

NinjaTrader Arena

by NinjaTrader, LLC

a software development company.

ENTRY AND AGREEMENT TERMS AND CONDITIONS

NINJATRADER ARENA BY NINJATRADER, LLC (THE “PROGRAM”) IS A COMPETITION OF SKILL. THE PROGRAM IS OPEN TO LEGAL RESIDENTS OF ELIGIBLE STATES, TERRITORIES, AND COUNTRIES WHO MEET THE ELIGIBLE AGE REQUIREMENT AND ALL OTHER ELIGIBILITY REQUIREMENTS, AS DETERMINED BY NINJATRADER, LLC (THE “SPONSOR” OR “NT”) IN ITS SOLE DISCRETION. DO NOT ENTER AND DO NOT PARTICIPATE IF YOU ARE NOT ELIGIBLE AND/OR UNABLE TO PROVIDE PROOF OF YOUR ELIGIBILITY AS MAY BE REQUIRED BY THE SPONSOR; IF YOU ARE LOCATED IN OR A RESIDENT OF ANY STATE, TERRITORY OR COUNTRY AT THE TIME OF ENTRY WHERE THE PROGRAM IS UNLAWFUL, WHERE PARTICIPATION IN THE PROGRAM WOULD BE UNLAWFUL, AND/OR WHERE REGISTRATION, BONDING OR LOCALIZATION MAY BE OR IS REQUIRED. YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING THAT YOUR PARTICIPATION IN THE PROGRAM COMPLIES WITH APPLICABLE LAWS IN YOUR JURISDICTION. THE PROGRAM IS VOID WHERE PROHIBITED BY LAW, REGULATION, RULE, ORDINANCE OR OTHERWISE.

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO PARTICIPATE OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY WEBSITES AND BEFORE APPLYING OR PARTICIPATING IN THE PROGRAM.

By participating in the Program, all participants (“You”, “Your” and “Participant”) agree to each and all of these “Terms and Conditions” and all decisions of the Sponsor, including without any limitation, decisions regarding eligibility, disqualification, winners, prize fulfillment and forfeiture, and interpretation of these Terms and Conditions, which are final and binding in all respects.

Please refer to <https://arena.ninjatrader.com> (the “Program Page”) for further details applicable to the Program. Do not use the websites, enter the Program or participate in the Program, unless you agree to the Terms and Conditions and are eligible to participate in the Program.

1. ELIGIBILITY:

The Program is open to legal residents of all fifty states of the United States of America, its territories and possessions, and countries where participation or promotion of the Program does not violate federal, state, province, territory, or local laws, regulations, rules, or ordinances who are the greater of: (a) eighteen (18) years old or, if a legal resident of any of the following states or provinces/territories, nineteen (19) years old: Nebraska (United States), Alabama (United States), and (b) the age of majority in Participant’s respective state or province/territory (the “**Eligible Age**”), and who are not subject to any sanctions administered or imposed by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the European Union, HM Treasury, the United Nations Security Council, or any other government entity or regulatory authority which has jurisdiction over the Participant. Do not enter and do not participate in the Program if you are unclear on how the jurisdiction where you reside would treat the lawfulness or the legality of this Program and your entry or participation in the Program (the “**Eligible Territories**”). Employees, contractors, directors, representatives, agents, and officers of the Sponsor, and its parents, affiliates, subsidiaries, distributors, sales representatives, retailers, and advertising, promotion and judging agencies and all other service agencies involved with the Program, and members of the immediate family (including without

limitation spouse, parent, child, sibling and their respective spouse) and household (whether related or not related) of each such person are **not eligible** to participate in the Program. The Program is not offered to You, and You are not eligible to win if You are a resident of a jurisdiction where the promotion of this Program by the Sponsor or participation in the Program by You violates any laws, rules, regulations, or ordinances. To be eligible, the first and last name for Your account for the Program must match the Your legal first and last name on Your government issued identification. Each Participant is subject to verification by the Sponsor, including without limitation, to the verification of Your legal first and last name, age, residence and any other eligibility criteria deemed necessary by the Sponsor, in its sole and absolute discretion, and in the manner or form deemed necessary by the Sponsor, in its sole and absolute discretion. Failure of You to provide the requested and required proof of eligibility, in the manner and form and within the time period required by the Sponsor, in its sole and absolute discretion, will or may result in a finding of determination of ineligibility of You in the Program by the Sponsor, in its sole and absolute discretion. If a Participant is found not to be eligible or not in compliance with these Terms and Conditions, the Participant will be disqualified in the sole and absolute discretion of the Sponsor.

