

GLM Voucher

Terms & Conditions

IMPORTANT – PLEASE READ

BY OBTAINING OR USING A VOUCHER, YOU (THE “**YOU**”) AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS (“**TERMS**”), AND YOU EXPRESSLY ACKNOWLEDGE AND AGREE YOU HAVE READ AND UNDERSTAND ALL TERMS AND CONDITIONS IN THIS DOCUMENT.

1. DEFINITIONS

1. Terms used in this document have the meaning given herein below:

Voucher – a digital, unique code authorizing the User to get a nominal number of GLM and MATIC tokens to use such code via the e-mail: airdrop@golem.network

Activity - condition for awarding the Voucher to the User announced by the Issuer during the Event (e.g. asking questions or answering questions by the Event participant).

Event - means an online or on-site event in which Golem participates for marketing or promotional purposes.

User – an each-time holder of the Voucher.

2. ORGANIZER AND FOUNDER

1.1. Each Voucher is issued by **Golem Factory GmbH**, a company organized and existing under the laws of the Switzerland, with its registered office in Zug at Gubelstrasse 11 (street), Postal code: 6300 Zug, entered into the commercial register under CHE-143.168.192 number (hereinafter called “**Issuer**” or “**Golem**”).

3. BINDING AGREEMENT

2.1. The Voucher issuance is run solely under these Terms and generally applicable law of Switzerland.

2.2. You agree that obtaining or using the Voucher constitutes agreement to these Terms without reservations. These Terms form a binding legal agreement between you and Issuer with respect to the Voucher. This means Golem will choose the Event participant, and Voucher will be awarded in accordance with these Terms.

4. ELIGIBILITY CRITERIA

3.1. An eligible User must be a natural person who is at least 18 years old or is above the age of legal capacity where the Participant resides and who can form a legally binding agreement, have the full, right, power and authority to enter into and to comply with the obligations under these Terms.

3.2. Employees of Golem and its respective parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Golem through an outsourcer or temporary employment agency, and their

respective immediate family members (defined as parents, children, siblings and spouse, including step and foster relations) and persons living in their same household (whether or not related), **are not** eligible to receive and use the Voucher.

- 3.3. In using the Voucher, you confirm that you are eligible to do so and eligible to redeem the Voucher. Organizer reserves the right to verify the eligibility of all Users (e.g. request written proof of age of any User).

5. GENERAL CONDITIONS FOR GOLEM VOUCHERS

- 4.1. Each Voucher is awarded exclusively to the User selected by the Issuer as a reward for its Activity.
- 4.2. Each voucher can only be redeemed by the User for the number of GLM tokens specified on the Voucher.
- 4.3. Holder of a voucher is the person indicated by a Golem and using it in the process of GLM' redemption.
- 4.4. Voucher is issued free of charge to the User and sponsored by the Issuer.
- 4.5. Voucher can be issued:
- a) via e-mail contact, e-mail address for contact purposes: airdrop@golem.network (in a form of electronic code or file sent in PDF format);
 - b) directly at Golem Events or with the participation of Golem (Voucher in a paper form);
 - c) at Golem's partners who distribute Vouchers (voucher in the form of an electronic code).
- 4.6. Vouchers can be redeemed by email only. There is no option for phone or in person redemption. Redemption contact details are as follows:

airdrop@golem.network

- 4.7. Only one Voucher can be used by one User.
- 4.8. Vouchers are valid for 1 month from date of issue, unless the Issuer, based upon separate arrangements with the User, determines any other validity term. Unused GLM will not be refunded or attributed to any transactions after the expiry date.
- 4.9. The Voucher may only be used one-time in its entirety. No change or credit given in the event that the Voucher value exceeds the total number of GLM tokens – for example where a 100 GLM voucher is used to get a 95 GLM.
- 4.10. All taxes, if any, and other expenses, costs, or fees associated with the acceptance and/ or use of any Voucher are the sole responsibility of each User who is advised to seek independent counsel regarding the tax implications of accepting a Voucher.
- 4.11. All other than GLM Voucher values presented by Organizer (e.g. in USD) are provided for your reference and convenience only. The Organizer is not responsible for inaccurate Voucher details supplied to any User by any third party.

6. VOUCHER RESTRICTIONS

- 5.1. Reselling and an attempt of reselling makes a Voucher invalid.
- 5.2. Vouchers cannot be redeemed for cash, returned for a refund, have their balances consolidated to a new voucher or be replaced after expiry and are not legal tender, account cards, credit or debit cards or securities.

- 5.3. Vouchers granted according to the Terms set out herein, may not be used to purchase other Vouchers.
- 5.4. The User is not entitled to any claims against the Issuer with regard to any loss, theft or destruction of the Voucher or its expiration. Therefore Vouchers cannot be replaced, exchanged or refunded if lost, stolen or destroyed. If you suspect an unauthorized activity, immediately report this to airdrop@golem.network providing all details, including Voucher number.
- 5.5. Issuer is not responsible for Vouchers, which after being transferred to the Golem, were lost or destroyed.
- 5.6. Golem reserves the right to cancel a Voucher if we deem such action necessary. If so, we may either provide a replacement Voucher of equivalent number of GLM tokens unless we suspect fraud in relation to a Voucher.

7. DATA PROTECTION

Golem underlines that the User's personal data (email addresses and/or name) are used only for the purpose of redeeming the Voucher as per data protection regulations to comply with the contractual obligations. Golem also states that this data will not be forwarded to third parties or given to them for use and will be treated confidentially as per the GDPR unless the participant expresses consent to have the information transferred to partner companies. A withdrawal of consent via email to contact@golem.network is possible at any time. By obtaining or using the Voucher, the User hereby, expresses consent to the storage of his email address and the stated personal data and that the data can be used for the redemption of the Voucher. Golem reserves the right to check the correctness of the data provided by the User. The User can gather information about the data stored by Golem at any time free of charge. Your personal data will be deleted as soon as they are no longer required for the aforementioned purposes. However, it may be necessary for Golem to continue to store your data until the expiration of the obligations and periods of retention specified by the legislator or supervisory authorities. For more information, consult our privacy statement on <https://www.golem.network/privacy>.

8. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with Swiss law, excluding the Swiss conflict of law rules. The application of the United Nations Convention for Contracts for the International Sales of Goods is hereby expressly excluded. Any dispute, controversy or claim arising out of or in connection with these Terms or the breach, termination, existence, legal competence or invalidity thereof, shall be exclusively settled by the courts of Zürich, Switzerland, venue being Zurich 1.

9. AMENDMENTS

The Organizer reserves the right to amend these Terms. Any amendments will be published on the <https://github.com/golemfactory/golem-js/wiki/GLM-Vouchers-Terms-and-Conditions>