

EX.CO Ultimate Euro Prediction Challenge Terms

The following are the terms and conditions of the EX.CO Ultimate Euro Prediction Challenge (the "**Promotion**" and the "**Terms**"), which is sponsored by EX.CO Technologies Ltd. ("**Company**", "**us**" or "**we**" or "**our**"). Participation in the Promotion shall be subject to the provisions below and the Company's [Terms and Conditions](#) ("**Company's Terms and Conditions**"). The Terms and the Company's Terms and Conditions shall be collectively referred to as the "**Promotion Terms**". All collection and processing of personal information as part of or in connection with participating in the Promotion is subject to and governed by our [Privacy Policy](#) ("**Privacy Policy**").

In addition, the Promotion is provided through the "Penka" mobile application ("**Penka App**") and your use of the Penka App is governed by [Penka's Terms and Conditions](#) and [Penka's Privacy Policy](#) ("**Penka's Terms**").

By participating in the Promotion, you hereby represent and warrant that you have read and shall be bound by the Promotion Terms and any and all other terms and conditions relating to the Promotion. In the event you do not agree to be bound by the Promotion Terms, or any amendment thereto, you must not participate or otherwise take part in the Promotion or to withdraw and discontinue your participation in the Promotion.

General

1. The Promotion shall commence on June 1, 2024 and conclude on July 14, 2024, at 10:00 PM CET (the "**Promotion Period**").
2. You agree that in order to participate in the Promotion (including, without limitation, in order to win any reward), you will fully comply with all applicable laws, regulations, statutes, ordinances and provisions that apply to you and to us, including, without limitation, the Promotion Terms.
3. There is no cost to enter the Promotion, or any obligation associated with participating in it, except as described below.

Eligibility

1. In order to participate in the Promotion you must be a resident of one of the following countries: United Kingdom, Norway, Denmark, Sweden, Spain and limited US states (where legally permitted) ("**Eligible Countries**"), and you hereby represent and warrant that you: (i) have an account registered with Penka; (ii) are at least 18 years old (or older, as applicable); (iii) reside in one of the Eligible Countries; (iv) are eligible under applicable law to participate in the Promotion; (v) have the full right and authority to participate in the Promotion.
2. You may not use multiple email addresses, accounts or identities or any other method in order to participate in the Promotion more than once.
3. You may not register on behalf of another person.
4. You may be asked at any time to provide us or our designated third party with proof of your age and/or identity and/or residency and you must, on demand, be able to present a valid

documentation which may enable us to verify your age, residency and/or identity to the reasonable satisfaction of our team.

5. Company's employees (including, without limitation, part-time or temporary employees), officers, and representatives, promotion agencies and/or sponsors directly involved in the administration, development, fulfilment, and execution of the Promotion, and the immediate family and other household members (i.e., spouses, parents, grandparents, children, grandchildren, roommates, housemates, significant others, partners, and siblings) of any of the above are not eligible to enter and/or to win the Promotion.
6. If you are unable to uphold these Promotion Terms, including by providing satisfactory documents, we may, at our sole reasonable discretion and at any time (both during the Promotion Term or afterwards, as applicable), exclude you from the Promotion and you may be required to forfeit any privileges or awards that have been allocated to you without compensation of any kind. You hereby irrevocably waive any claims or rights in connection with any such exclusion and/or forfeiture.

How to enter the Promotion and win the Prize

1. The Promotion consists of the prediction of the results of the Euro tournament matches. Each correct guess of a match result shall earn the participant a single point. The participant who accumulated the highest number of points during the Promotion Period (i.e., had the highest number of correct guesses) shall be declared the winner and shall be eligible to win the Prize (as defined below). If several participants have earned the same number of points, the Prize will be equally divided between the eligible winners.
2. The odds of winning are based on the number of eligible entries.
3. During the Promotion Period, you may apply to participate in the Promotion by visiting the Promotion page at: <https://content.ex.co/euro-2024>. We will review your application, and if we determine that you are eligible to participate in the Promotion, you will receive an email containing a link to the Penka App and a code for participating in the Promotion. Following that, you will be required to download the Penka App, create an account with the same email you registered with on the above link, and follow the links and instructions for entering the Promotion. The Penka App, which can be downloaded free of charge, requires an internet connection and a compatible device. For further information, please visit Penka's [website](#).
4. You must enter the Promotion during the Promotion Period in order to be eligible to win the Prize (as defined below).
5. Any requests for participation that do not comply with the foregoing may be disqualified or void at our sole reasonable discretion. No other form or method for submitting an entry will be considered, unless otherwise set forth in this Promotion Terms.
6. The choice of winners is final and binding, unless stated otherwise in these Promotion Terms.
7. Entries received that are from ineligible entrants or do not comply with these Promotion Terms will be considered void. Entries that are determined to be fraudulent will be considered void, and the person making such entry may be barred from participation in the Promotion and, in Company's sole discretion on a case-by-case basis, banned from any future participation in any future Company's promotions and/or services. Proof of sending or submission will not be deemed to be proof of receipt. You hereby agree that in no event will you have any claims against us for any submissions that were not received or acknowledged by us, for any reason whatsoever, or which were received before or after the Promotion Period.

