fiat currencies, securities and other corresponding financial assets.
- 2.13. **Website** means our website coingate.com including all its sub-domains.

In these Terms:

- A. a singular word includes the plural and vice versa;
- B. a word which suggests one gender includes the other gender;
- C. if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- D. a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- E. a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- F. a reference to 'day' or 'month' means calendar day or month;
- G. words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation"

3. Your Obligations

- 3.1. Your obligations:
- A. to act in good faith and adhere to these Terms as well as other terms and conditions governing participation in *CoinGate Christmas Wheel of Fortune*;
 - B. where prize won is related to the certain Merchant, to get acquainted with and adhere to the terms and conditions presented by the relevant Merchant and applicable to a relevant prize won through *CoinGate Christmas Wheel of Fortune*;

- C. when requested, to provide us with information, documents and data which is accurate, correct, up to date, not misleading and free of viruses or other computer programs or files that could interfere with normal functioning of our systems and/or related applications;
- D. to promptly notify us of any problems encountered during the participation in *CoinGate Christmas Wheel of Fortune*;
- E. to take all reasonable measures necessary to prevent illegal disclosure, appropriation, or use of your data related to participation in *CoinGate Christmas Wheel of Fortune*;
- F. at all times to comply with all applicable laws and regulations.

4. Eligibility

- 4.1. You are permitted to participate in *CoinGate Christmas Wheel of Fortune* if you comply with all the following criteria:
 - A. you have the capacity to enter into and be bound by these Terms and any other document related thereto;
 - B. in case of legal representation, you are duly authorized to participate in *CoinGate Christmas Wheel of Fortune* based on these Terms on behalf of the person you are representing;
 - C. you are of the age of full legal capacity;
 - D. you have provided accurate and complete information and documents requested by us;
 - E. you do not use / intend to use a prize won through *CoinGate Christmas Wheel of Fortune* for anything that is unlawful, malicious or may hurt our reputation or otherwise pose any threat to us;
 - F. at all times you comply with the Terms as well as all applicable laws and regulations.

5. Representations and Warranties

- 5.1. By accepting these Terms, you:
 - A. confirm that you are eligible to participate in *CoinGate Christmas Wheel of Fortune* by complying with criteria listed in section 4;
 - B. confirm that you have read, understood and agree with these Terms;
 - C. commit to be bound by these Terms;
 - D. agree and acknowledge that any and all actions performed by you while participating in *CoinGate Christmas Wheel of Fortune* shall be valid and causing the same legal effects as the actions formalized by a paper document signed by you;
 - E. agree and acknowledge that prizes you win through *CoinGate Christmas Wheel of Fortune* is for your personal use only (including for the purposes as a gift to a third person) and you will not resell them or otherwise engage in commercial activity for offering/trading your prizes won to third parties;
 - F. confirm and understand that we do not exchange, redeem, refund or otherwise take back prizes won through *CoinGate Christmas Wheel of Fortune* for Fiat, Virtual Asset, Gift Cards or otherwise;

