# Terms and Conditions for Cake's Bitcoin Pizza Day ("T&Cs")

- 1. Participation in the Cake Bitcoin Pizza Day (the "**Promotion**") is subject to these T&Cs. Entry into this Promotion shall be deemed as acceptance of these T&Cs, including any amendments, additions, replacements, variations and modifications thereto. By entering the Promotion, participants agree to be bound by and to comply with the T&Cs. Noncompliance with or breach of any of these T&Cs may disqualify a participant at any stage of the Promotion, and any prizes won may be forfeited, withheld, withdrawn or reclaimed.
- In the event of any inconsistency between these T&Cs and the terms of any marketing or promotional material relating to the Cake Bitcoin Pizza Day, these terms and conditions shall prevail.
- 3. Promotion Period: This Promotion will run from **8 May 2023**, **1600 hours to 29 May 2023**, **1600 hours** (both dates inclusive, Singapore time).
- 4. Eligibility of participants
  - 1. You must have successfully completed Cake's <u>know-your-customer</u> ("KYC") <u>onboarding process</u> before participating in this Promotion (minimum KYC Level 1).

### 5. Mechanics

Participants will have to successfully predict the USD price of the following cryptocurrency as at **7 June 2023**, **11:55 pm SGT** (the "**price timing**")

## 1. BTC price prediction

- (a) Participants will have to successfully predict the USD price of one (1) Bitcoin (BTC) as at the price timing. The USD price must be <u>rounded down</u> to one decimal place.
  - (i) For example, if you predict that the price of Bitcoin will be 29000.58 USD, then your guess must be submitted as 29000.5.
- (b) Cake will rely on a neutral third-party platform, CoinMarketCap\*, in order to obtain the BTC USD price.

## 2. DFI price prediction

- (a) Participants will have to successfully predict the USD price of one (1) DeFiChain (DFI) as at the price timing. The USD price must be <u>rounded down</u> to two decimal places.
  - (i) For example, if you predict that the price of DeFiChain will be 0.5863 USD, then your guess must be submitted as 0.58.
- (b) Cake will rely on a neutral third-party platform, CoinMarketCap\*, in order to obtain the DFI USD price.

- 3. Participants must submit both BTC and DFI price predictions to Cake in order to take part in this Promotion.
- 4. Participants may resubmit their predictions up till the end of the Promotion Period. Cake will rely on the <u>last</u> prediction submitted by you in determining whether you have made a successful prediction.
- 6. The Promotion prizes will be awarded as follows: -

### 1. BTC price prediction

- (a) For successful prediction of the USD price of one (1) BTC at the price timing: USD 5,500 worth of BTC to be split among the successful participants (the "BTC prize pool").
- (b) Cake will rely on the price of BTC as at the BTC prize pool payout date and time in order to calculate the total amount of BTC to transfer to the successful participants.
- (c) Each successful participant's portion of the BTC prize pool will be sent to their Cake wallet after verification has been obtained and conducted to Cake's satisfaction.

#### 2. DFI price prediction

- (a) For successful prediction of the USD price of one (1) DFI at the price timing, the following prize will be awarded:
  - (i) If the successful participant is not an existing cakeELITE member: voucher code for a free one (1) month cakeELITE membership (monthly membership tier and rewards).
  - (ii) If the successful participant is an existing cakeELITE member: **USD 5** worth of **DFI**, which will be sent to their Cake wallet after verification has been obtained and conducted to Cake's satisfaction.
    - (1) Cake will rely on the price of DFI as at the DFI prize payout date and time in order to calculate the total amount of DFI to transfer to the successful participants.
- (b) If you receive the voucher code for a free one (1) month cakeELITE membership, you hereby acknowledge that you are aware that the cakeELITE membership will automatically renew on a calendar month basis at the then-applicable cakeELITE Monthly Membership rate, until you cancel your membership. Our Payment Processor may but is not obliged to notify you seven (7) calendar days before the renewal fee is billed. Your attention is hereby drawn to our <u>Terms and Conditions</u>, which specify the terms governing the cakeELITE membership.
- 7. The prizes are as stated and no cash or other alternatives will be offered. Cake accepts no responsibility for any tax or other liability that may arise from the prizes. The prizes are not

transferable, are subject to availability, and will not be replaced if lost, damaged, or stolen after receipt by the successful Participants.

- 8. Cake may amend these T&Cs at any time at our sole and absolute discretion, without notice to you or providing any reason thereof. The right to amend terms and conditions includes, without limitation: -
  - (i) Changing, removing, or replacing the prizes;
  - (ii) Suspend, withdraw, or terminate the Promotion;
  - (iii) changing the eligibility of participants, the basis and methods of identification of any winner(s) and any dates in connection with the Promotion, the Promotion Period, and the deadline(s);
  - (iv) or any other changes in order to protect the interests of the Cake Group; and
  - (v) or under circumstances of abuse.

Cake shall not, to the extent permitted by law, be liable for any claims, costs, expenses, loss or damage suffered by any person as a result of the aforementioned changes.

- Each successful participant consents to Cake disclosing and/or publishing his/her name, particulars and/or photographs for publicity purposes. Each successful participant agrees to co-operate with and participate in any advertising or publicity activities conducted by Cake relating to the Promotion.
- 10. By participating in the Promotion, participants are deemed to have agreed with Cake's <a href="Privacy Policy">Privacy Policy</a> with regards to the collection, processing, use, disclosure of any personal data which it may obtain during this Promotion.
- 11. All other Cake DeFi Terms and Conditions apply.

\*For the avoidance of doubt, we are not affiliated, associated, authorized, endorsed by, or in any way officially connected with CoinMarketCap OpCo, LLC or any of its subsidiaries or its affiliates. The name CoinMarketCap as well as related names, marks, emblems and images are registered trademarks of their respective owners.