

## Propeller Ads 12 Years Birthday Anniversary Online Promo

### Terms and Conditions

#### ADVERTISERS

This Agreement governs your participation in the Propeller Ads 12 Years Birthday Anniversary Online Promo (the "Promo") described herein.

This Agreement constitutes an integral part of Propeller Ads Terms and Conditions (the "Terms and Conditions"), which you agreed upon when creating an Advertiser Account with Propeller Ads ('Advertiser Account'). Areas and/or terms not covered by this Agreement are regulated by the provisions of Propeller Ads Terms and Conditions. In the event of any inconsistency between this Agreement and the Terms and Conditions, the terms of this Agreement shall govern.

This Agreement is entered into and between:

Propeller Ads Ltd, including its affiliated and subsidiary companies (the, "Propeller Ads", "Propeller", etc.), an advertising platform that provides services for products promotion, connecting advertisers and publishers through such service globally, being the creator and owner of this Promo; and

You (the, "Advertiser", "You", "Yours", etc.), a client of Propeller Ads and therefore the holder of an Advertiser Account,

hereinafter collectively referred to as the "Parties", and separately as "Party".

**Whereas** Propeller Ads celebrates its 12 Years Birthday Anniversary and wishes to offer prizes to lucky Advertisers through the Promo; and

**Whereas** you seek to participate in the Promo and take the chance to win a prize,

**Now** you and Propeller Ads hereby agree as follows:

BY CLICKING "SEND YOUR WISH" BUTTON, AS APPLICABLE, YOU (A) CONFIRM THAT YOU ARE AWARE AND COMPLY WITH PRESENT AGREEMENT AND AGREE TO BE BOUND BY IT AND OUR PRIVACY POLICY PUBLISHED AT THE WEBSITE; (B) ACKNOWLEDGE AND AGREE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROMO AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT; (C) HEREBY REPRESENT AND WARRANT THAT YOU ARE DULLY AUTHORIZED SIGNATORY AND HAVE FULL LEGAL CAPACITY AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND THAT YOU ARE AND WILL REMAIN IN COMPLIANCE WITH PROPELLER ADS TERMS AND CONDITIONS AND THIS AGREEMENT AND THAT YOU SATISFY ALL ADVERTISER'S CONDITIONS AND REQUIREMENTS PROVIDED IN THIS AGREEMENT; (D) AGREE TO RECEIVE DIRECTLY TO YOUR E-MAIL NEWSLETTERS, TRAFFIC MONETIZATION INSIGHTS, LATEST PROMOTIONS, CASE-STUDIES AND TUTORIALS FROM US.

#### 1. Participation in the Promo

To apply for your participation in the Promo you must have an Advertiser Account with Propeller Ads or register online and send a nice wish during the period starting from July 1<sup>st</sup> 2023 and until July 31<sup>st</sup> 2023 (the "Registration Period").

For your registration to be accepted and in order to enable your participation in the Promo, you must have registered only once and by using one (1) email only, regardless the number of Advertiser Accounts you hold.

Registering more than once and/or using more than one (1) email is strictly prohibited and will automatically disqualify you from the Promo. In addition Propeller Ads may at its own discretion ban any and/or all your Advertiser Accounts at any time thereafter. Advertisers who do not meet this registration criteria will not be accepted/qualified to participate in the Promo and will not have the chance to win a prize.

Only nice, good, positive wishes will be accepted/qualified for the participation in the Promo. Advertisers sending negative, bad, malevolent wishes will not be accepted/qualified to participate in the Promo and will not win a prize.

Advertisers who meet the registration criteria above will be accepted/qualified to participate in the Promo and will have the chance to win a prize. Prizes available for accepted/qualified Advertisers include: 50 Promocodes (10 Promocodes of \$150 for minimum deposits of \$150, 20 Promocodes of \$100 for minimum deposits of \$200, 20 Promocodes of \$50 for minimum deposits of \$300), 3 Propeller Ads boxes of merchandise, one iPhone 14 Pro, one Apple watch and one GoPro camera.

## **2. Obligations of Promo Winners**

Each accepted/qualified Advertiser participating in the Promo is offered the chance to win one prize only.

The Promo winners will be randomly selected through 2 online raffles/lots which will take place on August 3<sup>rd</sup> and August 4<sup>th</sup> 2023 live on Instagram and which will be available for all accepted/qualified Advertisers to attend. On August 3<sup>rd</sup> the winners of Promocodes will be selected whereas on August 4<sup>th</sup> the winners of the boxes of merchandise, iPhone 14 Pro, Apple watch and GoPro camera, will be selected.

You hereby understand that access to the Promo requires compatible devices, and certain software (including third party software) may need updates, and your access to the Promo may be affected by the performance of these elements. You must have a high speed internet connection in order to access the Promo. When accessing the Promo through a mobile network, your network or roaming network may apply fees for data usage.

The Promo winners and/or their wishes and/or their prizes will be publicly announced/published on Propeller Ads social media channels including but not limited to Telegram, Instagram, YouTube, Twitter, etc.