- G. understand that you are solely responsible for determining the suitability, risks and appropriateness of prizes won;
 - H. confirm that any Virtual Asset you spent through *CoinGate* payment method in order to participate in *CoinGate Christmas Wheel of Fortune* is owned by you and is derived from legitimate sources;
 - I. confirm and understand legal requirements vary worldwide, and it is your responsibility to make sure that you comply with any and all local regulations, directives, restrictions and laws in your local place of residence before participating in *CoinGate Christmas Wheel of Fortune*;
 - J. confirm that your participation in *CoinGate Christmas Wheel of Fortune* does not violate any applicable laws or regulations of any jurisdiction that applies to you.
- 5.2. By accepting these Terms, you represent and warrant that all of the above is true and accurate on the day of acceptance of these Terms and will remain so during your participation in *CoinGate Christmas Wheel of Fortune*.
- 5.3. For the avoidance of doubt, representations and warranties are personal statements or assurances given by you which we will rely on when we allow you to participate in *CoinGate Christmas Wheel of Fortune*.
- 5.4. We do not warrant that prizes won through *CoinGate Christmas Wheel of Fortune* will be free from defects, continuously available or error free, or that defects will be corrected in a timely manner or at all. Consequently, you agree and accept that all prizes and all related information are provided on an “as is” and “as available” basis without warranty of any kind, express or implied.
- 5.5. We do not warrant that the prizes won in *CoinGate Christmas Wheel of Fortune* will meet your expectations. Where prize won is related to the certain Merchant, any relations regarding use/withdrawal/redemption of any such prize won through *CoinGate Christmas Wheel of Fortune* are exclusively between you and the relevant Merchant as well as all complaints regarding use/withdrawal/redemption of any such prize won through *CoinGate Christmas Wheel of Fortune* shall be directed exclusively to the relevant Merchant only.
- 5.6. We do not exchange, redeem, refund or otherwise take back prizes won through *CoinGate Christmas Wheel of Fortune* for Fiat, Virtual Assets, Gift Cards or otherwise.
- 5.7. To the fullest extent permissible by law, we make no representations, warranties or conditions of any kind, express or implied, with respect to any prize or any purchases made with the prizes won, including without limitation, any express or implied warranty of fitness for a particular purpose, title, or non-infringement, or any warranty arising by usage of trade, course of dealing, or course of performance.

6. Participation in *CoinGate Christmas Wheel of Fortune*

- 6.1. *CoinGate Christmas Wheel of Fortune* is being organized (and you can participate) between December 1st and December 19th of 2021.
- 6.2. In order to be invited to participate in *CoinGate Christmas Wheel of Fortune* you have to:
- 6.2.1. buy any good and/or service from Merchants (that participate in *CoinGate Christmas Wheel of Fortune*) for Virtual Assets and pay through *CoinGate* payment method; or

- 6.2.2. buy any Gift Card offered by *CoinGate* for Virtual Assets and pay using *CoinGate* payment method.
- 6.3. In either case (6.2.1 and 6.2.2) you must to indicate where invoice for goods and/or services and/or Gift Cards should be sent – in order for you to be able to participate in *CoinGate Christmas Wheel of Fortune* you must specify your e-mail address.
- 6.4. Together with the invoice (clause 6.3), you should receive an invitation to participate in *CoinGate Christmas Wheel of Fortune*.
- 6.5. If you press on invitation (clause 6.4), you will be redirected to *CoinGate Christmas Wheel of Fortune* online page.
- 6.6. On *CoinGate Christmas Wheel of Fortune* online page (clause 6.5) you will be able to mark the relevant checkbox and press “Spin it!” button – by marking the relevant checkbox and pressing this button you accept these Terms (including confirm that you meet all the requirements set out in the Terms to participate in *CoinGate Christmas Wheel of Fortune*) and participate in *CoinGate Christmas Wheel of Fortune*. If we, in our absolute sole discretion, conclude that you are not eligible or otherwise not desirable to participate in *CoinGate Christmas Wheel of Fortune*, we may at any time and without specifying any reasons reject you from participation in *CoinGate Christmas Wheel of Fortune* and/or make withdrawal/redemption of the prize won unavailable.
- 6.7. Once “Spin it!” button (clause 6.6) is pressed, you immediately see what prize you just have won. There are various prizes and there are various chances to win those prizes.
- 6.8. All prizes (their value) won must be withdrawn/redeemed by 31 December 2021. If you miss this deadline, you may not be able to withdraw/redeem your prize (or remaining value of it) and all responsibility for that lies with you only.
- 6.9. If a prize won is Virtual Asset, then you understand and acknowledge (and commit to comply) that withdrawal of such your prize won is subject to the satisfactory completion of the following conditions: i) registration within *CoinGate* system in a manner requested by us, ii) specification of your Virtual Asset wallet address, where the prize has to be transferred, iii) completion of other reasonable requests provided by us. You shall bear all the risks related to withdrawal of such prize won e. g. provision to us of incorrect or inappropriate your Virtual Asset wallet address and our subsequent use of it to transfer a prize to you. You shall also understand and agree that such your prize won will be transferred to you only through our single payment to Virtual Asset wallet address specified by you by transferring the whole prize at once.
- 6.10. All risks related to the participation in *CoinGate Christmas Wheel of Fortune* will be your sole responsibility. Where prize won is related to the certain Merchant, any relations regarding use/withdrawal/redemption of any such prize won through *CoinGate Christmas Wheel of Fortune* are between you and the relevant Merchant as well as all complaints regarding use/withdrawal/redemption of any such prize won through *CoinGate Christmas Wheel of Fortune* shall be directed to the relevant Merchant only.