8. Company reserves the right at its sole discretion, and at any time, to disqualify any individual who is found to be (i) acting in violation of the Promotion Terms or (ii) acting in an unsportsmanlike or disruptive manner, with the intent to disrupt or undermine the legitimate operation of the Promotion, or with the intent to annoy, abuse, threaten or harass any other person. Without limiting the foregoing, in the event the Company is prevented from continuing with the Promotion as contemplated by any event beyond their control, including, without limitation, a force majeure, fire, flood, epidemic or other national health emergency, earthquake, explosion, labour dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared,) or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, public health crisis, or other cause not reasonably within its control, then Company shall also have the right to modify, suspend, extend or terminate the Promotion. In the event that the Promotion is terminated, cancelled, or postponed for any reason whatsoever, the actual value of the Prize will be awarded to the extent required by law.
9. Without limiting the foregoing, the Company may lock out any participant who, in Company's sole judgment, has been disqualified, has questionable eligibility, or is otherwise ineligible to participate in the Promotion. Any person who attempts to undermine or interfere with the legitimate operation of the Promotion may be subject to civil and/or criminal penalty, and Company reserves the right to seek damages from any such person to the fullest extent permitted by law.
10. Use of robotic, mechanical or other forms of pre-programmed entry methods is strictly prohibited.
11. Unless otherwise specifically allowed with respect to the Promotion, you may not use multiple email addresses, accounts or identities or any other method in order to participate in the Promotion. Any use of automated system or any similar method to participate in the Promotion is strictly prohibited and may result in your disqualification from the Promotion. The person to whom the email address was assigned by the applicable operator shall be deemed as the owner of such email address.
12. Company reserves the right to modify, alter, or change the Promotion Terms, and the Prize amount of at any time in its sole discretion. All changes shall be made known prior to the beginning of the Promotion Period. You acknowledge that you shall be responsible for staying up to date with any and all changes made to the Promotion. Your continued participation in the Promotion constitutes acceptance of the modified Promotion Terms.
13. Company reserves the right (but is not obligated to) in its sole discretion, from time to time, to implement detection and enforcement measures to prevent and disqualify non-compliant entries. You hereby irrevocably waive any claims against the Company in connection with any such enforcement or similar action taken by the Company.

Prizes

1. The awarded prize for 1st place will be a digital Amazon gift card in the sum of EUR 700 and a 2nd Place digital Amazon gift card in the sum of EUR 200 (the "**Prize**"). The winner of the Prize will be publicly announced on the above landing page as well as via email within 7 days from the end of the promotion period.
2. Prizes are non-transferable and cannot be redeemed for a cash equivalent. If the Prize, or any portion thereof, cannot be granted for any reason, we reserve the right (but not the obligation) to substitute such prize for one of equal, lesser or greater value.