Promo winners must, within seven (7) days since the publication of the lucky winners and their prizes, contact Propeller Ads through their registered email to arrange for the delivery of their prizes. Promo winners hereby understand, agree and expressly release Propeller Ads from any and all liability in any case they do not contact and/or do not reply and/or cannot be contacted by Propeller Ads for any reason within the seven (7) days' time limit.

## **3. Advertiser Representations and Warranties**

You hereby represent and warrant the following:

- You represent and warrant that you have all rights, title and interest in participating in this Promo and in the information, data you submit to Propeller Ads and that you do not breach any third party's rights whatsoever by doing so;
- You give Propeller Ads an irrevocable non-exclusive right to use and publish your email, name and any other personal information provided by you under this Agreement for the purposes of this Agreement including for the announcing/publication of the Promo winners;
- You give Propeller Ads an irrevocable non-exclusive right to use and publish your wish, content of your message and any other information provided by you under this Agreement for the purposes of marketing and advertising of Propeller Ads and its services, for the creation of contents and banners, for the announcing/publication of the Promo winners and their wish and for any other reason, way and time as per Propeller Ads sole discretion;
- You and/or your Brand is not involved in any illegal activities and/or in any advertising or marketing practices that are deceptive, misleading or fraudulent;
- You will promptly respond to all communications, in no event later than within 48 hours, whether in text, email, phone or any other form;
- You will notify Propeller Ads personnel promptly of any changes to your email or of any other information submitted by you;
- You will act in a legal, ethical manner and maintain the highest degree of professionalism and standards of integrity, honesty and responsibility in your dealings with Propeller Ads;
- You will not act in an unlawful, harmful, threatening, defamatory, offensive, harassing manner or in other similar way that may disrepute and/or harm the name, goodwill and reputation of Propeller Ads and/or its services and/or the Promo;
- You will not engage in any activity that may harm in any way the Promo, its participants and/or other participants;
- You will not interfere in any way with the Promo and/or with the provision of the prizes under this Agreement;
- You will not engage in any activity that violates or breaches Propeller Ads's or any third party's legal rights;
- You will not make any defamatory remarks and/or any untrue statements or claims about or on behalf of Propeller Ads;
- If, at any time before the online raffles/lots, your Advertiser Account is either suspended and/or banned and/or you are in breach of the Propeller Ads Terms and Condition and/or this Agreement, then Propeller Ads may at its own discretion immediately disqualify you from the Promo;
- You will not request nor receive any monetary payment under this Agreement and/or Promo, except if, when and as provided by Propeller Ads at its sole discretion;
- Any and all prizes under this Agreement are provided as is and you hereby release Propeller Ads from any responsibility and liability in relation to their functionality, dysfunctionality, malfunction, any type of mental or physical injury and/or allergy caused by them, etc and you hereby indemnify Propeller Ads against any and all legal actions in connection to the said prizes;
- You are solely and fully responsible for any and all taxes in relation to the prizes;
- Propeller Ads alone and at its own discretion defines the criteria and decides on whether to review, evaluate, accept, qualify your registration as a Propeller Ads Advertiser, your participation in this Promo and your eligibility for a Prize;
- In any case you stop and/or no longer meet the registration criteria described in clause 1. above, at the sole discretion of Propeller Ads, at any time and for any reason, you will no

longer be accepted/qualified to participate in the Promo nor having the chance to win any prize;

- Propeller Ads reserves the right to refuse and/or suspend and/or stop and/or cancel your access and/or participation in the Promo and/or all raffles/lots and not give you/deprive you/take back any Prizes, at any time without explanation nor prior warning or notification;
- Upon your deposit of any amount to Propeller Ads, you are not and you will not be entitled to any kind of refund and/or return of any amount paid to Propeller Ads, at any time and for whatsoever reason. You hereby release Propeller Ads from any liability and/or possible claim in relation to any payment processed;
- Propeller Ads gives no guarantee whatsoever in relation to this Promo, any Prize, any type of profit and/or earnings to you or to any Advertiser;
- All Prizes, requirements, acceptance/eligibility criteria and all other terms applicable under this Promo are set and defined by Propeller Ads alone and may be changed/amended/updated/terminated by Propeller Ads at any time and at its sole discretion;
- Propeller Ads has any and all rights to change and/or edit and/or amend and/or update and/or extend and/or terminate the whole or any part of this Promo and/or this Agreement in any way and at any time, including after its publication, at its sole discretion without any prior notice;
- You have no right whatsoever to argue, object, contradict, claim payment, take legal actions against Propeller Ads in relation to a decision taken by Propeller ADs concerning this Promo and/or the Prizes and/or any information and/or data you submit;
- You are strictly restricted to attempt to host or organise any event/promo in conjunction with, contiguous to or purporting to be related to the Promo or its participants without the express prior permission and cooperation of Propeller Ads. We reserve their right to take such action (legal or otherwise), including a claim for damages as we, in our sole discretion, deem appropriate in the circumstances.