Sponsor reserves the right to disqualify any Participant if it is demonstrated on reasonable grounds, as determined in the sole and absolute discretion of the Sponsor, that the Participant's participation in the Program or receipt of prize (A) would violate any laws, regulations, rules, or ordinances; (B) would violate the Terms and Conditions; or (C) would or may damage the reputation of the Sponsor, any Participant, and/or any other individual or entity. Sponsor also reserves the right, at any time and in its sole and absolute discretion, to disqualify and/or deem ineligible to participate in this Program, You and any Participant who Sponsor believes to be: (D) tampering with the entry process or the operation of the Program or any related website; (E) acting in violation of these Official Rules or Sponsor's Privacy Policy or other terms, conditions or guidelines; (F) acting in bad faith or a disruptive manner; (G) disrupting or undermining the legitimate operation of the Program; or (H) annoying, abusing, threatening or harassing You, any other Participant, or any other person associated with or not associated with the Program. Sponsor reserves all rights and remedies to seek redress, including damages and other remedies, from any such person to the fullest extent permitted by law.

Each Participant is limited to one (1) entry per person, e-mail address and account. Multiple entries by the same Participant are prohibited. Any Participant who submits multiple entries or is found to control, in whole or part, more than one (1) account shall be disqualified from the Program and shall be ineligible to participate in or receive any payout prize.

If a Participant is disqualified from the Program, whether before, during or after conclusion of the Program, that Participant shall not be entitled to participate in or receive any payout prizes. You understand, acknowledge, and agree that a disqualification of any Participant shall not affect, change or modify the final rankings in the Program and will not result in payout prizes being awarded to any alternate Participant, including without limitation, any Participant with a lower, similar or higher final ranking than the Participant who is disqualified. You understand, acknowledge, and agree that all determinations and decisions made by the Sponsor, in its sole and absolute discretion, regarding eligibility, violation of these Terms and Conditions, disqualification, rankings, and payout prizes are final and are not subject to any request for reconsideration, review or appeal by You.

Terms and Conditions are available at <https://arena.ninjatrader.com/downloads/arena-terms-conditions.pdf> and You agree to read and abide by all Terms and Conditions.

2. THE PROGRAM PERIOD:

The Program begins and ends at the times and on the days set out on the Program Page (the "**Program Period**") for each individual trading competition.

3. TO PARTICIPATE:

To participate in the Program, you must complete each of the following activities (each a "**Pre-Program Period Activity**") prior to the beginning of the Program Period:

- a. Visit arena.ninjatrader.com and either 1) login with your existing NinjaTrader user account credentials or 2) create a new NinjaTrader Arena profile including email address verification and submission of your first name, last name, and country of residency. All participants will create an Arena user profile including an Alias which will be visible on the competition leaderboards. For security purposes, Participants should NOT use a user ID associated with any live trading account in their competition profile.
- b. Follow the on-screen instructions to select an individual trading competition; and
- c. Follow the on-screen instructions to join a trading competition which includes a simulated trading account which will include an initial virtual account balance in United States dollars as specified on the Program Page. This simulated trading account will allow Participants to simulate the trade of the products and asset classes set out on the Program Page, on a NinjaTrader platform provided by Sponsor. **ACCOUNT FUNDS PROVIDED AND TRADED ARE NOT ACTUAL CASH AND ARE NOT EXCHANGEABLE FOR CASH. PARTICIPANTS WILL NOT RECEIVE ANY TRADING OR OTHER PROFITS GENERATED BY TRADES IN THE PROGRAM OR EARNED IN CASH.**

Then, during the Program Period, complete the following challenge activity (a “**Program Period Activity**”, and together with the Pre-Program Period Activities, the “**Activities**”):

4. **REQUIREMENTS:**

Participants must complete the foregoing Program Period Activity before the expiry of the Program Period. Activities completed following expiry of the Program Period will not be counted.

