

## ENTRY AND AGREEMENT TERMS AND CONDITIONS

### NinjaTrader Arena (the “Program”)

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO PARTICIPATE OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS IS A COMPETITION OF SKILL. OPEN TO LEGAL RESIDENTS OF THE ELIGIBLE TERRITORIES OF ELIGIBLE AGE AND OLDER. DO NOT PARTICIPATE IF YOU ARE NOT ELIGIBLE AND/OR LOCATED IN AN ELIGIBLE TERRITORY AT THE TIME OF ENTRY AND/OR WHERE PARTICIPATION IN YOUR TERRITORY WOULD BE UNLAWFUL, OR WHERE REGISTRATION, BONDING OR LOCALIZATION REQUIRED VOID WHERE PROHIBITED BY LAW OR REGULATION.**

**By participating in the Program, participants (“Participants”) agree to these “Terms and Conditions” and all decisions of NinjaTrader, LLC (“the Sponsor or NT”), including without limitations decisions regarding eligibility, winners 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.**

- 1. ELIGIBILITY:** The Program is open to legal residents of the 50 United States, its territories and countries where participation or promotion of the Program would not violate local laws or regulations who are the greater of: (a) 18 years old or, if a legal resident of any of the following states or provinces/territories, 19 years old: Nebraska (United States), Alabama (United States), and (b) the age of majority in their 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 participate if you are unclear on how the jurisdiction where you reside would treat the legality of this Program and your participation (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 (spouse, parent, child, sibling and their respective spouse) and household (whether related or not) of each such person are **not eligible** to participate. 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 violates laws, rules or regulations. Participants are subject to verification by the Sponsor, including but not limited to the verification of their age and any other eligibility criteria deemed necessary by the Sponsor. 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 Participant's participation in the Program or receipt of prize would violate local law or these Terms and Conditions or cause material damage to the reputation of NT and/or any other party. Sponsor also reserves the right, at any time and in its sole discretion, to disqualify and/or deem ineligible to participate in this Program, any individual who Sponsor believes to be: (A) tampering with the entry process or the operation of the Program or any related website; (B) acting in violation of these Official Rules or Sponsor's Privacy Policy or other terms, conditions or guidelines; (C) acting in bad faith or a disruptive manner; (D) disrupting or undermining the legitimate operation of the Program; or (E) annoying, abusing, threatening or harassing any other person involved in the Program. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

Participants are limited to one (1) registration and entry per person/email address/NinjaTrader user account. Entries that fail to meet this requirement will be disqualified from participation in the program and not eligible to win a prize. These Terms and Conditions are available at <https://arena.ninjatrader.com/downloads/arena-terms-conditions.pdf>

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 a 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 USD 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 trading platform provided by Sponsor. **ACCOUNT FUNDS PROVIDED AND TRADED ARE NOT ACTUAL CASH AND ARE NOT EXCHANGEABLE FOR CASH. PARTICIPANTS WILL NOT RECEIVE ANY PROFITS 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. If you are selected as a winner, 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 Entries that it finds unlawful, or in violation of these Terms and Conditions, at the Sponsor's sole 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. Sponsor is not responsible for any trading errors. 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**”), the number of which will be determined by Sponsor in its sole discretion. 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 revision by the Sponsor in its 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 reasonable 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 are final in all matters relating to this Program, to the extent permitted by applicable law. Potential winners will be contacted by email 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, the prize may be forfeited. Sponsor will not be responsible for Prizes that are unable to be rewarded. Each potential winner may be required to sign and return an Affidavit or Confirmation of Eligibility Statement, 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, 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. In such circumstances, the Sponsor may, in its reasonable discretion, award the prize to an alternate winner who will be an Eligible Participant whose virtual trading activities result in the next highest total virtual profit and loss based on U.S. dollar value in which case the foregoing applies to such newly selected Participant. The sponsor is not responsible for any change in email, mailing address and/or telephone number of Participants. Unclaimed prizes may, in the Sponsor's absolute discretion, not be awarded. In the event that a winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate winner who will be an Eligible Participant whose virtual trading activities result in the next highest total virtual profit and loss based on U.S. dollar value in which case the foregoing applies to such newly selected Participant.

## **6. PRIZE DETAILS:**

The prizes for the Overall Leaderboard, as defined on the Program Page shall be awarded in the form decided upon by the Participant as informed by a letter of direction provided by NT following completion of the Program. Prizes may be awarded and paid only in US dollar or equivalent Canadian Dollar, British Pound, Euro Dollar, and Australian Dollars. If a winner chooses to be paid in anything other than US Dollars, the winner will bear the costs of currency conversion and as well as 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	First Place Prize for the Overall Leaderboard and Second Place Prize for the Overall Leaderboard will be	If the First Place Prize for the Overall Leaderboard is \$2,000

based on U.S. dollar value:	combined and divided equally between the two tied individuals	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 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 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 obligations.

For participants who are US residents, the winner may be required to provide Sponsor with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes. For participants who are US residents and in accordance with IRS requirements, the winners may be issued an IRS 1099 form for prize value. Sponsor may pay winners the prize in US dollars or equivalent in local currency, calculated at an exchange rate Sponsor determines before any applicable taxes are deducted. Prize winners, whether foreign or domestic, are responsible for all applicable taxes. Please consult a tax professional to discuss your tax obligations and individual situation. A household is deemed any winner and his/her family (as defined by the Sponsor).

**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 individual who tampers with the registration and/or trading process, or any other element of the Program or any other participant. 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 tries to participate 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 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.

## **7. LIMITATIONS OF LIABILITY AND RELEASE:**

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, and each of their officers, directors, 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 and those acting under its 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.

**8. BINDING ARBITRATION (APPLICABLE FOR PARTICIPANTS WHO ARE US RESIDENTS ONLY):**

Any controversy or claim arising out of or relating to the Program shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), 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. 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 the claimant can demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. 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.

**9. GOVERNING LAW AND JURISDICTION:**

These Terms and Conditions and the Program shall be governed by US 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 Cook County, Illinois.

10. **SPONSOR:** Sponsored by NinjaTrader, LLC of 222 North LaSalle Street, Suite 1450, Chicago, 60601