7. AML/CTF Requirements

- 7.1. We seek to comply with all relevant legal requirements in the field of AML/CTF. For the purposes of *know-your-customer*, it may be necessary for us to obtain from you and retain the required documents, information and data confirming your identity or any other relevant documents and/or information.

- 7.2. Upon our request, you must submit to us the required information and documents. We shall have the right to take other legitimate measures for the purpose of identification and risk assessment of you. Failure to submit required information and/or documents or provision of incorrect or incomplete information and documents, or failure to comply with our other instructions will result in rejection of you from participation in *CoinGate Christmas Wheel of Fortune* and/or unavailability to withdraw/redeem the prize won.
- 7.3. We shall have the right to demand from you any documents and/or information to the extent necessary for us to adequately fulfill the requirements of relevant legal acts in the field of AML/CTF.
- 7.4. We shall have the right to reject you from participation in *CoinGate Christmas Wheel of Fortune* and/or make withdrawal/redemption of the prize won unavailable if you do not submit to us or avoid, or refuse to submit to us the requested documents and/or information, or conceal the requested documents and/or information, or provide incorrect or incomplete requested information, or otherwise fail to comply with any other instructions we give.
- 7.5. We shall have the right to verify the information provided by you using reliable and independent sources of information and other lawful methods.
- 7.6. If according to this section we reject you from participation in *CoinGate Christmas Wheel of Fortune* and/or make withdrawal/redemption of the prize won unavailable, we shall not be liable to you for any default on any obligations and/or for any damages or losses sustained by you.
- 7.7. We shall have a general duty to report any suspicious activity identified to the relevant authorities as well as other reporting duties deriving from relevant legal acts. We shall not be liable to you for the execution of such duties.
- 7.8. We shall be entitled to reject you at any time from participation in *CoinGate Christmas Wheel of Fortune* and/or make withdrawal/redemption of the prize won unavailable, if we determine that you expose us to a money laundering and/or terrorist financing risk which is unacceptable.

8. Prohibited Use

- 8.1. It is strictly prohibited to participate in *CoinGate Christmas Wheel of Fortune* and use any of the prizes won through *CoinGate Christmas Wheel of Fortune* for any of the following:
 - A. otherwise than for your personal use (including for the purposes as a gift to a third person). For example, you are prohibited from reselling your prizes won or otherwise engaging in commercial activity for offering/trading your prizes won to third parties;
 - B. to conduct or engage in any illegal or unlawful activity;
 - C. to hide or disguise the proceeds of any illegal or unlawful activity;
 - D. to engage in any fraudulent or malicious activity;
 - E. to conduct or engage in activity in a way that we reasonably believe might harm our ability to engage in our activity;
 - F. to engage in any other use or activity that breaches these Terms or is not in conformity with sustainable activities of the Company, ensuring human rights, transparency, gender equality, moral and ethics, or other activity deemed unacceptable by the Company.
- 8.2. We reserve the right, without any prior notice or explanation, to refuse any person from participation in *CoinGate Christmas Wheel of Fortune* and/or make withdrawal/redemption of the

prize won unavailable, if we have a reasonable doubt that the activity being carried out by you is in violation any of the prohibitions specified in this section.