Please see the privacy policy located at <https://ninjatrader.com/privacy-policy> for details of Sponsor's policy regarding the use of personal information collected in connection with this Program. Sponsor does not sell personal information collected in connection with the Program, but employs a third-party fulfillment provider, Realtime Media LLC, who will or may assist with administration of the Program and collect personal information in connection with the services which it provides in connection with this Program. The privacy policy for Realtime Media LLC may be found at <https://www.rtm.com/sweepstakes-legal-administration/data-security>. By accessing the website for the Sponsor, the website for Realtime Media LLC, the website for the Program, registering for the Program, or participating in the Program, you affirmatively agree and consent to the collection, processing and limited sharing of Your personal information in accordance with our Privacy Policy and to the receipt of communications and requests from the Sponsor and Realtime Media LLC. If you do not consent to the collection and sharing of personal information or receipt of such communications, you must notify the Sponsor in writing before accessing the website for the Sponsor, the website for Realtime Media LLC, the website for the Program, submitting an entry to the Program, and participating in the Program. You may opt-out at any time by notifying the Sponsor and Realtime Media LLC in writing; opting out will result in the automatic withdrawal from the Program and forfeiture of any prizes. If You are selected as a winner of the Program, You consent and agree that Your information may also be included in a publicly available winner’s list. Any registrations that do not comply with these Terms and Conditions will not be eligible to win a prize. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any Participants for any reasons set forth in the Terms and Conditions and any Entries that it finds unlawful, or in violation of these Terms and Conditions, at the Sponsor’s sole and absolute discretion.

Participants who completely deplete their virtual account funds in connection with simulated trading will not receive additional virtual account funds. Simulated trading accounts will not be replenished during the Program Period. Please be aware the initial virtual account balance cannot be withdrawn or redeemed, but is intended solely for the purpose of facilitating the simulated trading competition in the Program. Sponsor is not responsible for any trading errors or other failures. Commissions and any fees from exchanges or regulators may be calculated in the account profile and loss calculations as stipulated in the details of each trading challenge. Those who do not follow all the instructions above, provide the required information in their enrollment form, or abide by these Terms and Conditions (or other instructions of the Sponsor or the spirit thereof as interpreted by the Sponsor) may be disqualified. Should

multiple users of the same e-mail account participate the Program, and a dispute thereafter arises regarding the identity of the Participant, the authorized account holder of said e-mail account at the time of entry will be considered the Participant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

By participating, Participants grant to Sponsor a perpetual, non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publish, edit, delete, display, create derivatives works of, and otherwise exploit Participant's name, likeness, voice, quotes, comments, biographical information together with other materials, in each case edited or altered as Sponsor sees fit, in any manner, in any media now known or hereafter devised, without compensation for the purposes of managing, operating, further developing and promoting the Program and the results thereof. Strictly to the extent permitted by applicable law, Participants hereby waive any moral rights they may have in and to their entries.

By participating, each Participant agrees that their participation is gratuitous and made without restriction, and will not place Sponsor under any obligation, and that Sponsor is free to disclose the ideas contained in the Participant's trading activity on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to the Participant. Each Participant acknowledges that, by acceptance of their submission, Sponsor does not waive any right to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than Participant.