3. The winners are solely responsible for reporting and paying any and all applicable taxes related to the Prizes and paying any expenses associated therewith which are not specifically provided for in the Promotion Terms.
4. By participating in the Promotion, you allow the Company to contact you, for the purpose of administration of the Promotion and awarding of the Prize. We will notify each potential winner by sending a notification through the email address (which was used to register to the Services), within seven (7) days from the end of the Promotion Period.
5. Except where legally prohibited, the potential Prize winners may be required to sign and return, an affidavit or declaration of eligibility, liability and publicity release ("**Affidavit**") in order to claim the prize.
6. We will make a maximum of three (3) attempts to contact the potential winners within seventy-two (72) hours.
If we are unable to contact the potential winner within the above-specified time frame, or if such potential winner fails to sign and return the Affidavit, or is otherwise disqualified, or does not comply with the Promotion Terms, Company may revoke a participant's right to any Prize and grant it to another winner.
7. It is your sole responsibility to notify us in writing if you changed your contact details during the Promotion Period.
8. Prizes will be delivered to winners within 7 days from the end of the Promotion Period.
9. The Prize is offered "as is", and Company is not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, nor for the use, value or enjoyment of the Prize, including, without limitation, quality, condition, or fitness for a particular purpose. The winner of the Prize hereby agrees to release the Company and its affiliates, officers, directors, employees, and agents, from any and all claims in connection with the forgoing.
10. If any potential winner is required by any applicable law or the Promotion Terms to comply with additional conditions or requirements in order to participate in the Promotion and/or to receive the Prize, such potential winner must fully comply with such requirements within the time set by us and /or applicable laws as a condition to receiving the Prize.
11. If a potential winner is disqualified for any reason, we may award the Prize to an alternate winner from among the remaining eligible participants, in our sole discretion.

Limitations of liability; waiver and release

1. By entering into the Promotion, you agree to release, indemnify, and hold harmless the Company, and its respective parents, subsidiaries, affiliates, distributors, suppliers, and advertising, promotional and judging organizations and each of their respective employees, officers, directors, shareholders, and agents (collectively, the "**Indemnitees**") from and against any and all claims, actions, damages, losses, liabilities, costs, expenses (including court and reasonable attorney fees, as applicable), injuries of any kind that in any way now or hereinafter may arise from or relate to the Promotion, including without limitation (i) the administration of, and your participation in, the Promotion including but not limited to any typographical, printing, human or other errors relating to or in connection with the Promotion, the processing of entries (including of other participants), the announcement of the Prize or any related

materials, inaccurate, fraudulent, incomplete, illegible, late, lost, stolen, misdirected, undelivered, incomplete, or damaged entries, any delays in delivery or lack of availability of the Prize or any other related materials; (ii) death or bodily injury (including emotional distress), due in whole or in part, directly or indirectly, to the administration and participation in the Promotion or any Promotion-related activity; (iii) any claims or other causes of action based on a breach of any third party or person's rights including but not limited to intellectual property, publicity or privacy rights.

2. You agree that the Indemnitees are not responsible for any incorrect or inaccurate information, whether caused by other participants, or by any of the equipment or programming associated with or utilized in connection to the Promotion (including but not limited to the Penka App) and that the Indemnitees assume no responsibility for (i) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a user's participation in the Promotion or receipt or use or misuse of the Prize; (ii) any error, omission, interruption, deletion, defect, or delay in operation or transmission of the Promotion; (iii) any computer, telephone, cable, satellite, network, electronic or internet hardware or software malfunctions or failures, problems with connections, their availability, accessibility or availability; (iv) unauthorized human intervention, theft or destruction, tampering, or unauthorized access to entries and/or entry information. In case of any of the foregoing, the Indemnitees reserve the right, at their sole discretion, to cancel, terminate, modify or suspend the Promotion and select the winner from among all eligible entries received for the Promotion prior to the action taken.
3. IN NO EVENT WILL THE INDEMNITEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OTHER THAN YOUR ACTUAL OUT-OF-POCKET EXPENSES ARISING OUT OF YOUR PARTICIPATION IN THE PROMOTION. WITHOUT LIMITING THE FOREGOING, THE PROMOTION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Additional General Terms

1. Company may cancel, modify or suspend the Promotion, the Prize or any other benefit offered hereunder, including without limitation, where required for security reasons, to comply with applicable law or regulation, for example, due to abuse or otherwise where due to circumstances beyond its control (e.g., epidemic, earthquake, strike, war, act of God etc.) the Promotion is not capable of being conducted as specified.
2. If we become aware of any fraud, deceit, misconduct, dishonesty or similar action concerning your participation in the Promotion, or if you acted in a disruptive manner or with the intent to disrupt or undermine the legitimate operation of the Promotion or if you breached any of these Promotion Terms and/or any additional laws, regulations and rules which apply to your participation in the Promotion, then we reserve the right (but are not obligated) in our sole

discretion to disqualify or invalidate your entry, without limitation to any right available to us under applicable law, these Terms or any contract, to seek damages and other remedies from you to the fullest extent permitted by law. Without derogation from the forgoing, if fraud, deceit, misconduct, dishonesty or other non-compliant action is only discovered after a Prize has been granted to you, then you shall be required, upon demand, to return the Prize (or provide equivalent compensation) to us immediately upon receipt of our demand to do so.

