

## General Terms of Challenge Events

These General Terms of Challenge Events (“Terms”) for Paysenger Platform's users who apply for participation in any Challenge Event as set out in these Terms. These Terms are a supplement to Paysenger’s [General Terms of Service](#) and incorporated thereto by the reference. By using Paytags in your posts at the Paysenger Platform, you agree to be legally bound by and to comply with these Terms.

All the definitions used in these Terms shall have the same meaning as in [General Terms of Service](#) unless these Terms set a different meaning.

References in these Terms to “Paysenger”, “we”, “our” or “us”, are to ATTN CAPITAL EU LTD and references to “you”, “your” are to the person who participates in Challenge Event via the Paysenger Platform and with whom Paysenger enters into these Terms.

### 1. Acceptance and Eligibility

- a. This Terms is a contract between you and Paysenger and apply to and govern your participation in Challenge Events. By posting Challenge Content with Paytags and/or participating in Challenge Event, you agree to be legally bound by and to comply with these Terms as may be amended by us from time to time at our sole discretion.
- b. The participation in Challenge Events is available only for registered users. You must all the time comply with these Terms and [General Terms of Service](#). Your non-compliance with the named rules would lead to your ineligibility for participation in Challenge Events and, thus, termination of your participation in Challenge Events.
- c. Other rules for conducting Challenge Events or your participation in them may be set by the [General Terms of Service](#) or rules of a particular Challenge Event. In the event of a discrepancy, the rules of a particular Challenge Event shall prevail.
- d. These Terms will remain in full force and effect from the moment your participation in Challenge Event begins, as set out in these Terms. You cannot terminate your participation in Challenge Event without our prior approval.

- e. We may suspend, restrict, or terminate your participation in Challenge Event, with or without explanation, by giving you notice of our actions or without such notice.

## **2. Challenge Event Participation**

- a. By conducting Challenge Event, Paysenger provides you with the opportunity:
  - i. to participate in Challenge Events by publishing Challenge Content that meets all requirements of a particular Challenge Event using a Paytag during the period of such Challenge Event;
  - ii. to participate in the prize drawing of the Challenge Event held at the end of Challenge Event period if any will be drawn after upon completion of such Challenge Event.
- b. To participate in the Challenge Event, you must publish a post that meets all of the following conditions at once:
  - i. Challenge Content published during Challenge Event period, and
  - ii. Challenge Content meets the requirements of Challenge Event, and
  - iii. Challenge Content is published using the relevant Paytag, and
  - iv. Challenge Content is not Prohibited Content.
- c. The period of Challenge Events, the requirements for Challenge Content, as well as any other specific conditions of Challenge Events may be published on the Paysenger Platform.
- d. You hereby represent and warrant that during participation in the Challenge Events you will not upload, post, send, transmit, stream, deliver, make accessible or available for other user's view, listening or access or anyhow provide Challenge Content that violates any third party's intellectual property rights.
- e. One user can obtain only one prize, if any will be drawn upon completion of such Challenge Event. One user cannot receive multiple prizes unless other is specifically determined by us.
- f. Paysenger shall have the right to terminate your participation in Challenge Event, refuse to award you a prize if suspect you of fraud, deception or any violation of these Terms or [General Terms of Service](#).

- g. If you participate in any Challenge Event, Paysenger does not guarantee or warrant that you receive any prizes, assets, benefits or privileges.

### **3. Intellectual Property and Ownership**

- a. You reserve all the rights in your Challenge Content that you submit to participate in Challenge Event. In addition to a licensing provisions of these Terms and [General Terms of Service](#), you hereby grant to us, our affiliates and successors as well as to third parties that host, sponsor or are beneficiaries of the corresponding Challenge Event (collectively, “Event Beneficiaries”), a non-exclusive, worldwide, assignable, sublicensable, non-revocable, perpetual, and royalty-free license to make copies of, display, perform, reproduce, and distribute your Challenge Content on any media whether now known or later discovered for the broad purpose of operating, promoting, sharing, developing, marketing, and advertising the business or non-profit activities of Event Beneficiaries, creating public awareness of nature or problematic underlying Challenge Event, or any other purpose related to nature or problematic underlying Challenge Event, including without limitation, the express right to: (i) display or perform such Challenge Content on any platform, website, social media, blogs, editorials, advertising, market reports, virtual galleries, museums, virtual environments, editorials, or to the public; (ii) create and distribute digital or physical derivative works based on your Challenge Content, including without limitation, compilations, collective works, and anthologies; and (iii) incorporate your Challenge Content in movies, films, videos, video games, or any other forms of media in relation to above mentioned purpose.

### **4. General provisions.**

- a. All notices and communications by you to us under these Terms shall be made in writing to e-mail: [support@paysenger.com](mailto:support@paysenger.com) and are effective on the date received (unless the notice specifies a later date).
- b. These General Terms of Challenge Events, Terms of Service for Creators, [General Terms of Service](#), [Privacy Policy](#), and all other documents incorporated by reference herein and therein, comprise the entire agreement between you and us.
- c. Section headings in these Terms are for convenience only, and shall not govern the meaning or interpretation of any provision of these Terms.

- d. These Terms are personal to you, you cannot transfer or assign your rights, licenses, interests and/or obligations to anyone else. We may transfer or assign our rights, licenses, interests and/or our obligations at any time, including as part of a merger, acquisition or other corporate reorganisation involving the Paysenger Platform.
- e. If any provision of these Terms is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision.
- f. We may not always strictly enforce our rights under these Terms. If we do this, it will be just a temporary measure and we may enforce our rights strictly again at any time.
- g. These Terms and any information or notifications that you or we are to provide should be in English. Any translation of these Terms or other documents is provided for your convenience only. In the event of any inconsistency, the English language version of these Terms or other documents shall prevail.
- h. These Terms are deemed entered into by the parties in the Republic of Cyprus. These Terms shall be governed exclusively under the laws of the Republic of Cyprus and shall be subject to the exclusive jurisdiction of the Republic of Cyprus courts.
- i. We may modify these Terms by providing notice of such changes, such as by sending you an email, providing notice through the Paysenger Platform, or updating the “Last Updated” date of these Terms. By continuing to access or use the Paysenger Platform, you confirm your agreement to the modified Terms. If you do not agree to any modification to these Terms, you must stop using the Paysenger Platform. We encourage you to frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Paysenger Platform.

Last Updated on 6 April 2023