5. **WINNER SELECTION:**

Participants must complete each step listed above to be eligible for a prize. There will be a main leaderboard (the "**Overall Leaderboard**") to show each Participant's total profit and loss across all trades being made during the Program Period. There may be additional leaderboards (the "**Alternate Leaderboards**"), which will may be introduced by Sponsor at its sole and absolute discretion, based upon any criteria. Participants will be automatically added to any such Alternate Leaderboards once they meet the criteria to which an Alternate Leaderboard relates. If a Participant does not meet the criteria to which an Alternate Leaderboard relates, they will not be added to the Alternate Leaderboard. Alternate Leaderboards will show each Participant's total virtual profit and virtual loss arising from trades in the trading challenge to which the Alternate Leaderboard relates during the Program Period. The profit and loss for each Participant's virtual account will be calculated daily. Leaderboards may show rankings of top Participants, but such leaderboard is for informational purposes only, is not official, may not be accurate, is subject to modification, amendment, or revision by the Sponsor in its sole and absolute discretion, and should not be relied upon in any way, including with respect to the awarding of Prizes hereunder. Sponsor reserves the right to modify, remove, or amend any Leaderboard in the event of any misconduct or in the event an error is noted, in Sponsor's sole and absolute discretion. When determining placement within all Leaderboards for awarding prizes, all Leaderboards will be automatically calculated and reflected in the final virtual account balance at the end of each trading competition.

The prospect of winning will depend on a variety of factors including, but not limited to, the number of eligible entrants, and the skill of the entrants at trading.

For the Overall Leaderboard only:

The eligible Participants whose overall simulated trading activities during the Program Period result in a total virtual profit and loss based on U.S. dollar value that aligns with a predetermined prize associated to performance ranking as outlined in the Program details for each individual trading challenge will receive the prize (subject to verification and the tie-breaking restrictions below).

Each Participant will only be entitled to claim one (1) prize (as detailed at paragraph 6 below). The Sponsor reserves the right to verify the identity and accuracy of submitted information of a winner and all relevant related parties prior to awarding a prize. Additionally, Sponsor reserves the right to conduct a background check on potential winners to ensure they are eligible and not subject to any sanctions administered or

imposed by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the European Union, HM Treasury, the United Nations Security Council, or any other government entity or regulatory authority which has jurisdiction over the Participant. Sponsor's decisions on all matters relating to the Program are final and conclusive, to the extent permitted by applicable law. Potential winners will be contacted by email by the Sponsor or Realtime Media LLC within thirty (30) days from the last day of the Program Period using the contact information given at the time of registration.

If winner email notification is returned as undeliverable, or the winner cannot be located after the completion of the Program or is otherwise determined to be ineligible or not in compliance with these Terms and Conditions as determined by the Sponsor or the winner is disqualified, the prize may be forfeited and may not be awarded to any alternate Participant. Sponsor will not be responsible for delivery of Prizes that are unable to be awarded to Participants. You acknowledge, understand and agree that each potential winner may be required to sign and return an Affidavit or Confirmation of Eligibility Statement, a copy of government issued identification, forms required by applicable taxing authorities, including, but not limited to an IRS Form W-9 or W-8BEN, a Liability Release and/or, where lawful, a Publicity Release within thirty (30) days of attempted notification, to claim their prize and be verified as a winner. If a potential prize winner cannot be contacted or fails to sign and return the Affidavit or Confirmation of Eligibility Statement, a copy of government issued identifications, forms required by applicable taxing authorities, Liability Release and/or, where lawful, a Publicity Release within thirty (30) days, or if any prize notification or prize is returned as undeliverable, such prize may be forfeited and may not be awarded to any alternate Participant. The Sponsor is not responsible for any change in email, mailing address and/or telephone number of Participants. Each Participant shall be solely responsible for ensuring access to their account used in the Program. Each Participant shall ensure that the information for the account used in the Program is current and accurate and shall provide their current email, mailing address and/or telephone number to Sponsor, upon request. Prizes which are not claimed within thirty (30) calendar days after the winner is notified via email by the Sponsor or by Realtime Media LLC will be forfeited and not awarded to any alternate winner.

6. PRIZE DETAILS:

The prizes for the Overall Leaderboard, as defined on the Program Page, may be awarded in the form decided upon by the Participant as informed by a letter of direction provided by the Sponsor or Realtime Media LLC following completion of the Program. All prize payments in the Program will be drawn on a U.S. bank and payable in U.S. Dollars. Each winner will be solely responsible for currency conversion costs due to exchange rates and solely bear any risk of valuation exposure due to changes in foreign exchange values.