9. Security

- 9.1. It is your sole responsibility to keep the unique data constituting the prize won by you safe. If you pass on the unique data constituting the prize won to any third party, lose them or such data becomes otherwise accessible to any third party, you are fully responsible for any possible adverse consequences.
- 9.2. We are not responsible if your prize won is lost, stolen, destroyed, or if your prize won is used without your permission.
- 9.3. We are not responsible for, and assume no liability to you for, any unlawful conduct or fraud by any third party associated with your participation in *CoinGate Christmas Wheel of Fortune* and any prize you won.
- 9.4. More tips and recommendations on security issues can be found on our and/or respective Merchants' websites.

10. Development and Modification of Our Software

- 10.1. We reserve the right to exercise our discretion at any time to develop, improve, and otherwise modify our Website and/or the applications comprising our systems or other programs related to *CoinGate Christmas Wheel of Fortune*, the functions and functionality of our Website and/or *CoinGate Christmas Wheel of Fortune*, including, but not limited to: procedure for participation in *CoinGate Christmas Wheel of Fortune*, etc. If needed and possible, at our discretion we will publish information about the changes indicated in this clause on the Website. We assume no responsibility for any losses and inconveniences to you and/or any third parties, which may be sustained as a result of exercising our right indicated in this clause, or we are released from such responsibility.

11. Intellectual Property

- 11.1. You shall acknowledge and agree that the participation in *CoinGate Christmas Wheel of Fortune* may provide you with access to various documents, processes, software and other technologies and materials, to which the Company and/or one or more third parties related with the Company holds all intellectual property rights, including (a) copyrights, rights affording protection similar to copyright, rights in databases, patents and rights in inventions, trademarks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information, including under marketing legislation; (b) all other rights having equivalent or similar effect in any country or jurisdiction in the world (collectively "**Intellectual Property Rights** ").
- 11.2. All copyrights, trademarks, patents, trade secrets and other Intellectual Property Rights relating to the participation in *CoinGate Christmas Wheel of Fortune*, including the systems, platforms, software and documentation provided by the Company to you are the property of the Company and/or the third party which granted the Company the right to provide/supply them, shall remain at all times the sole and exclusive property of the Company or the relevant third party, and you shall have no right or interest in them except for the right to access and use them in order to participate in *CoinGate Christmas Wheel of Fortune* under these Terms.

12. Liability and Indemnity

- 12.1. To the maximum extent permitted by law, the Company excludes all liability and responsibility for any losses, damages, costs or expenses, whether in tort (including negligence), contract, warranty, product liability or otherwise and whether direct, indirect, or consequential (including in connection with business interruption), which you or any other person may suffer or incur in connection with your participation in *CoinGate Christmas Wheel of Fortune* and withdrawal/redemption of prizes won, or otherwise.
- 12.2. Where and to the extent liability for breach or any implied warranty or condition, or otherwise, cannot be excluded, our liability to you is limited to the fullest extent permitted by law in the applicable jurisdiction.
- 12.3. We take no responsibility for and will not be liable for any financial loss arising from your participation in *CoinGate Christmas Wheel of Fortune* or withdrawal/redemption of any prize won, including, but not limited to, inability to withdraw/redeem of any prize won due to insolvency or cessation of activities or any issues with the systems of ours or a respective Merchant, systems hacks, servers failures or data loss, security of unique data constituting the prize won by you, unauthorized access to, or alteration, theft or destruction of the prize won by you, corrupted files or data, or otherwise.
- 12.4. We take no responsibility for and will not be liable for any non-compliance with prizes' quality or quantity requirements laid down in these Terms or provided otherwise e. g. on our Website, if such our non-compliance is caused due to non-performance or improper performance of any obligations of any third parties (including Merchants) engaged by us for the organization of *CoinGate Christmas Wheel of Fortune*.
- 12.5. Without any limitation of other terms in these Terms, you acknowledge that the Company bears no liability for any damage, loss (including loss of profit), delay or failure to process or deliver unique data constituting the prize won by you, inconvenience in delivery of prize won, in each case caused by or resulting from (directly or indirectly):
- A. any computer virus, spyware, scareware, Trojan horse, worms or other malware or cyber, phishing or spoofing attack that may affect your computer or other device;
 - B. any "hard fork", "soft fork", or other change in the operating rules of an underlying Virtual Asset network;
 - C. any rejection of your participation in *CoinGate Christmas Wheel of Fortune* or making withdrawal/redemption of a prize won unavailable, as permitted under these Terms;
 - D. any other cause or condition beyond our reasonable control and/or depending on third parties.
- 12.6. You agree to indemnify, release and hold harmless us, our affiliates and any company under common ownership or control with us or our affiliates as well as the officers, directors, agents, representatives and employees of the foregoing, from any claim, liability, loss, expense or demand, including legal fees, related to your participation in *CoinGate Christmas Wheel of Fortune* and withdrawal/redemption of a prize won.

