



## **GENERAL RULES AND TERMS OF PARTICIPATION IN THE “RECEIVE A KYC REWARD AND TRY OUT PAYMENTS WITH ELLY” PRIZE CONTEST**

### **ORGANIZER OF THE PRIZE CONTEST**

The Prize Contest organizer is Eligma Ltd., Letališka cesta 33F, 1000 Ljubljana, Slovenia (hereinafter: **we** or **Eligma** or **the Company**).

Responsible for the organization, implementation and supervision of the Prize Contest process is a panel consisting of Eligma representatives (hereinafter: **the Panel**).

### **THE PRIZE CONTEST**

“Receive a KYC reward and try out payments with Elly” (hereinafter: **the Prize Contest**) is a prize contest in which the organizer will, in accordance with the terms below, award a prize to all users aged 18 or over who have created their user account in the Elly mobile application and will successfully complete the Rank 1 identification process in accordance with the [General Terms of Use of the Elly Mobile Application](#) (hereinafter: **the Participants**).

References in these Terms of Participation to “**you**” or “**your**” refer to the Participants.

### **THE PRIZE**

The prize is the following:

**The Gocrypto Gift token, the fiat value equivalent of which is determined by various factors, such as:**

- i. the country of the temporary residence of the Participant (if applicable, otherwise the country of the permanent residence);
- ii. the number of the Participants;
- iii. the current exchange rate between the local fiat currency and the GoCrypto Gift token;
- iv. other factors that can be determined by Eligma.

The country-specific fiat value of the prize is published at the following link: [KYC Reward](#).

The amount of the prize is calculated at the moment when a Participant successfully completes their Rank 1 identification. When the organizer verifies the identity of the Participant, the local fiat currency nominal value converts into the value of the GoCrypto Gift token.

A Participant receives GoCrypto Gift tokens into their digital wallet no later than 24 (twenty-four) hours after they successfully complete their Rank 1 identification by means of an identity verification performed by the organizer.

The prize is intended for testing the payment for goods and services with the use of the Elly Service at any GoCrypto spot or for any other purpose specified by us. If the prize is used contrary to the purpose we determine, we may temporarily suspend your funds and block your Elly user account.

### **GOCRYPTO GIFT TOKEN ISSUE**

The GoCrypto Gift token can be considered as a digital value voucher for payments at GoCrypto locations worldwide.

The creator of GoCrypto Gift tokens under these Terms of Participation is Eligma.

GoCrypto Gift token is a BEP-20 token which relative value is tied to the value of GoC in a 1:1 ratio.



The functionality of GoCrypto Gift tokens is further described in Schedule 1.

All GoCrypto Gift tokens will be created and distributed according to the rules of the GoCrypto Gift token Prize Contest defined in these Terms of Participation. By participating in the Prize Contest and receiving GoCrypto Gift tokens, you acknowledge that you have read, understand, and accept the provisions of the Terms of Participation.

### **TERMS OF USE OF GOCRYPTO GIFT TOKENS**

GoCrypto Gift tokens can be used in Rank 1 only for paying at GoCrypto locations worldwide.

In the scope of Rank 2, participants can use GoCrypto Gift tokens, and they may also transfer to other Elly users or withdraw them to another external digital wallet. In the case of withdrawing GoCrypto Gift tokens to another external digital wallet in accordance with the previous sentence, there is a withdrawal fee. The withdrawal fee amount will be displayed on the screen of the Elly mobile application prior to the execution of every single withdrawal of GoCrypto Gift tokens. **BY EXECUTING THE PROCEDURE OF WITHDRAWING GOCRYPTO GIFT TOKENS, YOU ACKNOWLEDGE AND AGREE WITH THE WITHDRAWAL FEE, WHICH IS DISPLAYED ON THE SCREEN OF YOUR ELLY MOBILE APPLICATION PRIOR TO THE EXECUTION OF THE WITHDRAWAL.**