In the event of a tie in the Overall Leaderboard, the tie will be broken as demonstrated using the following examples. The following are provided for demonstration purposes only as the available prizes and number of winners will vary by trading challenge.

Tie circumstances	Prize distribution	Example
If two (2) individuals are tied for the highest total virtual profit and loss based upon U.S. dollar value:	First Place Prize for the Overall Leaderboard and Second Place Prize for the Overall Leaderboard will be combined and divided equally between the two tied individuals.	If the First Place Prize for the Overall Leaderboard is \$2,000 and the Second Place Prize for the Overall Leaderboard is \$1,000, each winner will receive \$1,500.
If three (3) individuals are tied for the highest total virtual profit and loss based on dollar value:	First Place Prize for the Overall Leaderboard, Second Place Prize for the Overall Leaderboard, and Third Place Prize for the Overall Leaderboard will be combined and divided evenly between the three tied individuals (with no Second Place Prize for the Overall Leaderboard or Third Place Prize for the Overall Leaderboard winner)	If the First Place Prize for the Overall Leaderboard is \$1,500, the Second Place Prize for the Overall Leaderboard is \$1,000 and the Third Place Prize for the Overall Leaderboard is \$500, each winner will receive \$1,000.
If more than three (3) individuals are tied for the highest total virtual profit and loss based on dollar value:	First Place Prize for the Overall Leaderboard, Second Place Prize for the Overall Leaderboard, and Third Place Prize for the Overall Leaderboard will be combined and divided evenly between all tied individuals (with no Second Place Prize for the	If the First Place Prize for the Overall Leaderboard is \$1,500, the Second Place Prize for the Overall Leaderboard is \$1,000 and the Third Place Prize for the Overall

	Overall Leaderboard or Third Place Prize for the Overall Leaderboard winner)	Leaderboard is \$500, each winner will receive a sum equal to \$3,000 divided by the number of tied individuals.
If two (2) individuals are tied for the second highest total virtual profit and loss based on dollar value:	Second Place Prize for the Overall Leaderboard and Third Place Prize for the Overall Leaderboard will be combined and divided evenly between the two tied individuals (With no Third Place Prize for the Overall Leaderboard winner)	If the Second Place Prize for the Overall Leaderboard is \$1,000 and the Third Place Prize for the Overall Leaderboard is \$500, each winner will receive \$750.
If more than two (2) individuals are tied for the second highest total virtual profit and loss based on dollar value:	Second Place Prize for the Overall Leaderboard and Third Place Prize for the Overall Leaderboard will be combined and divided evenly between all tied individuals (with no Third Place Prize for the Overall Leaderboard winner)	If the Second Place Prize for the Overall Leaderboard is \$1,000 and the Third Place Prize for the Overall Leaderboard is \$500, each winner will receive a sum equal to \$1,500 divided by the number of tied individuals.
If two (2) or more individuals are tied for the third highest total virtual profit and loss based on dollar value:	Third Place Prize for the Overall Leaderboard will be combined and divided evenly between all tied individuals	If the Third Place Prize for the Overall Leaderboard is \$1,000 each winner will receive a sum equal to \$1,000 divided by the number of tied individuals.

Limit one (1) prize per person. Prizes are non-transferable and no substitution of prize is offered except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Winners will be solely responsible for all federal, state, provincial, territorial, and/or local taxes, and for any other fees or costs associated with the prize they receive, regardless of whether it, in whole or in part, is used. Winners will be solely responsible for complying with any tax reporting and payment obligations.

Taxes on Prizes. Prizes or awards, including the fair market value of goods and services Participants may receive, are generally subject to U.S. federal income tax.

For Participants who are citizens or legal residents of the U.S., no tax withholding on prizes will be withheld, but the winner must provide Realtime Media LLC and the Sponsor with a valid social security number or tax identification number and a completed IRS Form W-9 before any prize will be awarded; citizens and legal residents of the U.S. will receive a Form 1099-MISC for income tax purposes from Realtime Media LLC or the Sponsor.

