

# **TERMS AND CONDITIONS of the Summer Heat 2019 Special**

## **1. Objective of the Special and General Provisions Thereof**

1.1. The following Terms and Conditions of the Summer Heat 2019 Special (hereinafter referred to as the "Terms and Conditions") have been drawn and approved by Gerchik & Co. Ltd. (hereinafter referred to as the "Company") within the framework of the Summer Heat 2019 Special (hereinafter referred to as the "Special"), stipulating the procedure for participation in the aforementioned Special and procedure for winner determination by the Company. The said shall apply to all persons qualified by the Company as participants of the Special (hereinafter referred to as the "Participants").

1.2. The objective of the Special is to determine the winners thereof among all Participants of the Special through a random selection of the registration numbers of the Participants in the manner described below:

- **until July 3<sup>rd</sup>, 2019**: **Apple iPhone XS Max 256GB Gold (MT552) or Samsung Galaxy S9+ SM-G965 DS 256GB Black (SM-G965FZKH)** giveaway shall be run at choice of the winner among all of the Participants who replenished their Customer Account for a total amount of \$1,000 (or the equivalent of this amount in euro) and up throughout June;

- **until August 5th, 2019**: the **Apple iPhone XS Max 256GB Gold (MT552) or Samsung Galaxy S9+ SM-G965 DS 256GB Black (SM-G965FZKH)** giveaway shall be run at choice of the winner among all of the Participants who replenished their Customer Account for a total amount of \$1,000 (or the equivalent of this amount in euro) and up throughout July;

- **until September 5th, 2019**: the **Apple iPhone XS Max 256GB Gold (MT552) or Samsung Galaxy S9+ SM-G965 DS 256GB Black (SM-G965FZKH)** giveaway shall be run at choice of the winner among all of the Participants who replenished their Customer Account for a total amount of \$1,000 (or the equivalent of this amount in euro) and up throughout August, as well as the giveaway of a deposit amounting to **3,000 U.S. dollars** credited by the Company to the Participant's Customer Account shall be run among all of the Participants who replenished their Customer Account for the amount starting from **\$1,000** (or the equivalent of this amount in euro) and more throughout the period defined in c.2.1. hereof.

## **2. Procedure for Hosting the Special**

2.1. The Company hereby establishes the following time period of the Special, namely from June 1st, 2019, 12:00 a.m MSK until August 31st, 2019, 11:59 p.m. MSK.

2.2. The Company shall reserve its right to make any alterations to the model of the prizes referred to in Paragraph 1.2. hereof as it deems fit, as well as personally determine complete equipment, color and other technical specifications thereof without securing approval of such actions from the Participants of the Special.

2.3. Every Customer of the Company without exception who will replenish his/her Customer Account within the time period indicated in Paragraph 1.2 have replenished their accounts opened with the Company by one or more transactions within one of the third periods prior the hosting procedure and fulfilled other requirements of the Conditions, shall become the Participants of the Special;

2.4. Provided that the requirements outlined in Paragraph 1.2. hereof are fulfilled, one registration

number shall be assigned to each Participant of the Special, depending on the giveaways referred to in Paragraph 1.2. of the following Terms and Conditions. With respect to all categories of Participants of the Special, their multiple participation in the Company's giveaways specified in paragraph 1.2 hereof shall be permitted. The registration numbers of all Participants, including those who have already participated and/or won in previous drawings, shall participate in the drawing of the deposit.

### **3. Winner Determination Procedure and Prize Accrual / Handover Terms**

3.1. Determination of the winners from the total number of Participants of the Special for the purpose of calculating the prize amounts/handing over the prizes listed in Paragraph 1.2. hereof shall be performed in accordance with the dates stipulated in the following Terms and Conditions. Video footages featuring winner determination process shall be published on the Company's official website.

3.2. The results of the prize amount/prize giveaways in accordance with the Special shall be published on the Company's official website with the indication of the winning registration numbers. The winners of the Special shall be informed by the Company additionally by email indicated by the said Participants when registering on the Company's official website.

3.3. Prize amounts referred to in Paragraph 1.2. hereof shall be credited to the winners' Customer Accounts opened in the Company within 5 (five) business days upon the relevant giveaway without any restrictions linked to the subsequent withdrawal thereof. Prizes can be handed over to the winners in the Company's partner offices or sent to the winners by the courier as agreed upon with the Company.

3.4. Should it be agreed upon between the winner of the Special and the Company and in cases where there is such a possibility, the Company may credit the prize equivalent value to the Customer Account of the winner in question. If the winner of the Special wishes to receive the prize equivalent value to his/her Customer Account, the said winner shall forward a written request to the Company's email. In such a case, the Company shall have the right to personally determine the relevant equivalent value of the prize as it deems fit. The prize equivalent value shall be credited to the winner's Customer Account within 5 (five) business days upon receipt of the relevant request sent by the winner of the Special.

3.5. All winners of the Special agree to have their full name (first name, patronymic, and last name) published on the official website of the Company.

### **4. Final Provisions**

4.1. The Company shall have the right to introduce any amendments and/or modifications to these Terms and Conditions as it deems fit. The said amendments and/or modifications shall become effective on the date of their publication in the form of an updated version thereof, whereupon all Participants of the Special shall be deemed duly notified thereof by the Company upon introduction of the aforementioned amendments and/or modifications thereto.

4.2. The Company shall have the right to revoke the "Participant" status of any Participant, should the said Participant fail to comply with these Terms and Conditions, and/or commit any other improper acts in the course of the Special. If the said decision is made, the Company shall have the right not to inform the Participant about the decision made and substantiate it.

4.3. The Company shall have the right to make alterations to the prize amount i.e. increase or decrease it within the framework of the Special. A similar right of the Company shall be applicable to any terms and dates indicated herein.

4.4. Should there be any reasons for sending appeals associated with this Special and/or the process of

participation therein, the Participants shall be able to contact the Company at [support@gerchikco.com](mailto:support@gerchikco.com)

4.5. All terms and expressions used herein shall be interpreted as defined in the Company's Customer Agreement available at [https://gerchikco.com/docs/information/Customer\\_agreement.pdf](https://gerchikco.com/docs/information/Customer_agreement.pdf).

4.6. Participants of the Special shall recognize the Terms and Conditions as the only official document the procedure of the Special, and undertake to abide the Terms and Conditions.

4.7. Present Terms and Conditions are published on the official website of the Company at \_\_\_\_\_ and are publicly available. Each Participant of the Special shall be deemed informed of the Terms and cannot declare otherwise during the participation in the Special. In case of disagreement with the Terms and unwillingness to participate, the Participant shall be obliged to send the Company a corresponding refusal, afterwards the Company makes the decision on depriving such Participant of his/her status and right to participate in the Special.