**REGARDLESS OF THE EVENTUAL TRANSFER OR WITHDRAWAL OF THE GOCRYPTO GIFT TOKEN, THE SOLE PURPOSE OF USE OF THIS TOKEN IS PAYMENTS AT GOCRYPTO LOCATIONS WORLDWIDE. THE GOCRYPTO GIFT TOKEN CANNOT BE EXCHANGED WITHIN THE ELLY EXCHANGE SERVICE IN THE ELLY MOBILE APPLICATION NOR ON ANY OTHER EXTERNAL ONLINE EXCHANGES. THE PARTICIPANTS ARE NOT ALLOWED TO TRANSFER GOCRYPTO GIFT TOKENS TO ANY EXTERNAL ONLINE EXCHANGE.**

In case you will not observe the limitations from the previous paragraphs, your GoCrypto Gift tokens will remain lost in the network. We are not responsible for your lost credit and you cannot claim it back, so we recommend that you follow the limitations of these Terms of Participation.

### **PRIZE CONTEST DURATION**

The Prize Contest takes place from 06 April 2020 until cancellation.

Eligma reserves the right to extend or shorten the duration of the Prize Contest.

At any time during the Prize Contest and at its sole discretion, Eligma may, by notice on <https://elly.com/wallet/en> website (hereinafter **the Website**), temporarily or permanently suspend the Prize Contest for technical or security reasons and such suspension will take effect from the moment of publication of such notice until the same is updated or removed from the Website.

Terms of Participation in the Prize Contest are published on the Website.

### **PERSONAL DATA PROTECTION**

As the controller of the data of the Participants, Eligma respects the privacy of the Participants. Eligma undertakes to handle the personal data obtained for the purpose of carrying out the Prize Contest carefully as well as to protect and process it in accordance with the Personal Data Protection Act, the General Data Protection Regulation (GDPR) and other applicable legislation.

By entering the Prize Contest, the Participant allows Eligma to process their personal data (name and surname, address, telephone, e-mail address) for the purpose of carrying out the Prize Contest and awarding the prizes in the capacity of personal data controller. The personal data of the Participants is used and stored in accordance with the applicable legislation in the field of personal data protection.



The Participant further allows Eligma to use the personal data from the previous paragraph for the purposes of statistical processing, potential customer segmentation and for the purposes of direct marketing of Eligma's products and services.

Eligma accepts no responsibility for the data protection on websites linked to by potential links published on its websites, or the responsibility for potential mistakes that can arise from providing incorrect or false data on part of the Prize Contest Participants.

At any point, each Participant may request to view, transcribe, amend, correct, block or delete their personal data or withdraw their consent to its processing, in accordance with the relevant regulations. They can send their request to [dpo@elly.com](mailto:dpo@elly.com).

## **REPRESENTATIONS AND WARRANTIES OF THE PARTICIPANTS**

By creating Elly user account and successfully completing the Rank 1 verification process, the Participants represent and warrant that:

1. they have read and understood these Terms of Participation (including all the Schedules hereto);
2. they will fully comply with the General Terms of Use of the Elly Mobile Application;
3. they have sufficient understanding of the functionality, usage, storage, transmission mechanisms and prohibitions associated with GoCrypto Gift tokens;
4. they will not use GoCrypto Gift tokens to finance, engage in, or otherwise support any unlawful activities or in any other manner inconsistent with these Terms of Participation;
5. they will use GoCrypto Gift tokens as intended on the GoCrypto locations.

## **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (I) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY INDEMNIFIED PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE DISTRIBUTION OR USE OF THE GOCRYPTO GIFT TOKENS OR OTHERWISE RELATED TO THESE TERMS OF PARTICIPATION, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

THESE LIMITATIONS WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

The Company or any of the Company Indemnified Parties will not be liable for any compensation, reimbursement, or damages arising in connection with: (i) your inability to participate in the Prize Contest, including without limitation as a result of any termination or suspension of the Website or these Terms of Participation, power outages, maintenance, defects, system failures, mistakes, omissions, errors, defects, viruses, delays in operation or transmission or any failure of performance, (ii) the cost of procurement of substitute goods or services, (iii) any of your expenditures, or commitments in connection with these Terms of Participation, (iv) your reliance on any information obtained from the Company, (v) any force majeure event, communications failure, theft or other interruptions or (vi) any unauthorized access, alteration, deletion, destruction, damage, loss or failure to store any data, including records or other credentials, associated with the Prize Contest.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.



