

## Trading Challenge Terms and Conditions

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO PARTICIPATE OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE ELIGIBLE TERRITORIES OF ELIGIBLE AGE AND OLDER. DO NOT PARTICIPATE IF YOU ARE NOT ELIGIBLE AND/OR LOCATED IN AN ELIGIBLE TERRITORY AT THE TIME OF ENTRY AND/OR WHERE PARTICIPATION IN YOUR TERRITORY WOULD BE UNLAWFUL. VOID WHERE PROHIBITED.

By participating in the Challenge, participants (“Participants”) agree to these “Terms and Conditions”, which are final and binding in all respects.

### 1. ELIGIBILITY

**The Challenge is open to legal residents of the 50 United States and Washington DC**, who are the greater of: (a) 18 years old or, if a legal resident of any of the following states or provinces/territories, 19 years old: Nebraska (United States), and Alabama (United States) (b) the age of majority in their respective state or province/territory (the “Eligible Age”), and who are not subject to any sanctions administered or imposed by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the European Union, HM Treasury, the United Nations Security Council, or any other government entity or regulatory authority which has jurisdiction over the participant. Employees, contractors, directors, representatives, agents, and officers of StoneX Financial Inc or Chicago Mercantile Exchange Inc., and their parents, affiliates, subsidiaries, distributors, sales representatives, retailers, and advertising, promotion and judging agencies and all other service agencies involved with the Challenge, and members of the immediate family (spouse, parent, child, sibling and their respective spouse) and household (whether related or not) of each such person are not eligible to participate. Participants are subject to verification by StoneX, including verification of age. If a participant is found not to be eligible or not in compliance with these Terms and Conditions, the participant will be disqualified, in the sole and absolute discretion of the StoneX.

StoneX reserves the right to disqualify any Participant if it is demonstrated on reasonable grounds, as determined in the sole and absolute discretion of the StoneX, that Participant’s participation in the Challenge or receipt of prize would violate local law or these Terms and Conditions or cause material damage to the reputation of StoneX, CME Group and/or any other party.

Participants are limited to one (1) registration and entry per person/email address/StoneX Futures Contest Trader account. Any entries that do not comply with this limitation will not be eligible to win a prize. These Terms and Conditions are available [here](#).

### 2. THE CHALLENGE PERIOD

The Challenge begins and ends at the times and on the days set out on the Trading Challenge Page (the “Challenge Period”).



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**TO PARTICIPATE:** To participate in the Challenge, you must complete each of the following activities (each a “Pre-Challenge Period Activity”) prior to the beginning of the Challenge Period:

- Visit the registration page and submit your enrollment into the trading challenge by filling out the form;
- Follow the on-screen instructions to complete and submit your StoneX Contest Trader registration; and
- Follow the on-screen instructions to create a simulated, virtual \$100,000 USD trading account, allowing Participants to simulate the trade of the products and asset classes set out on the Challenge Page, on the StoneX Futures Trader Platform. ACCOUNT FUNDS PROVIDED AND TRADED ARE NOT ACTUAL CASH AND ARE NOT EXCHANGABLE FOR CASH. PARTICIPANTS WILL NOT RECEIVE ANY PROFITS EARNED IN CASH.

Please see the privacy policy located at <https://www.stonex.com/Terms-of-Use/#PrivacyPolicy> for details of StoneX's policy regarding the use of personal information collected in connection with this Challenge. If you are selected as a winner, your information may also be included in a publicly available winner's list. Any registrations that do not comply with these Terms and Conditions will not be eligible to win a prize. StoneX reserves the right, in its sole and absolute discretion, to disqualify any Entries that it finds unlawful, or in violation of these Terms and Conditions, at StoneX's sole discretion.