13. Taxes

- 13.1. It is your own responsibility for paying any taxes applicable to you in relation to prizes won through *CoinGate Christmas Wheel of Fortune*.

- 13.2. We make no representations in relation to tax liabilities, assume no tax liability for any prize winner, assume no responsibility for the tax liability of any prize winner, not for collecting, reporting, withholding or remitting any taxes arising from any prizes won.
- 13.3. In case we are obliged under applicable law or voluntarily decide to report to any competent authorities any information that is related with your tax obligations, you undertake to provide us with the requested documents, data and information.

14. Complaints

- 14.1. If you want to submit a complaint regarding *CoinGate Christmas Wheel of Fortune*, you may do so by e-mail to support@coingate.com or by using our contact form provided on the Website under the menu item "Contact Us".
- 14.2. If you want to submit a complaint regarding a use/withdrawal/redemption or inability to use/withdraw/redeem of a prize won through *CoinGate Christmas Wheel of Fortune*, but issued by a certain Merchant, please contact directly with a respective Merchant.
- 14.3. Complaints to us shall be submitted (and will be responded to) in English.
- 14.4. We commit to handle complaints fairly and promptly.

15. Communication

- 15.1. Any communication between you and us shall take place primarily via e-mails.
- 15.2. Disclosure of any information via e-mails shall be considered as duly submitted only if such information is sent to and from the e-mail addresses that are disclosed under these Terms: (i) Company's e-mail address that should be used for communication is support@coingate.com; (ii) your e-mail address that should be used for the communication should be disclosed under clause 6.3. Communication via other e-mail addresses shall not be considered appropriate unless otherwise agreed by the Parties.
- 15.3. Notices and other communications sent by e-mails specified under clause 15.2 shall be deemed delivered to and received by the Party on the same Business Day it was sent (in case it is sent on a non-Business Day - on the earliest following Business Day).
- 15.4. Under certain circumstances, especially in emergency cases, we may also contact you by using any other means of communication and contact details you have provided to us.
- 15.5. You must immediately inform us about changes in your contact details. At the request of the Company, you must provide the respective documents supporting the change of any contact details. If you do not fulfill your duties referred to in this clause, the notifications communicated on the basis of the most recent contact details specified by you to the Company shall be deemed as duly sent and any obligation fulfilled on the basis of such contact details – as duly discharged by the Company.
- 15.6. If you fail to receive from the Company any notifications which you were to receive under these Terms or for the provision of which you have submitted a separate request to the Company, you must immediately inform the Company.
- 15.7. We shall not be responsible for any mistake, inaccuracy, technical defect or damage caused by incorrect, outdated your contact details and their subsequent use by us.
- 15.8. We shall have the right to require you to provide original documents and/or copies certified by a notary or any other person authorized by the state. We shall also have a right to require that

documents drawn up abroad be translated into English and/or legalized and/or attached with an Apostille, unless international treaties concluded between the Republic of Lithuania and the respective foreign country establish otherwise.

15.9. You are fully liable for correctness of data and documents submitted to us.

15.10. All costs of drafting, delivery, certification, notarization, apostillization and translation of documents to be provided to the Company shall be borne by you.

15.11. If documents provided by you to us are inconsistent with the requirements established by legal acts and/or by us, and/or if we have reasonable doubt as to the authenticity or accuracy of the submitted documents, we shall have the right to reject you from participating in *CoinGate Christmas Wheel of Fortune* and/or to make withdrawal/redemption of a prize won unavailable to you, and/or to demand from you the submission of additional documents.

