# TERMS & CONDITIONS OF THE GIVEAWAY ORGANIZED ON YOUTUBE CHANNEL

#### "AARON KUCZYNSKI"

These Terms & Conditions define the terms and conditions of participation in the Giveaway organized on the Youtube channel "Aaron Kuczynski" (channel: <a href="https://www.youtube.com/c/AaronKuczynski">www.youtube.com/c/AaronKuczynski</a>).

#### **DISCLAIMER**

If you participate in GSPARK's promotion and giveaway (the "Giveaway") you fully accept these terms and conditions ("Terms & Conditions of Giveaway") and you acknowledge that you fulfil all eligibility requirements. The participant of this Giveaway declares that he is familiar with the mechanisms of blockchain technology and that he has extensive knowledge of the functioning, use and usability of software and applications based on blockchain technology. The participant in this Giveaway is solely responsible for determining whether the decision to enter this Giveaway is appropriate for him/her. If a participant in this Giveaway is in doubt about how blockchain technology, cryptocurrencies, he or she should contact his or her own legal, tax, or investment advisor before taking any action and before entering this Giveaway.

#### **SPONSOR**

The sponsor of the Giveaway is GSPARK operating under the name GSPARK EDUCATION & TRAINING COMPUTER SOFTWARE, address: P.O. Box 283 691 Al Marsa, Marina Plaza 1302, Dubai, United Arab Emirates.

## **ELIGIBILITY**

This Giveaway, is open only to persons of full legal capacity. Participant of the Giveaway can be any person who has an active YouTube account (www.youtube.com). As a condition for the Participant to enter the Giveaway, the Participant must correctly apply for participation in the Giveaway in accordance with the terms of the Giveaway. Employees of GSPARK, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Giveaway.

#### **HOW TO ENTER**

One person may submit more than one application, fulfilling the requirements indicated above. The entry must fulfil all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of GSPARK. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of GSPARK.

### THE WINNER

GSPARK will choose the most active persons on the YouTube channel (www.youtube.com/c/AaronKuczynski), during the Giveaway date (the "Winner" or the "Winners").

The Winner will be immediately notified via social media (on the YouTube channel on which the Giveaway is organized as well as on other social media indicated by GSPARK). The Winner is then obliged to indicate the correct cryptocurrency wallet address to which the prize will be paid or provide other data indicated by GSPARK needed to award the prize.

GSPARK shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted or do not claim the winnings within 14 days from the time award notification was sent, GSPARK reserves the right to withdraw the winnings from the Winner and pick a

replacement Winner. GSPARK's decision in respect of all matters to do with the Giveaway will be final and shall not be subject to review or appeal by any entrant or by any third party. Any violation of Terms & Conditions of Giveaway by Winner (at GSPARK sole discretion) will result in Winner's disqualification as Winner of the Giveaway, and all privileges as Winner will be immediately terminated.

#### **PRIZE**

GSPARK will not be responsible for the Winner's failure to receive the prize due to the Winner's incorrectly providing cryptocurrency wallet address or incorrectly providing data needed to award the prize.

Winnings will be paid out automatically via the Tron blockchain or BNB Smart Chain blockchain or other or awarded according to the rules indicated in the Giveaway. No cash or other prize substitution shall be permitted except at GSPARK discretion. Any and all prize-related expenses, including without any limitation and all federal, state, and/or local taxes, shall be the sole responsibility of the Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted.

#### **PERSONAL DATA**

The administrator of the data is GSPARK.

Application for participation in the Giveaway represents consent for GSPARK to include the Participant's personal or identifying information related to participation in the Giveaway in GSPARK's collection and use, for advertising and commercial purposes without further compensation, unless prohibited by law. GSPARK processes personal or identification data in accordance with the requirements of applicable law, including in particular the UAE Privacy Laws relating to the security of personal data.

#### LIMITATION OF LIABILITY

By entering the Giveaway each participant agrees to release, discharge and hold harmless GSPARK, its legal representatives, respective officers, directors, employees and agents from any damages whatsoever suffered or sustained in connection with the Giveaway or the acceptance of the winnings.

# **GENERAL TERMS & CONDITIONS**

GSPARK reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Giveaway should virus, bug, non-authorized human intervention, fraud, or other cause beyond GSPARK's control corrupt or affect the administration, security, fairness, or proper conduct of the Giveaway. In such case, GSPARK may choose the Winner from among the remaining Participants who fulfill the requirements of the Giveaway. GSPARK reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the Giveaway or violates these Terms & Conditions of Giveaway. GSPARK has the right, in its sole discretion, to maintain the integrity of the Giveaway, to invalidate submissions for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Giveaway rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any GSPARK website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws. Should such attempt be made, GSPARK reserves the right to seek damages to the fullest extent permitted by law. The Giveaway has no elements of randomness. The form of choosing the Winner applies.

# **GOVERNING LAW & COMPETENT COURT**

The Giveaway is governed by United Arab Emirates law. As a condition of participating in this Giveaway, participant agrees that any dispute that cannot be resolved between the parties and causes of action arising out of or relating to this Giveaway shall be resolved individually, without resort to any form of class action, exclusively before a competent court in the United Arab Emirates. Participant in this Giveaway also waives any rights to multiply or increase compensation.