For Participants who are nonresidents of the U.S., IRS regulations require that nonresidents who are receiving a prize or award are subject to 30% federal withholding on the payment. Generally, tax treaty provisions are not available to exempt a prize or award from the thirty percent (30%) tax withholding. Accordingly, winning Participants who are nonresidents of the U.S. must provide the Sponsor with a completed IRS Form W-8BEN, and any other IRS forms or tax related documents as may be requested by the Sponsor, before the prize will be awarded; nonresidents of the U.S. will receive a Form 1042-S from the Sponsor.

Sponsor may pay prize winners in U.S. Dollars or equivalent in local currency calculated at an exchange rate which Sponsor determines to be reasonable, before any applicable taxes are deducted. Prize winners, whether foreign or domestic, are responsible for all applicable taxes and shall hold Sponsor free, harmless and indemnified with respect to payment of all applicable taxes associated with receipt or payment of prizes. Neither the Sponsor nor Realtime Media LLC provides tax or legal advice. Each Participant should consult with their own independent tax and legal professional to discuss individual tax obligations. You acknowledge that You are not relying upon any information or advice from the Sponsor or Realtime Media LLC. A household is deemed any winner and his/her/their family (as defined by the Sponsor).

7. **GENERAL TERMS AND CONDITIONS:**

Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Program or by any technical or human error which may occur in the processing of the registrations or simulated trades. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. Sponsor reserves the right to disqualify any Participant who tampers with the registration and/or trading process, or any other element of the Program or any other participant, as determined by the Sponsor in its sole and absolute discretion. Participants may not register with multiple email addresses nor may Participants use any other device or artifice to register multiple times or as multiple Participants. Any Participant who participates or attempts to participate in the Program by or with multiple email addresses, under multiple identities, or uses any device or artifice to register multiple times will be disqualified and forfeits all prizes won. Sponsor reserves the right to cancel or suspend this Program should fraud, virus, bugs, or other causes beyond the control of Sponsor corrupt the administration, security, or proper operation of the Program. In the event of cancellation, Sponsor will award the prizes only to the eligible Participant(s) who have completed all available required Activities prior to cancellation and whose trading activities have resulted in the virtual total profit and loss performance based on U.S. dollar value that ranks with an aligned predetermined prize at the point of cancellation of the Program (applies to the Overall Leaderboard). Ties shall be handled in accordance with the tables set out in paragraph 6 as examples.

8. **LIMITATION OF LIABILITY AND RELEASE:**

ALL WEBSITES USED IN CONNECTION WITH THE PROGRAM, AND ALL CONTENT ASSOCIATED THEREWITH, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SPONSOR AND REALTIME MEDIA LLC EACH EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SPONSOR AND REALTIME MEDIA LLC DO NOT WARRANT THE WEBSITES OR THE CONTENT PROVIDED THROUGH IT, INCLUDING THE APPLICATION AND ASSOCIATED APPLICATION CONTENT, TO BE AVAILABLE, ACCURATE, USEFUL, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, SOFTWARE, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR USE OF THIS WEBSITE (INCLUDING THE SERVICES). UNDER NO CIRCUMSTANCES WILL THE SPONSOR OR REALTIME MEDIA LLC BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OR RELATED TO THIS WEBSITE, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, EVEN IF SPONSOR OR REALTIME MEDIA LLC OR THE AUTHORIZED REPRESENTATIVE OF EITHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

As a condition of participating, Participants agree (and agree to confirm in writing) to release Sponsor, its affiliates, subsidiaries, retailers, sales representatives, distributors, and advertising, promotion and judging agencies and all other service agencies involved with the Program, including Realtime Media LLC, and each and all of their respective officers, directors, members, employees and agents ("**Released Parties**"), from any and all liability, loss or damage incurred with respect to participating in the Program, including without limitation the awarding, receipt, possession, and/or use or misuse of any prize. Except where prohibited by law, each winner grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor, Realtime Media LLC, and those acting under their respective authority to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes in all media now known or hereinafter invented without territorial or time limitations and without compensation.