Participants who completely deplete their account funds in connection with simulated trading will not receive additional account funds. StoneX Challenge trading accounts will not be replenished during the Challenge Period. StoneX is not responsible for any trading errors. Commissions and any fees from exchanges or regulators will not be considered in account profit and loss calculations. Those who do not follow all the instructions above, provide the required information in their enrollment form, or abide by these Terms and Conditions (or other instructions of StoneX or the spirit thereof as interpreted by the StoneX) may be disqualified. Should multiple users of the same e-mail account participate the Challenge and a dispute thereafter arises regarding the identity of the Participant, the authorized account holder of said e-mail account at the time of entry will be considered the Participant. “Authorized account holder” is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

By participating, Participants grant to StoneX a perpetual, a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publish, edit, delete, display, create derivatives works of, and otherwise exploit Participant's name, likeness, voice, quotes, comments, biographical information together with other materials, in each case edited or altered as StoneX sees fit, in any manner, in any media now known or hereafter devised, without compensation for the purposes of managing, operating, further developing and promoting the Challenge and the results thereof. Strictly to the extent permitted by applicable law, Participants hereby waive any moral rights they may have in and to their entries.



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By participating, each Participant agrees that their participation is gratuitous and made without restriction, and will not place StoneX under any obligation, and that StoneX is free to disclose the ideas contained in the Participant's trading activity on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to the Participant. Each Participant acknowledges that, by acceptance of their submission, StoneX does not waive any rights to use similar or related ideas previously known to StoneX, or developed by its employees, or obtained from sources other than Participant.

### 3. WINNER SELECTION

Participants must complete each of the steps listed above in order to be eligible to receive a prize. There will be a main leaderboard (the "Overall Leaderboard") to show each Participant's total profit and loss across all trades being made during the Challenge Period. Each participant's total virtual profit and loss will be calculated daily. Leaderboards may show rankings of top Participants, but such leaderboard is for informational purposes only, is not official, may not be accurate, is subject to revision by StoneX in its discretion, and should not be relied upon in any way, including with respect to the awarding of Prizes hereunder. StoneX reserves the right to modify, remove, or amend any Leaderboard in the event of any misconduct or in the event an error is noted, in StoneX's reasonable discretion. When determining placement within all Leaderboards for the purpose of awarding prizes, all Leaderboards will be automatically calculated and reflected in the final account balance at the end of the trading challenge Friday, October 27th at market close.

The prospect of winning will depend on the number of eligible entrants, and the skill of the entrants at trading. For the Overall Leaderboard:

- The eligible Participant whose overall trading activities result in the highest total virtual profit and loss based on U.S. dollar value will receive the First Place Prize (as defined at paragraph 4 below), subject to verification and the tie-breaking restrictions below.
- The eligible Participant whose overall trading activities results in the second-highest total virtual profit and loss based on U.S. dollar value will receive the Second Place Prize (as defined at paragraph 4 below), subject to verification and the tie-breaking restrictions below.
- The eligible Participant whose overall trading activities results in the third-highest total virtual profit and loss based on U.S. dollar value will receive the Third Place Prize (as defined at paragraph 4 below), subject to verification and the tie-breaking restrictions below.

One participant outside of the top three performers will be chosen at random to receive a cash prize (as defined at paragraph 4 below), subject to verification.

Each Participant will only be entitled to claim one (1) prize (as detailed at paragraph 4 below).

StoneX reserves the right to verify the identity and accuracy of submitted information of a winner and all relevant related parties prior to awarding a prize. Additionally, StoneX reserves the right to conduct a background check on potential winners to ensure they are eligible and not subject to any sanctions



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administered or imposed by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the European Union, HM Treasury, the United Nations Security Council, or any other government entity or regulatory authority which has jurisdiction over the Participant. StoneX's decisions are final in all matters relating to this Challenge, to the extent permitted by applicable law. Potential winners will be contacted by email within thirty (30) days from the last day of the Challenge Period using the contact information given at the time of registration.