## DISCLAIMERS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY US, (i) THE GOCRYPTO GIFT TOKENS ARE DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE GOCRYPTO GIFT TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND (ii) WE DO NOT REPRESENT OR WARRANT THAT GOCRYPTO GIFT TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN GOCRYPTO GIFT TOKENS WILL BE CORRECTED.

GoCrypto Gift token does not have the legal status of a security, since it does not give any right to dividends or interest, any ownership right or stake share or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to the Company, nor will GoCrypto Gift token holders have any influence or rights in the development or governance of the Company. GoCrypto Gift Token is not a share and does not give any right to participate in the general meetings of the Company. The GoCrypto Gift token can be considered as a digital value voucher for payments at GoCrypto locations worldwide.

GoCrypto Gift tokens should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future re-sale. There are no guarantees regarding the value of the GoCrypto Gift token and there is no reason to believe that the GoCrypto Gift token will increase in value. They may decrease in value or lose their value entirely.

## OTHER PROVISIONS

Eligma reserves the right to amend and change these Terms of Participation for reasons of technical or commercial nature or reasons beyond Eligma's control.

Eligma will keep the Participants informed on all changes and novelties by publishing them on its Website.

These Terms of Participation are governed by the law of the Republic of Slovenia.

In the case of any disputes arising out of or in connection with these Terms of Participation, the competent court in Ljubljana has the exclusive jurisdiction.

## CONTACT INFORMATION

In the case of questions and for further information in connection with the Prize Contest implementation, please contact Eligma at [support@elly.com](mailto:support@elly.com).

These General Rules and Terms of Participation in the "Receive a KYC Reward and try out Payments with Elly" Prize Contest apply from 6 December 2022.



## SCHEDULE 1 GOCRYPTO GIFT TOKEN DETAILS AND ITS FUNCTIONALITIES

The GoCrypto Gift token (symbol: GoCG) is a utility token that will conform to the BEP-20 token standard. It will be deployed on the BNB Smart Chain (BSC). The GoCrypto Gift token can be considered as a digital value voucher for payments at GoCrypto locations worldwide.

### MAIN TOKEN DETAILS:

- Symbol: **GoCG**
- Role of GoCrypto Gift token: **Utility**
- Blockchain: **BNB Smart Chain (BSC)**
- Token standard: **BEP-20**
- Total GoCrypto Gift token supply (100%): **unlimited number**
- GoCrypto Gift token decimals: **8**
- Initial GoCrypto Gift token price: **relative value is tied to the value of GoC in a 1:1 ratio.**

Eligma intends to create GoCrypto Gift tokens as the need arises, without limitation or prior announcement.

GoCrypto Gift tokens are utility tokens that can be used in relation to General Terms of Use of the Elly Mobile Application only. They are not cryptocurrencies and may not be used as such in any way. They are also not, and will not be used in any way as, equity, assets, bonds, securities, derivatives or any other financial instruments.

You as a GoCrypto Gift token holder do not receive any form of dividend or other revenue right that is guaranteed, or participate in profit sharing scheme, or receive any right of ownership in Eligma, or any right to participate in the management of Eligma. It is for these reasons that we believe that GoCrypto Gift tokens are not securities and may be distributed to anyone. If you determine that GoCrypto Gift tokens may constitute securities subject to regulation in any country, we strongly advise that you immediately notify us of the possible risks.

### GOCRYPTO GIFT TOKEN FUNCTIONALITIES

#### i. LOYALTY PROGRAM

##### Eligma to Participant

- Completing the Rank 1 KYC procedure  
Eligma will award GoCrypto Gift tokens for successfully completing the Rank 1 verification in accordance with the provisions set out in Item 2.2.2.2. of the General Terms of Use of the Elly Mobile Application.