9. **BINDING ARBITRATION FOR PARTICIPANTS WHO ARE U.S. RESIDENTS:**

Any controversy or claim arising out of or relating to the Program shall be settled by binding arbitration in a the City of Chicago, County of Cook, State of Illinois or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“**JAMS Rules and Procedures**”), then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. You agree that a hearing location in the City of Chicago, County of Cook, State of Illinois is reasonable and convenient for You. You agree that the arbitration will only be an individual arbitration by and between You and the Sponsor and that You and Sponsor do not agree and are not willing to submit to any arbitration asserted by any class or multiple individuals asserting claims on behalf of a class of individuals. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Illinois law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. If You conclusively can demonstrate to Sponsor that the filing fees of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will advance payment of as much of Your filing and hearing fees as Sponsor deems necessary to prevent the arbitration from being cost-prohibitive, subject to Sponsor’s right to recover such advance payments from You in the arbitration. You shall remain responsible for payment of all fees and costs associated with the arbitration as may be determined by the arbitrator. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE PARTICIPANT’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT PARTICIPATE IN THIS PROGRAM IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.**

BY PARTICIPATING IN THE PROGRAM, EACH PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROGRAM, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF- POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT’S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY PARTICIPANT. IF THE AGREEMENT TO ARBITRATION ONLY IN THE PARTICIPANT’S INDIVIDUAL CAPACITY IS FOUND TO BE UNENFORCEABLE, THEN THIS SECTION 9 SHALL BE

RENDERED NULL AND VOID AND, IN SUCH CASE, YOU AGREE TO THE EXCLUSIVE JURISDICTION OF STATE OR FEDERAL COURTS LOCATED IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS FOR ANY ACTION OR CLAIM ARISING OUT OF OR RELATING TO THE PROGRAM OR THESE TERMS AND CONDITIONS AND YOU UNCONDITIONALLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN THE CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS.

10. **GOVERNING LAW AND JURISDICTION:**

These Terms and Conditions and the Program shall be governed by U.S. law and are subject to all applicable federal, state, and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of Participant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Illinois, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 9 of these Terms and Conditions and/or for entering any judgment on an arbitration award, shall take place in courts located in the City of Chicago, County of County, State of Illinois, United States.

11. **SPONSOR AND PROGRAM ADMINISTRATION:**

The Program is Sponsored by NinjaTrader, LLC located at 222 North LaSalle Street, Suite 1450, Chicago, Illinois 60601 and administered by Realtime Media LLC, 1001 Conshohocken State Road, Suite 2-100, Conshohocken, Pennsylvania, 19428.

12. **MISCELLANEOUS:**

The Sponsor reserves the right to amend, modify and revise the Terms and Conditions at any time and for any reason it deems reasonable or necessary, in its sole and absolute discretion, upon reasonable notice posted on the website for the Program. The Sponsor may also modify or cancel the Programs at any time and for any reason, in its sole and absolute discretion. In the event that the Sponsor elects to cancel the Program, You understand and agree that the Sponsor shall have no obligation to award any prizes to any Participants.

The NinjaTrader Arena Cup

by NinjaTrader, LLC

a software development company.

Addendum to NinjaTrader Arena Entry and Agreement Terms and Conditions

This addendum (“Addendum”) supplements and forms part of the existing *NinjaTrader Arena Terms and Conditions*, available at <https://arena.ninjatrader.com/downloads/arena-terms-conditions.pdf> (the “General Terms”). Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in the General Terms. In the event of a conflict between this Addendum and the General Terms, this Addendum shall control solely with respect to The NinjaTrader Arena Cup.

1. Separate Competition

The NinjaTrader Arena Cup is a distinct competition of skill offered by NinjaTrader, LLC (“Sponsor”). Participation in The NinjaTrader Arena Cup is separate from and independent of other NinjaTrader Arena competitions, though the General Terms remain applicable unless expressly modified by this Addendum.