In any case you are in breach of any representation and warranty, as also, of any other term of this Agreement, we reserve the right to refuse you participation into and/or to disqualify you from the Promo.

#### **4. Acts of God**

Circumstances beyond our control, including force majeure events, may necessitate substitutions, alterations, postponements, or cancellations to the content, format, themes, name, hosts, moderators, timing, platform or dates of the Promo. Force majeure events include amongst others: (a) power or server outages or issues; (b) update or maintenance periods; (c) as a result of a war, acts of God, flood, drought, earthquake or other natural disaster; (d) epidemic or pandemic; (e) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (f) nuclear, chemical or biological contamination or sonic boom; (g) any law or any action taken by a government or public authority; (h) collapse of buildings, fire, explosion or accident; (i) any labour or trade dispute, strikes, industrial action or lockouts; (j) non-performance by suppliers or subcontractors; (k) interruption or failure of utility service and/or (l) electronic or communications failure. We reserve the right to do so at any time and will not be liable to you for any cost incurred by you as a result. We will endeavour to notify you as soon as reasonably practicable of any substitutions, postponements, or changes by posting the updated information on our website/pages

and/or by sending a notice in your Advertiser Account. In any such case of cancellation, alteration, postponement, etc of the Promo, we will not be liable to you for any expenditure, damage or loss incurred by you as a result.

## **5. Warranty**

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW PROPELLER ADS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES FOR NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THIS PROMO AND PRIZES IS PROVIDED "AS IS" AND AT ADVERTISER'S OPTION AND RISK AND PROPELLER ADS DOES NOT GUARANTEE ANY WINNING, RESULTS OR SECURITY OF ANY KIND.

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE PRIZES AND YOUR PARTICIPATION IN THE PROMO. IN NO EVENT SHALL PROPELLER ADS OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, LICENSORS OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR EMOTIONAL DISTRESS, LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, THE PROMO, AND THE PRIZES INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE PROMO AND/OR PRIZES, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF PROPELLER ADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

## **6. Indemnity**

You shall indemnify, defend and hold Propeller Ads harmless from and against any and all claims, allegations, liabilities, costs and expenses (including reasonable attorneys' fees) which may be incurred by or to any third party arising out of your: (a) improper use of the Propeller Ads services and/or this Promo; (b) improper participation in the Promo; (c) use of the prizes; and (d) breach or violation of any clause of this Agreement and/or Propeller Ads Terms and Conditions including any of their updated versions.

## **7. Confidentiality and Data Protection**

This Agreement constitutes an integral part of Propeller Ads Terms and Conditions and Propeller Ads Privacy Policy which is incorporated by reference into Propeller Ads Terms and Conditions, available at [www.propellerads.com](http://www.propellerads.com) and <https://propellerads.com/privacy/> respectively. You hereby irrevocably agree to be bound by all confidentiality terms included in the Propeller Ads Terms and Conditions as also by the Propeller Ads Privacy Policy.

## **8. Term of the Agreement**

This Agreement constitutes an integral part of Propeller Ads Terms and Conditions (available at [www.propellerads.com](http://www.propellerads.com)).

This Agreement enters into force when you register as a participant in the Promo upon accepting the terms of this Agreement, and shall remain in force until automatically terminated upon the announcement/publication of the Promo winners.

This Agreement and/or Promo can and may be terminated by Propeller Ads with immediate effect, at any time and for any reason, at its own discretion, with or without prior notice.

You may only terminate this Agreement in writing and not later than 48 hours prior to the Promo.

In any event of termination, you will not have any rights to refund for any amount deposited in relation to this Agreement.

## **9. Relationship**

This Agreement is non-exclusive and the relationship between the Parties is that of an independent contractors. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or employer and employee between the Parties.

## **10. Entire Agreement and Variation**

This Agreement shall be governed by and construed in accordance with the laws of Cyprus. The courts of Cyprus shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Propeller Ads reserves the right, in its discretion, to change, amend or modify all or any part/terms of the Promo and/or this Agreement at any time unilaterally, through a notice and/or relevant information made available at Propeller Ads's website and/or at your Advertiser Account.

## **11. Miscellaneous**

The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Propeller Ads may assign this Agreement to a subsidiary or business successor. You may not assign this Agreement without the prior written consent of Propeller Ads.

All notices given under this Agreement shall be sent to you by email to the email address submitted by you when registering for this Promo. Notice shall be deemed served at the date of automatic delivery receipt. You further agree on Propeller Ads using of any communication method (email message/SMS message/phone) with contact details provided in your Advertiser Account.

You acknowledge and agree that entering into this Agreement, you have not relied and you are not relying on any representations, warranties or other statements whatsoever, whether written or oral other than those expressly set out in this Agreement, Propeller Ads Terms and Conditions, Privacy Policy or other terms and conditions published at [www.propellerads.com](http://www.propellerads.com) and that you will not have any right or remedy rising out of any representation, warranty or other statement not expressly set out in this Agreement.