15.12. It is your responsibility to regularly check the proper functioning of your e-mail or other methods of communication that you use to communicate with us and to retrieve and read messages relating to your participation in *CoinGate Christmas Wheel of Fortune* and/or prizes won. We shall not be liable for any loss arising out of your failure to do so.

16. Data protection

16.1. During your participation in *CoinGate Christmas Wheel of Fortune*, we collect, use, store and otherwise process information about you as permitted by the legal acts of the Republic of Lithuania, the European Union General Data Protection Regulation (No 2016/679) and other legal acts.

16.2. We will collect, use, store, and otherwise process information about you as described in detail by our Privacy Policy available at <https://coingate.com/privacy> and updated from time to time, as well as other provisions of these Terms. You have to familiarize yourself with the Privacy Policy prior to accepting these Terms. In case you find the Privacy Policy or any parts thereof unclear or unintelligible, please refer to our Data Protection Officer, as explained by the Privacy Policy, prior to accepting these Terms and he/she will help you. By way of accepting these Terms, you acknowledge that you have familiarized yourself with and understood the Privacy Policy.

16.3. We implement appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

16.4. You are obliged to inform us in writing immediately in case any information we hold about you is inaccurate or not up to date or you believe that any of the information about you is collected, used and stored by us in a manner not compliant with applicable laws.

17. Information Storage

17.1. We store essential information related to your participation in *CoinGate Christmas Wheel of Fortune* and prizes won for our own needs for at least 10 (ten) years in durable media of our choice.

17.2. On the other hand, in order to have proof of actions taken by you or by us in fulfilment of these Terms, you should save corresponding information and store it in durable media of your choice.

17.3. We undertake to make appropriate efforts in accordance with usual practices in safekeeping information related to your participation in *CoinGate Christmas Wheel of Fortune* and prizes

won; however, we cannot guarantee total security of the information and data. We are liable for any adverse consequences you suffer as a result of loss of information and data on the Website only if we are found guilty for that.

18. Confidentiality

- 18.1. You acknowledge that for the purposes of your participation in *CoinGate Christmas Wheel of Fortune*, the Company may disclose to you either directly or indirectly, electronically, in writing, orally or otherwise, information which is proprietary or confidential or which would, under the circumstances, be understood by a reasonable person to be proprietary and non-public, including without limitation, the information on technical data, know-how, the non-public Company information and all unpublished service manuals, information, data and other similar materials or records provided by the Company to you pursuant to these Terms or otherwise (“**Confidential Information**”).
- 18.2. You shall use such Confidential Information solely for fulfilling your responsibilities and obligations under these Terms and for no other purposes. You shall retain such Confidential Information in strict confidence and shall not disclose it to any third party without the Company's written consent, except to the third party(-ies) engaged/contacted by the Company in order to ensure proper functioning of *CoinGate Christmas Wheel of Fortune* or compliance with applicable legislation as well as to law enforcement.
- 18.3. You shall use at least the same procedures and degree of care which reasonable person would use to protect its own Confidential Information of like importance, and in no event less than reasonable care, and shall be responsible and liable for any use or disclosure of the Confidential Information in violation of these Terms.
- 18.4. You shall immediately notify the Company of any unauthorized use or disclosure, or suspected unauthorized use or disclosure of Confidential Information.
- 18.5. The obligations set forth in this section shall not apply to information that you are able to demonstrate, through clear and convincing evidence:
- A. was already known to you without an obligation of confidentiality at the time of disclosure hereunder;
 - B. was generally available to the public at the time of its disclosure to you hereunder;
 - C. became generally available to the public after its disclosure other than through an act or omission of you in breach of these Terms; or
 - D. was subsequently, lawfully and independently disclosed to you by a person other than the Company, not in violation of the confidentiality agreement, arrangement or understanding with such person.
- 18.6. In the event that any disclosure of the Confidential Information is required by you pursuant to applicable law, you shall provide us a reasonable notice and opportunity to contest the need for such disclosure, or to seek a protective order therefor. If we fail to contest the need for such disclosure or to obtain a protective order, you may disclose only that portion of the Confidential Information that is legally so required to be disclosed, provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally required disclosure.

