# Terms and Conditions for the Bake Recurring Buy Campaign ("T&Cs")

- Participation in the Recurring Buy Campaign (the "Campaign") is subject to these T&Cs. Entry into this Campaign shall be deemed as acceptance of these T&Cs, including any amendments, additions, replacements, variations and modifications thereto. By entering the Campaign, participants agree to be bound by and to comply with the T&Cs. Non-compliance with or breach of any of these T&Cs may disqualify a participant at any stage of the Campaign, and any prizes won may be forfeited, withheld, withdrawn or reclaimed.
- 2. In the event of any inconsistency between these T&Cs and the terms of any marketing or promotional material relating to the Campaign, these terms and conditions shall prevail.
- 3. Campaign Period: This Campaign will run from **1** August 2023 (date inclusive, Singapore time) until the date that Bake notifies participants of the end of the Campaign.
- 4. Bake 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:
  - a. changing, removing, or replacing the bonuses, commissions, and/or Prizes;
  - b. suspend, withdraw, or terminate the Campaign;
  - c. changing the eligibility of participants, the basis and methods of identification of any winner(s) and any dates in connection with the Campaign;
  - d. any other changes in order to protect the interests of the Cake Group; and/or
  - e. under circumstances of abuse.

Bake 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.

- 5. Eligibility of participants: Residents of the jurisdictions specified on the Bake website are excluded from Bake's services. This includes participation in the Campaign.
- 6. The Campaign will consist of the following components: -

#### a. DFI Reward bonus

- i. **Entry.** Participants must (i) instruct Bake to enroll them into the Recurring Buy Service for DFI, and (ii) select and pay for a minimum of US\$10.00 for the Recurring Buy purchase, in order to qualify for the DFI Reward bonus.
- ii. **Mechanics.** The DFI Reward bonus is calculated based on (i) the minimum fiat amount that the participant has selected and paid for the Recurring Buy

purchase, and (ii) whether the participant has opted to allocate their Recurring Buy purchase into Bake's Fixed Term Staking service for a period of one year.

- iii. The DFI Reward bonus will come into effect on or around one (1) calendar day after the recurring date selected by the participant for Recurring Buy.
- iv. The maximum DFI Reward bonus that a participant can receive each month is US\$2,000.
- v. The Reward Bonus is awarded in the form of DeFiChain cryptocurrency (DFI). The bonus will be allocated into the Staking service on Bake, earning participants staking rewards every 12 hours, and will be locked in Bake's Fixed Term Staking service for twelve (12) months. Participants may withdraw the bonus after the Fixed Term Staking period has ended.
- vi. The Reward Bonus is calculated and awarded solely based on the participant's first enrolment into the Recurring Buy Service. You will not qualify for any additional Reward Bonus if you re-enrol into the Recurring Buy Service in the same month.
- b. Referral Commission
  - i. Qualifying Period. This Referral Commission promotion will run from 1 August 2023 to 31 March 2024 (date inclusive, Singapore time), or such other time as Bake notifies to participants. Upon the end of this promotion, participants will cease to receive Referral Commissions.
  - ii. **Entry.** Participants will qualify for the Referral Commission if their Referees (i) instruct Bake to enroll them into the Recurring Buy Service, and (ii) select and pay for a minimum of US\$10.00 for the Recurring Buy purchase.
    - All jurisdictional restrictions apply: You or your Referee must not be

       a resident of one of the countries in the list of excluded jurisdictions, or
       a resident of certain regions that promotion bonuses do not apply to (the "Restricted Jurisdictions"). In the event that your Referee is a resident in one of the Restricted Jurisdictions, you and your Referee will not receive the Referral Commission.
  - iii. **Mechanics.** The Referral Commission is calculated based on (i) the participant's total number of Referees that have instructed Bake to enroll them into the Recurring Buy Service, and (ii) the total fiat amount that the Referees have selected and paid for their Recurring Buy purchase.
  - iv. The Referral Commission is awarded in the form of DeFiChain cryptocurrency (DFI). The Referral Commission will be allocated into the Staking service on Bake, earning users staking rewards every 12 hours, and will be locked in Bake's Fixed Term Staking service for three (3) months. Users may withdraw the Referral Commission after the Fixed Term Staking period has ended.

v. There are no limits to the total number of bonuses that a Referrer can receive under this promotion.

### c. Commission Boost

- i. This Commission Boost promotion will apply only to the Referral Commission promotion in (b) above.
- Qualifying Period. This Commission Boost promotion will run from 1 August 2023 to 31 March 2024 (date inclusive, Singapore time), or such other time as Bake notifies to participants. Upon the end of this promotion, participants will cease to receive the Commission Boost.
- iii. **Entry.** There are two categories for which participants may qualify for the Commission Boost multiplier: (i) Category 1: Total number of individual Referees, (ii) Category 2: Total fiat Recurring Buy purchases.