#### ii. ELLY MOBILE APPLICATION USE

- Paying for goods and services on the GoCrypto Spots  
When a Participant successfully completes the Rank 1 verification procedure, they are able to pay for goods and services on the selected GoCrypto Spots with GoCrypto Gift tokens in accordance with limitations set out in Item 2.2.2.2. of the General Terms of Use of the Elly Mobile Application.
- Transferring GoCrypto Gift tokens to another Elly user  
When a Participant successfully completes the Rank 2 verification procedure, they are able to transfer received GoCrypto Gift tokens to another Elly user in accordance with limitations set out in Item 2.2.2.3. of the General Terms of Use of the Elly Mobile Application.
- Withdrawing GoCrypto Gift tokens



When a Participant successfully completes the Rank 2 verification procedure, they are able to withdraw their GoCrypto Gift tokens to another external digital wallet, in accordance with limitations set out in Item 2.2.2.3. and 3.6.2. of the General Terms of Use of the Elly Mobile Application.

Please note that the above stated options do not constitute a complete list. Over time, new and innovative ways of using GoCrypto Gift tokens might be found.

Using BEP-20 standard, Eligma will establish a function that will release a required amount of GoCrypto Gift tokens no later than 24 (twenty-four) hours after the Participants successfully complete their Rank 1 identification by means of an identity verification into their digital wallet.

### **PROHIBITED USE OF GOCRYPTO GIFT TOKENS**

GOCRYPTO GIFT TOKEN CANNOT BE EXCHANGED WITHIN THE ELLY EXCHANGE SERVICE IN ELLY MOBILE APPLICATION, NOR IN ANY OTHER EXTERNAL ONLINE EXCHANGES. PARTICIPANTS ARE NOT ALLOWED TO TRANSFER GOCRYPTO GIFT TOKENS TO ANY EXTERNAL ONLINE EXCHANGE.

In case you will not observe the limitations from the previous paragraphs, your GoCrypto Gift tokens will remain lost in the network. We are not responsible for your lost credit and you cannot claim it back, so we recommend that you follow the limitations from these Terms of Participation.

### **POSSIBILITY OF CHANGE TO THE FUNCTIONALITY OF GOCRYPTO GIFT TOKENS**

PLEASE NOTE THAT WE ARE IN THE PROCESS OF UNDERTAKING A LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF GOCRYPTO GIFT TOKENS. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, WE MAY UNILATERALLY DECIDE TO AMEND THE INTENDED FUNCTIONALITY OF GOCRYPTO GIFT TOKENS IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH WE ARE SUBJECT. WE WILL PUBLISH A NOTICE ON OUR WEBSITE OF ANY CHANGES THAT WE DECIDE TO MAKE TO THE FUNCTIONALITY OF GOCRYPTO GIFT TOKENS AND IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK THE WEBSITE FOR ANY SUCH NOTICES. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, WE WILL DECIDE WHETHER OR NOT TO CHANGE THE FUNCTIONALITY OF GOCRYPTO GIFT TOKENS.



## SCHEDULE 2 RISK FACTORS

By receiving GoCrypto Gift tokens and participating in this Prize Contest, you expressly acknowledge and assume the following risks:

**1. Risk of software weaknesses:** because GoCrypto Gift tokens are based on the BEP-20 standard, any malfunction, breakdown or abandonment of the BEP-20 standard may have a material adverse effect on GoCrypto Gift tokens. There is no warranty or assurance that the process for creating GoCrypto Gift tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, a complete loss of GoCrypto Gift tokens.

**2. Regulatory risk:** blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations, or introduce new regulations, addressing blockchain technology based applications, which may be contrary to the current and which may, inter alia, result in substantial modifications to the Elly Mobile Application, including its termination and loss of GoCrypto Gift tokens.

**3. Risks associated with uncertain regulations and enforcement actions:** the regulatory status of GoCrypto Gift tokens is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including specifically (but without limitation to) the Elly Mobile Application and GoCrypto Gift tokens. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting blockchain technology and its applications, including specifically (but without limitation to) the Elly Mobile Application and GoCrypto Gift tokens. Regulatory actions could negatively impact the Elly Mobile Application and GoCrypto Gift tokens in various ways, including, for purposes of illustration only, through a determination that GoCrypto Gift tokens are a regulated financial instrument that requires registration or licensing, despite our professional view that this is not the case. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

**4. Risk of abandonment:** the creation and issue of GoCrypto Gift tokens may be abandoned for a number of reasons, including lack of funding, and lack of commercial success or prospects (e.g. caused by competing projects).