If winner email notification is returned as undeliverable, or the winner cannot be located after the completion of the Challenge, or is otherwise determined to be ineligible or not in compliance with these Terms and Conditions as determined by StoneX the prize may be forfeited. Each potential winner may be required to sign and return an Affidavit or Confirmation of Eligibility Statement, a Liability Release and/or, where lawful, a Publicity Release within thirty (30) days of attempted notification, in order to claim their prize and be verified as a winner. If a potential prize winner cannot be contacted or fails to sign and return the Affidavit or Confirmation of Eligibility Statement, Liability Release and/or, where lawful, a Publicity Release within thirty (30) days, or if any prize notification or prize is returned as undeliverable, such prize may be forfeited. In such circumstances, StoneX may, in its reasonable discretion, award the prize to an alternate winner who will be an Eligible Participant whose trading activities result in the next highest total virtual profit and loss based on U.S. dollar value, on the Overall Leaderboard, in which case the foregoing applies to such newly selected Participant. StoneX is not responsible for any change in email, mailing address and/or telephone number of Participants.

Unclaimed prizes may, in StoneX's absolute discretion, not be awarded. In the event that a winner is disqualified for any reason, StoneX reserves the right to award the prize to an alternate winner who will be an Eligible Participant whose trading activities result in the next highest total virtual profit and loss based on U.S. dollar value, on the Overall Leaderboard, in which case the foregoing applies to such newly selected Participant.

#### 4. PRIZE DETAILS

The first-place, second-place, and third-place prizes for the Overall Leaderboard, as defined on the Challenge Page (the "First Place Prize for the Overall Leaderboard"), shall be awarded in the form of a check/cheque (or any other form as reasonably determined by StoneX).

In the event of a tie in the Overall Leaderboard, the tie will be broken as follows:

If two (2) individuals are tied for the highest total virtual profit and loss based on U.S. dollar value:

- First Place Prize for the Overall Leaderboard and Second Place Prize for the Overall Leaderboard will be combined and divided equally between the two tied individuals
- If the First Place Prize for the Overall Leaderboard is \$2,500 and the Second Place Prize for the Overall Leaderboard is \$1000, each winner will receive \$1750

If three (3) individuals are tied for the highest total virtual profit and loss based on dollar value:

- First Place Prize for the Overall Leaderboard, Second Place Prize for the Overall Leaderboard, and Third Place Prize for the Overall Leaderboard will be combined and divided evenly between the three tied individuals (with no Second Place Prize for the Overall Leaderboard or Third Place Prize for the Overall Leaderboard winner)
- If the First Place Prize for the Overall Leaderboard is \$2,500, the Second Place Prize for the Overall Leaderboard is \$1000 and the Third Place Prize for the Overall Leaderboard is \$650, each winner will receive \$1,388.

If more than three (3) individuals are tied for the highest total virtual profit and loss based on dollar value:

- First Place Prize for the Overall Leaderboard, Second Place Prize for the Overall Leaderboard, and Third Place Prize for the Overall Leaderboard will be combined and divided evenly between all tied individuals (with no Second Place Prize for the Overall Leaderboard or Third Place Prize for the Overall Leaderboard winner)
- If the First Place Prize for the Overall Leaderboard is \$2,500, the Second Place Prize for the Overall Leaderboard is \$1000 and the Third Place Prize for the Overall Leaderboard is \$650, each winner will receive a sum equal to \$4,150 divided by the number of tied individuals.

If two (2) individuals are tied for the second highest total virtual profit and loss based on dollar value:

- Second Place Prize for the Overall Leaderboard and Third Place Prize for the Overall Leaderboard will be combined and divided evenly between the two tied individuals (with no Third Place Prize for the Overall Leaderboard winner)
- If the Second Place Prize for the Overall Leaderboard is \$1,000 and the Third Place Prize for the Overall Leaderboard is \$650, each winner will receive \$825

If more than two (2) individuals are tied for the second highest total virtual profit and loss based on dollar value:

- Second Place Prize for the Overall Leaderboard and Third Place Prize for the Overall Leaderboard will be combined and divided evenly between all tied individuals (with no Third Place Prize for the Overall Leaderboard winner).
- If the Second Place Prize for the Overall Leaderboard is \$1,000 and the Third Place Prize for the Overall Leaderboard is \$650, each winner will receive a sum equal to \$1,650 divided by the number of tied individuals.

