

ZebPay Market Maker Challenge

– Terms & Conditions

These Terms & Conditions pertain to the Market Maker Challenge organized by Awlencan Innovations India Limited (hereinafter referred to as “**ZebPay**”). ZebPay is organizing a “Market Maker Challenge” (the “Program”) open to users having an active account with ZebPay’s Indian platform who have received a personally addressed, non-transferable email offer to participate (each such user is hereinafter referred to as a “Participant”).

These terms and conditions shall apply to all the Participants. By accessing the ZebPay platform and participating in the Program, you confirm that you accept these Terms and Conditions and that you agree to fully comply with them and any additions/modifications thereto that may be made from time to time. By participating in the Program, you further grant your consent to ZebPay to contact you by any mode of communication, in the manner permitted by applicable law.

You are also bound by the Terms of Use, Privacy Policy, and other terms available at <https://www.zebpay.com/in/terms-of-use>, <https://www.zebpay.com/in/privacy-policy>, (hereinafter for the sake of brevity together referred to as “**ZebPay Policies**”).

Words capitalized and not defined hereunder shall have the meaning ascribed to them under the “**ZebPay Policies**” referred to above.

1. **Eligibility:** In order to be eligible to participate in the Program, a Participant is required to satisfy all of the following criteria:
 - I. Only those users of ZebPay’s India platform who have received a personal email invitation alone shall be allowed to participate in the Program.
 - II. Participants are not permitted to transfer their invitation or otherwise confer or appear to confer eligibility to any other person or entity in the Program.
 - III. Every Participant who has commenced to take part in the Program in accordance with these terms and conditions hereby grants ZebPay and/or any of its third-party vendors the right to communicate with such Participant by email / phone / messenger and/or other means of communications in relation to their participation in the Program, in compliance with applicable laws.
 - IV. In order to be eligible for rewards of the Program, a Participant should have an active account with ZebPay throughout the time period when the Program is active.
2. **Program Period:** The program will be effective from 11 April, 2020, 00.00 UTC (Universal Time Coordinates) to 30 April, 2020, 23.59 UTC (Universal Time Coordinates). However, ZebPay at its sole discretion may alter or extend or cancel the program at any time. Participants are advised to check updated terms from time to time.
3. **Program- Rules & Rewards:**
 - Participant(s) meeting or exceeding the **maker** volume goal (for trading in INR pairs) specified in the email offer addressed to them are eligible for the rewards, subject to satisfaction of terms & conditions of the Program.

- Participant(s) shall be eligible only for the prize(s) specified in the individual email offer addressed to them and will receive their rewards from ZebPay on or after 1st May 2020.
- Taker Volumes and volumes traded in crypto-crypto pairs will not be considered for this challenge and/or for determination of rewards or prize eligibility.
- The winners shall be announced on or after 1 May 2020 on the ZebPay website. Rewards shall be credited to the Participant's account within 7 working days of winner announcements, subject to factors outside ZebPay's control.
- Notwithstanding anything to the contrary contained herein, ZebPay reserves the right to disqualify or disallow any Participants/trade/transaction if ZebPay, at its sole discretion, is of the opinion that the particular Participant/trade/transaction falls under the purview of "wash trading" or that such trade/transaction has been done for the purpose of feeding false or and/misleading information to the market. ZebPay's decision in this regard shall be final and binding, and by participating in the Program, all the Participants expressly understand and agree with ZebPay's rights as specified above.
- The reward structure for the Program shall be published on the ZebPay website from time to time. Please refer to <https://www.zebpay.com/in/trading-challenge> for the rules and rewards of the Program.

4. **Rewards:** The rewards of the Program are non-transferable, non-negotiable, and final. ZebPay reserves the right to change or substitute the rewards in any manner and /or at any time, in any manner of its choosing and reserves the right to withhold the reward, at its sole and absolute discretion, and shall not be liable to any party/person in any manner whatsoever regarding the same. The rewards shall be given in Participant's ZebPay account and shall be governed by ZebPay's Policies.
5. **Release; No Warranties:** Each Participant hereby releases and discharges ZebPay from any and all claims, damages, losses (whether perceived or actual) and/or cause of action, known or unknown, arising from or relating to the rewards and/or their participation in the Program. ZebPay does not provide any warranties of any kind to the Participant with respect to the Program. ZebPay hereby disclaims any and all representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose and non-infringement in relation to the Program.
6. **Disqualification:** ZebPay reserves the right to disqualify any Participant on the grounds of unfair trading practices, including but not limited to distorting reported trade volumes by collusion or any other unfair means, disseminating false information, as well as any breach of any terms herein, and/or breach of any terms of the ZebPay policies available at website: [zebpay.com](https://www.zebpay.com) (all at Zebpay's sole discretion).
7. **Promotional Event:** The Participant acknowledges that the Program is only an event for promoting trading on ZebPay's India platform, including the ZebPay app, and participation in the Program is completely voluntary. The Program is only a promotional event and does not constitute an offer from ZebPay. Participation does not confer any rights or privileges, whether contractual or otherwise, on the Participant. It is clarified that a Participant's participation in this Program does not constitute an acceptance, nor in any way does participation in this Program constitute a legally binding contract. ZebPay at its own discretion reserves the full right to withdraw and/or alter any of the Terms at any time, with or without prior notice.
8. **Taxes:** The rewards contemplated hereunder shall be inclusive of any and all taxes. ZebPay shall not be responsible for any tax liability on the Participant(s) that may be imposed on the

rewards to winners under applicable law. The Participant shall bear all responsibility for payments of all taxes towards their rewards. ZebPay in no manner shall provide any tax guidance or advice on this matter to any Participant and the Participant may engage independent consultants/advisors to seek any advice in this regard in their sole discretion. If required by applicable law, ZebPay shall credit the rewards to the eligible Participants after tax deduction at source.

9. **Disputes:** In the event of any dispute regarding these terms and conditions, rules, conduct, results and all other matters relating to the Program, the decision of ZebPay shall be final and binding.

10. Disclaimer:

- I. Trading in cryptographic assets is subject to market, technical and legal risks. Prices of cryptographic assets on the ZebPay platform may differ from other exchanges due to local demand and supply. Please note that ZebPay does not regulate the prices of cryptographic assets. ZebPay doesn't guarantee any returns or profits by trading in cryptographic assets. Participant(s) shall use ZebPay's services to participate in the Program or to trade in the crypto/ cryptographic assets at their own risk and discretion.
- II. Notwithstanding anything contrary contained herein, ZebPay reserves the right to amend the terms and conditions of the program at any point of time without serving any notice whatsoever to anyone.
- III. To the extent not prohibited by applicable law, ZebPay shall have no liability whatsoever to the Participants and/or any third party, whether for breach or in tort. Notwithstanding the foregoing, ZebPay shall not be liable to the Participants and/or any third parties for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of the Program however it arises, whether for breach or in tort, even if the Participant and/or third party has been previously advised of the possibility of such damage.