#### iv. Mechanics.

- 1. The applicability and quantum of the Commission Boost multiplier is **recalculated each month**, and is based on (i) the participant's total number of Referees that have instructed Bake to enroll them into the Recurring Buy Service for that respective calendar month, and (ii) the total fiat amount that the Referees have selected and paid for their Recurring Buy purchase.
- In the event that the participant qualifies for a multiplier in both Category 1 and Category 2, the multipliers will be multiplied together (e.g. if the participant qualifies for a 2.5X multiplier and a 1.5X multiplier, their total Commission Boost will amount to (2.5\*1.5) = 3.75X multiplier).
- The multiplier will then be applied to the Referral Commission received by Referrers in the Referral Commission promotion in (b) above (e.g. if the participant will receive a 1.5% Referral Commission and qualifies for a 2.5X Commission Boost multiplier, the participant will receive: [total fiat Recurring Buy purchases by Referees] x 1.5% commission x 2.5).
- v. The Commission Boost is awarded in the form of DeFiChain cryptocurrency (DFI). The Commission Boost will be allocated into the Staking service on Bake, earning users staking rewards every 12 hours, and will be locked in Bake's Fixed Term Staking for three (3) months. Users may withdraw the Commission Boost after the Fixed Term Staking period has ended.

## d. Online Giveaway

- i. **Qualifying Period.** This Online Giveaway promotion will run from **1 August 2023, 1400 hours to 31 March 2024, 2359 hours** (date inclusive, Singapore time), or such other time as Bake notifies to participants.
- ii. Entry.
  - 1. For each month that the participant is enrolled into the Recurring Buy Service, the participant will receive chances to win a Prize ("**Tickets**"). The total number of Tickets are calculated and awarded solely based on the participant's first enrollment into the Recurring Buy Service. The total number of Tickets awarded do not stack if you cancel and re-enrol into the Recurring Buy Service in the same month. The number of chances received by the participant depends on: (i) whether the participant has opted to allocate their Recurring Buy purchase into Bake's Fixed Term Staking service for a period of one year, and (ii) whether the participant is an ELITE user.
  - 2. For each month that the participant's Referee is enrolled into the Recurring Buy Service, the participant will receive chances to win a Prize ("Tickets"). The number of chances received by the participant depends on: (i) whether the participant's Referee has opted to allocate their Recurring Buy purchase into Bake's Fixed Term Staking service for a period of one year, and (ii) whether the participant is an ELITE user.

## iii. Mechanics.

- 1. Each participant's total number of tickets will be cumulative, and will not reset even if the participant is no longer enrolled into the Recurring Buy Service.
- 2. A participant receiving a Prize in the Online Giveaway will not affect the participant's total number of Tickets.
- 7. The Online Giveaway Prizes will be awarded as follows:
  - a. The total number of individual Prizes available is dependent on Milestones in the form of the total number of unique users enrolled into the Recurring Buy Service, as follows:

Milestones: Total number of unique users enrolled into the Recurring Buy Service	Prize	Total number of available Prizes
1,000,000	Tesla Model S	1
200,000	1 BTC	1

100,000	1 ETH	10
20,000	1 ETH	5
5,000	iPhone 14	3
2,000	1 ETH	1
1,000	AirPods Pro	5

- b. Participants may win more than one (1) Prize in the Online Giveaway.
- c. Winners will be notified within seven (7) calendar days after the draw dates via their registered email address. Prizes in the form of virtual assets shall be sent to the winners' Bake account and/or Bake account wallet shortly after verification has been obtained and conducted to Bake's satisfaction, with any applicable gas or blockchain emission fees to be borne by the winner. If any winner cannot be contacted by reasonable means or fails to respond within seven (7) calendar days, the winner will be disqualified, and Bake reserves the right to select another winner.
- d. Winners will be selected by random draw within one (1) week after the respective Milestone has been hit, at 20 Cecil St, #18-01, Singapore 049705. Bake's decision on all matters regarding the Online Giveaway is final, conclusive and binding, and no enquiries or appeals, either verbal or written, shall be entertained. All participants including the winner(s) shall accept and abide by any and all decisions made by Bake concerning, without limitation, these T&Cs, the rules, procedures and regulations of the Online Giveaway, the award of prizes and any other matters relating to the Online Giveaway.
- 8. For all bonuses, commissions, or Prizes that are in the form of digital assets, Bake will rely on the price of the respective digital asset as at the digital asset's payout date and time in order to calculate the total amount of digital assets to transfer to qualifying participants.
- 9. Bake's decision on all matters regarding the Campaign is final, conclusive and binding, and no enquiries or appeals, either verbal or written, shall be entertained. All participants including recipients of digital assets and physical Prizes shall accept and abide by any and all decisions made by Bake concerning, without limitation, these T&Cs, the rules, procedures and regulations of the Campaign, the award of bonuses and any other matters relating to the Campaign.
- 10. The Campaign prizes are as stated and no cash or other alternatives will be offered. Bake accepts no responsibility for any tax or other liability that may arise from the prizes. The prizes are not transferable and are subject to availability.
- 11. By participating in the Campaign, participants are deemed to have agreed with <u>Bake's Privacy</u> <u>Policy</u> with regards to the collection, processing, use, disclosure of any personal data which it may obtain during this campaign.

- 12. A person who is not a participant has no rights under any contract law of any jurisdiction or otherwise to enforce any term of these T&Cs in their favour except that legally recognised successors or permitted assignees shall be deemed to be a party to these terms and conditions.
- 13. All other Bake <u>Terms and Conditions</u> apply.