If two (2) or more individuals are tied for the third highest total virtual profit and loss based on dollar value:

- Third Place Prize for the Overall Leaderboard will be combined and divided evenly between all tied individuals.
- If the Third Place Prize for the Overall Leaderboard is \$650 each winner will receive a sum equal to \$650 divided by the number of tied individuals.





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The first-place, second-place, and third-place prizes for the Overall Leaderboard, as defined on the Challenge Page (the “First Place Prize for the Overall Leaderboard”), shall be awarded in the form of a check/cheque (or any other form as reasonably determined by StoneX).

One participant will be chosen at random to receive a \$500 cash prize from the pool of participants who did not achieve first, second, or third place on the Overall Leaderboard. No purchase necessary to enter or win. The odds of winning depend on the total number of Challenge participants. The prize shall be awarded in the form of a check (or any other form as reasonably determined by StoneX).

Limit one (1) prize per person. Prizes are non-transferable and no substitution of prize is offered except in the sole discretion of StoneX. If a prize, or any portion thereof, cannot be awarded for any reason, StoneX reserves the right to substitute prize with another prize of equal or greater value. Winners will be solely responsible for all federal, state, provincial, territorial and/or local taxes, and for any other fees or costs associated with the prize they receive, regardless of whether it, in whole or in part, is used.

Winners will be solely responsible for complying with any tax reporting obligations. For participants who are US residents, the winner will be required to provide StoneX with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes. For participants who are US residents, the winners will be issued an IRS 1099 form for prize value. StoneX will pay winners the prize in US dollars. A household is deemed to be any winner and his/her family (as defined by StoneX).

## 5. GENERAL TERMS AND CONDITIONS

StoneX is not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Challenge or by any technical or human error which may occur in the processing of the registrations or trades. StoneX is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. StoneX reserves the right to disqualify any individual who tampers with the registration and/or trading process, or any other element of the Challenge or any other participant. Participants may not register with multiple email addresses nor may Participants use any other device or artifice to register multiple times or as multiple Participants. Any Participant who attempts to participate with multiple email addresses under multiple identities or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won. StoneX reserves the right to cancel or suspend this Challenge should fraud, virus, bugs or other causes beyond the control of StoneX corrupt the administration, security or proper operation of the Challenge. Ties shall be handled in accordance with the tables set out at paragraph 4.

## 6. LIMITATIONS OF LIABILITY AND RELEASE

For participants who are legal residents of the US only: As a condition of participating, participants agree (and agree to confirm in writing) to release StoneX, its affiliates, subsidiaries, retailers, sales



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representatives, distributors, and advertising, promotion and judging agencies and all other service agencies involved with the Challenge, and each of their officers, directors, employees and agents (“Released Parties”), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize. Except where prohibited by law, each winner grants (and agrees to confirm this grant in writing, if requested) permission for StoneX and those acting under its authority to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation. Except where prohibited by law, each winner grants (and agrees to confirm this grant in writing, if requested) permission for StoneX and those acting under its authority to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.

## 7. BINDING ARBITRATION (APPLICABLE FOR PARTICIPANTS WHO ARE US RESIDENTS ONLY)

Any controversy or claim arising out of or relating to the Challenge shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Illinois law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, StoneX will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor StoneX shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE PARTICIPANT’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT PARTICIPATE IN THIS



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CHALLENGE IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. BY PARTICIPATING IN THE CHALLENGE, EACH PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CHALLENGE, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRDPARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY PARTICIPANT.

## 8. GOVERNING LAW AND JURISDICTION

These Terms and Conditions and the Challenge shall be governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of participant and StoneX in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of Illinois, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 9 of these Terms and Conditions and/or for entering any judgment on an arbitration award, shall take place in Cook County, Illinois.

## 9. WINNER LIST

A list of winners will be posted on the Challenge Leaderboard within 1 week of the termination of the Challenge period.

## 10. STONEX

Sponsored by StoneX Financial Inc. 230 South LaSalle Suite 10-500, Chicago, IL 60604