3. You hereby acknowledge and agree that as a condition to your participation and winning of any Prize, we may be legally required to publish the following information concerning you: name, state of residence and the value of the Prize.
4. By participating in the Promotion, each participant hereby consents to Company's usage of the participant's information and material including: participant's name, email or other contact details (including, if applicable, a participant's voice or image, for example in connection to interviews or similar media related usage), his/her participation in the Promotion, Prizes won, and the substance of the participant entry form or any other Promotion submissions. Company may use such information and material in order to contact the participants or in connection to publicity and similar advertising and promotional purpose in any medium whatsoever without payment of any additional consideration. Each participant hereby grants Company a perpetual, unlimited, non-exclusive, royalty-free, right and license to use any or all of the foregoing as described above.
5. Third party terms and conditions may apply to certain parts of a prize, where applicable. For example, the gift card that will be awarded as the Prize is subject to Amazon terms and conditions as available here: <https://www.amazon.com/gift-cards/b?ie=UTF8&node=2238192011>, including with respect to the gift card expiration date.
6. This Promotion is not endorsed by, affiliated, or associated with, maintained, or sponsored by any third party. All products, services and company names referenced and/or included are the registered trademarks of their original owners. The use of any mark, name, image, or likeness is for identification and reference purposes only and does not imply any association with the trademark holder, respective individual, or their brand. The Company expressly disclaims any affiliation with any third-party trademarks or rights of publicity referenced and/or included on the Promotion, or related materials. The use of any mark, name, image, or likeness is not intended to mislead, confuse, or infringe on the copyright, rights of publicity, privacy or trademark of any third party. Such use in no way indicates any relationship with any third party, nor does it signify that any such third party is the source of, endorses, approves of, or sponsors the Promotion. We make no commercial claim to the use of any copyright, rights of publicity, or trademark of any third party, or suggestion of sponsorship or endorsement, and any such use is provided for informational purposes only.
7. The Promotion is subject to all applicable federal, state, and local laws and regulations, and is void where prohibited or restricted by law.
8. Company shall be the sole arbiter in all matters relating to the Promotion and the interpretation of these Promotion Terms. The decisions of the Company will be final as to all matters, including, without limitation, whether any entry submitted is valid or not. Entry into the Promotion constitutes agreement by entrants to abide by these Promotion Terms, as well as any other rules established by the Company.

9. The Promotion will be governed by the laws of New York, excluding its conflicts of law principles. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts located in the Borough of Manhattan, New York, USA.
10. In case of a conflict between these Terms and Company's Terms and Conditions, these Terms shall prevail.

Sponsor

1. Although the Promotion may be advertised on various social media platforms and other media outlets, such as Facebook, Instagram, X ('Twitter') or any other social media site (collectively "**Social Media Sites**") these Social Media Sites are not sponsors, endorsers, or affiliated in any way with the Promotion. All questions regarding the Promotion must be directed to the Company, not any Social Media Site. You agree as a condition of participating in the Promotion that you shall release Social Media Sites from any and all liability arising out of or relating to your entry, creation of an entry, submission of an entry, participation in the Promotion, acceptance, use, or misuse of any prize, or the broadcast, exploitation, or use of an entry.
2. Although the gift card awarded as the Prize is subject to Amazon terms and conditions, it is hereby clarified that Amazon are not a sponsor of this Promotion or affiliated with this Promotion in any way.
3. Your use of the Penka App may also be subject to Apple, Goole, Samsung or any other mobile device manufacturer, mobile platform provider etc. terms, as applicable. It is hereby clarified that neither Apple, Google nor Samsung, or any other applicable third parties are sponsors of this Promotion or affiliated with this Promotion in any way.

The Promotion is sponsored by EX.CO Technologies Ltd.

If you have any questions regarding the operation or offering of the Promotion, you may contact us:

Via e-mail: Yarden.avraham@ex.co .

Via postal address: 3 Aluf Kalman Magen Street Tel – Aviv Israel