For purposes of this Addendum, references in the General Terms to “Program” shall be read as references to The NinjaTrader Arena Cup, instead of NinjaTrader Arena, and references to the “Program Page” shall be read to refer to The NinjaTrader Arena Cup Competition Details page found at <http://arena.ninjatrader.com>.

The Program will employ a multi-stage structure with three qualifying rounds and a private, invitation-only final competition round, unless otherwise determined by the Sponsor.

The dates, timing and length of rounds, prizes and amount of allowed participants, are all as specified on the Program Page.

2. Eligibility

Eligibility for the Program shall follow Section 1 of the General Terms, with the following additions:

- Participants must qualify through registering, entering and participating in one of the three designated qualifying rounds.
- Participants are free to choose which of the qualifying rounds to enter, but may enter only one of the three qualifying rounds, unless Sponsor, in its sole discretion, otherwise allows participation in more than one qualifying round.
- Entry into more than one qualifying round without Sponsor's consent may lead to disqualification from The NinjaTrader Arena Cup and forfeiture of any prizes won.
- Each qualifying round is limited to no more than 10,000 participants and registration for each qualifying round may close upon registration of 10,000 participants for a qualifying round or any other time as Sponsor may determine, in its sole and absolute discretion.
- The final competition round is a private, invitation-only competition round.
- Eligibility for the final round will be determined based upon the availability of eligible participants who placed in the top ten percent (10%) of one of the three qualifying rounds and Influencers, all as determined by the Sponsor, in its sole and absolute discretion.
- Influencers and content creators (collectively "Influencers") are public trading figures hired by Sponsor to promote the Program, participate in the competition and livestream coverage thereof and coach non-Influencer participants.
- Participants and Influencers will compete on the same competition settings for each round.

3. Prizes

- Cash prizes can be won at both the qualifying and final round stages. Participants are only eligible to win cash prizes in one qualifying round.
- Competition rankings for participants will not be affected by competition rankings for Influencers. For example, if an Influencer finishes 5th overall in a qualifying round, the 6th place (non-Influencer) participant would receive the 5th place prize and/or a potential invitation to advance to the final round stage.
- Influencers will not be eligible for monetary awards, cash prizes, or other prizes posted on the Program Page in qualifying rounds or the final stage round. Notwithstanding anything above or otherwise, Influencers may be invited by Sponsor to compete against other Influencers in the final round stage for a separate prize(s).
- Winning participants may choose to have cash prizes transferred to their existing, funded trading accounts held with Sponsor's affiliated entity, NinjaTrader Clearing, LLC, if applicable, or receive cash payment through Stripe (subject to Stripe availability in participant's country) or wire transfer.
- Offering and awarding of prizes may be coordinated, administered, and fulfilled through Realtime Media LLC.

- All prizes awarded will be subject to participant's completing any required U.S. tax forms and providing related information.
- The Sponsor reserves the right to conduct background checks and eligibility verifications for all Program winners prior to awarding prizes.
- In addition to monetary awards, prizes may include trophies, titles, digital badges, or other non-monetary recognition at Sponsor's sole and absolute discretion.
- Section 6 (Prize Details) of the General Terms shall apply, except as modified herein.

4. Requirements

In addition to the use of personal information and license in regard to a participant's name, image and likeness provided for in Section 4 of the General Terms, the following additions shall apply:

- All qualifying rounds and the final round will be broadcast live on NinjaTrader Live.
- Participant aliases, performance (net PnL), picture, and any other information that participants share with Sponsor may be displayed publicly in connection with the livestream of the Program and for related Sponsor marketing purposes.
- Participants who do not agree with the use of their information and likeness for purposes of the marketing and livestreaming of the Program should not enter nor participate in the Program.

5. Additional Rules

- The Program may include special challenges, bonus rounds, or other unique features announced on the Program Page or during the NinjaTrader Live livestream, as may be determined by the Sponsor in its sole and absolute discretion.
- The Sponsor reserves the right to amend, suspend, or cancel the Program at any time in accordance with Section 12 of the General Terms.

6. Miscellaneous

This Addendum shall be governed by the same law and dispute resolution provisions set forth in Sections 9 and 10 of the General Terms.