19. Modification of the Terms

19.1. We shall have a right to amend these Terms unilaterally by publishing the amended Terms on our Website. The amendment of the Terms shall come into force immediately upon their publication on our Website.

19.2. Amendments shall not have retrospective effect and shall not affect any rights and/or obligations that have arisen between you and us before amendments came into effect.

20. Coming into force and termination

20.1. These Terms shall come into force between us upon your marking the relevant checkbox and pressing of "Spin it!" button (clause 6.6).

20.2. We shall have a right to terminate these Terms unilaterally (without applying to court) and immediately at any time and for any reason.

20.3. You shall have the right to terminate these Terms unilaterally (without applying to court) only due to our irremediable material breach of these Terms and by giving us 10 (ten) calendar days emailed notice. Our remediable material breach becomes irremediable when we do not remedy it within 30 (thirty) calendar days upon receipt of your emailed notice specifying our remediable material breach and requiring its remedy.

20.4. Upon the termination of these Terms for whatever reason: (i) all rights granted herein shall terminate immediately; (ii) you shall promptly return to the Company all of its Confidential Information, or destroy and certify the destruction of it to the Company; (iii) each Party shall remit in full all payments due (if any) to another Party according to these Terms accruing prior to the date of termination, and following such final payment, neither Party will be entitled to receive any payment from the other Party; (iv) any provision of these Terms that by its very nature or context is intended to survive any termination, cancellation or expiration hereof, shall so survive; and (v) all other performance obligations of both Parties under these Terms shall cease.

20.5. We shall not be held liable for consequences arising after we legally reject your participation in *CoinGate Christmas Wheel of Fortune* and/or make withdrawal/redemption of prize won unavailable or terminate these Terms.

20.6. Termination of these Terms shall not exempt you from the due discharge of all obligations to us arising before the date of termination.

20.7. The termination of these Terms shall also mean the cancelation of validity of a respective prize won. If by termination of these Terms a part of prize value is already withdrawn/redeemed, then termination of these Terms shall mean the cancelation of validity of a remaining value of a prize.

21. Miscellaneous

21.1. **Governing law.** These Terms and any disputes or claims arising out of or in connection with these Terms or their subject matter or formation are governed by, and construed in accordance with, the laws of the Republic of Lithuania.

21.2. **Jurisdiction.** Only the courts in Vilnius, the Republic of Lithuania, shall have jurisdiction over any legal disputes arising from or in relation to these Terms.

21.3. **Language.** You and we shall agree that the language of these Terms as well as communication between you (or any authorized person) and us is to be English.

21.4. **Enforceability.** No provisions of these Terms shall be enforceable by any other person other than you and us.

- 21.5. Even if we delay in enforcing under these Terms, we retain the right to enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breach of these Terms, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.
- 21.6. **Relationship of the Parties.** The Parties are independent persons and nothing in the Terms shall make the Parties joint venturers, partners, employees, agents or other representatives of the other Party. Neither Party shall make any representation that suggests otherwise.
- 21.7. **Invalidity.** If a court finds part of these Terms illegal, the rest will continue in force. Each of the sections of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.
- 21.8. **Entire Agreement.** This is our entire agreement with you. These Terms and any documents referred to in them, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 21.9. The Parties may agree on additional conditions which are not provided in these Terms, by a separate written mutual agreement. Such agreement shall become an integral part of these Terms.
- 21.10. **Transfer of Rights.** You need our written consent to transfer your rights and obligations under these Terms to any third person.
- 21.11. We reserve the right to assign our rights and obligations arising out of these Terms to third parties at any time without your consent if such transfer of rights and obligations does not contradict the legislation. We will inform you of such assignment within 10 (ten) Business Days after the assignment.
- 21.12. **Survival.** Any right or obligation of the Parties in these Terms, which, by its express terms or nature and context is intended to survive termination of these Terms, will survive any such termination.