

# Vivid Invest – Invest without loss Campaign

## 1. Prerequisites

- The Vivid Invest Invest without loss Campaign ("**Program**") is an invitational program. Vivid Invest GmbH ("**Vivid Invest**") can make at its own discretion an offer to existing and/or new customers of Vivid Invest and/or Vivid Money GmbH ("**Eligible Customers**") to participate in the Program (an "**Offer**").
- Upon receipt of an Offer, an Eligible Customer is entitled to participate in the Program on the basis of the terms and conditions set out in this document. Eligible Customer receiving an Offer who have not yet opened an Invest Pocket with Vivid Invest should do so first in order to participate in the Program.

## 2. Conditions of the Offer

- An Eligible Customer who has received an Offer may invest up to EUR 100 (hundred) in any Fractional Share from a specific list.
- The specific list of Fractional Shares available for investments under the Program will be provided to the Eligible Customer by Vivid Invest together with the relevant Offer.
- An Eligible Customer receiving one Offer may invest in one Fractional Share from the specific list.
- Vivid Invest may decide to make several Offers to the same Eligible Customer, and for each Offer the Eligible Customer may choose a different Fractional Share from the specific list. However, the maximum total amount of money that can be invested by an Eligible Customer under the Program is EUR 100 (hundred euros).
- The holding period under the Program is 30 (thirty) calendar days starting from the date of investment in the Fractional Share(s) from the specific list ("**Holding Period**"). This means that an Eligible Customer should hold the Fractional Share(s) purchased under the Program for at least 30 (thirty) calendar days in order to be eligible for Loss Compensation (see below).
- The Vivid Invest – No-Loss Stock Campaign will run from the 13th of December 2021 until 31th of January 2022. Vivid Invest can decide to shorten or extend this period at its own discretion.

## 3. Loss Compensation for Eligible Customers

- If on the date of expiry of the Holding Period the Eligible Customer has incurred a Loss, Vivid Money GmbH will compensate such Eligible Customer by crediting an amount of money equal to the amount of the Loss to his/her Main Pocket (the "**Loss Compensation**").
- A "Loss" means the amount of the negative difference between the price of the relevant Fractional Share held by the Eligible Customer at the date of expiry of the Holding Period and the price for which such Fractional Share was purchased by the Eligible Customer. Vivid Money GmbH will in this case also compensate the commission paid by Eligible Customer to purchase the relevant Fractional Share.
- For the avoidance of doubt, there is no requirement for an Eligible Customer to sell the Fractional Share after the expiration of the Holding Period in order to be eligible for receiving any Loss Compensation and repayment of commission (if applicable). After the expiry of the Holding Period

the Fractional Share held by the Eligible Customer will fall under the regular terms and conditions of Vivid Invest and CM-Equity AG.

- However, if the Eligible Customer sells (part of) the Fractional Share before expiration of the Holding Period, he/she shall no longer be eligible for the Loss Compensation and commission compensation in relation to such Fractional Share.
- The Loss Compensation and commission compensation amount will be credited to the Eligible Customer's Main Pocket within a period of 5 calendar days after the expiry of the Holding Period.

#### **4. Miscellaneous**

- The Vivid Invest – No-Loss Stock Campaign is an invitational program and Eligible Customers are only entitled to participate in the Program upon receipt of an Offer addressed to them by Vivid Invest.
- Any rights acquired by an Eligible Customer under the Program are non-transferable and any Loss Compensation can only be credited to the Main Pocket of the Eligible Customer him- or herself.
- In the event of misuse or fraud by an Eligible Customer, Vivid Invest reserves the right to cancel, reverse and/or withdraw any Loss Compensation under the Program.
- In the event of incorrect compensation of losses by Vivid Invest to the Eligible Customer's Main Pocket (due to technical or other reasons), Vivid Invest reserves the right to withdraw the corresponding sum of money to rectify the incorrect compensation.
- Participation in the Vivid Invest – No-Loss Stock Campaign may be terminated by the Eligible Customer at any time without any notice period.
- Changes or amendments to the prerequisites for the Vivid Invest – No-Loss Stock Campaign or the termination of the Program shall be possible for Vivid Invest upon notification without observing any notice period.
- German Law will apply to these terms and any related disputes that arise from this Program.
- Throughout the Program, your (personal) data will be processed in line with applicable Privacy Laws (GDPR).
- For further questions on this Program; please contact our Customer Care Team via the Vivid App.

**Please note, any legal process is excluded, so no legal right exists to receive any compensation or bonus.**