**5. Risks associated with markets for GoCrypto Gift tokens:** the Company has chosen not to enable or otherwise facilitate any secondary speculative trading or any such external valuation of GoCrypto Gift tokens. This may restrict the contemplated avenues for using GoCrypto Gift tokens and could therefore create an illiquidity risk with respect to any GoCrypto Gift tokens you own.

**6. Risk of theft:** the Bitcoin Cash Blockchain may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of GoCrypto Gift tokens, adversely impacting any usage or functionality of GoCrypto Gift tokens.

**7. Risk of incompatible wallet service:** the wallet or wallet service provider used to receive GoCrypto Gift tokens must conform to the BEP-20 token standard in order to be technically compatible with GoCrypto Gift tokens. The failure to ensure such conformity may have the result that you will not gain access to your GoCrypto Gift tokens.

**8. Risk of uninsured losses:** unlike bank accounts or accounts at some other financial institutions, GoCrypto Gift tokens are uninsured unless you specifically obtain private insurance in respect of them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us to offer recourse to you.

**9. Risks arising from taxation:** the tax status of GoCrypto Gift tokens is uncertain. You must seek your own tax advice in connection with the storage, transfer and use of GoCrypto Gift tokens, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

**10. Risk of an unfavourable fluctuation of GoC:** If the value of GoC fluctuates unfavourably, the value of GoCrypto Gift tokens fluctuates equally. We are not responsible for such fluctuations and you should be aware that such value may diminish to zero.



**11. Risk of dissolution of the Company or network:** it is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of BNB (or other cryptographic and fiat currencies), a decrease in GoC or GoCrypto Gift tokens' utility, a failure of commercial relationships, or intellectual property ownership challenges, the Eligma Company may no longer be viable to operate and the Company may not be able to continue the development of the Elly Mobile Application and may dissolve.

**12. Risks arising from lack of governance rights:** because GoCrypto Gift tokens confer no governance rights of any kind with respect to the Company, all decisions involving the Company (including to sell or liquidate the Company) will be made by us acting at our sole and absolute discretion, and all decisions involving the Elly Mobile Application including, but not limited to, decisions to discontinue the Elly Mobile Application, or to stop issuing GoCrypto Gift tokens, will be made by us. These decisions could adversely affect the Elly Mobile Application and / or the GoCrypto Gift tokens you may hold.

**13. Risks arising from the market in which Eligma operates:** the Elly Mobile Application is subject to a variety domestic and international laws and regulations, including those with respect to consumer protection, competition, anti-money laundering and customer due diligence procedures, privacy and data protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Elly Mobile Application could be enacted, which could impact the utility of GoCrypto Gift tokens. Additionally, Elly Mobile Application users are subject to or may be adversely affected by industry-specific laws and regulations or licensing requirements. The Elly Mobile Application and GoCrypto Gift tokens could be adversely affected if any of the parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded.

**14. Risks associated with the development and maintenance of the Elly Mobile Application:** the Elly Mobile Application is still under development and may undergo significant changes over time. Although we intend for GoCrypto Gift tokens and the Elly Mobile Application to function as described in Schedule 1 to these Terms of Participation, we may have to make some changes to the specifications of GoCrypto Gift tokens or the Elly Mobile Application for any number of legitimate reasons. This could create the risk that GoCrypto Gift tokens or the Elly Mobile Application, as further developed and maintained, may not meet your expectations at the time of completing the KYC Rank 1 verification. Furthermore, despite our good faith efforts to develop and participate in the Elly Mobile Application, it is still possible that the Elly Mobile Application will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively affect the Elly Mobile Application and GoCrypto Gift tokens, and the potential utility of GoCrypto Gift tokens.

**15. Unanticipated Risks:** In addition to the risks set out in this Schedule to these Terms of Participation, there are other risks associated with your storage, transfer and use of GoCrypto Gift tokens, including those that the Company may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out in this Schedule to these Terms of Participation.