



# Terms and Conditions

## of Pick Your Favourite Free Share Campaign

This ‘Pick Your Favourite Free Share’ Campaign is offered by NAGA Capital Ltd, a limited liability company incorporated and registered under the laws of the Republic of Seychelles, with Registration Number 8422455-1, and having its registered address at Suite 3, Jivan’s Complex, Global Village, Mont Fleuri, Mahe, Seychelles (hereinafter referred to as the “**Company**” and/or “**NAGA**”). NAGA Capital Ltd is authorised and regulated by the Financial Services Authority Seychelles (FSA) under licence No. SD026.

The Client acknowledges, confirms, declares and agrees that by accepting these Terms of the Campaign as contained herein, he/she enters into a legally binding agreement with the Company in relation to the Campaign.

The Client also acknowledges, confirms, declares and agrees that all the remaining Legal Documents of the Company, as may be found on the Company’s website at [www.naga.com/en](http://www.naga.com/en) (previously [www.nagacap.com](http://www.nagacap.com) and [www.naga.com](http://www.naga.com)) have been also read, acknowledged and agreed to. The Client acknowledges, confirms, declares and agrees that the content of the Legal Documents govern the Campaign and that these Terms for the Campaign should be read in conjunction with the Legal Documents, as these may be found on the Company’s official website at [www.naga.com/en](http://www.naga.com/en) (previously [www.nagacap.com](http://www.nagacap.com) and [www.naga.com](http://www.naga.com)) and may be amended from time to time.

This ‘Pick Your Favourite Free Share’ Campaign is valid and effective from the date of its publication to the Company’s website at [www.naga.com/en](http://www.naga.com/en) (previously [www.nagacap.com](http://www.nagacap.com) and [www.naga.com](http://www.naga.com)) and it may be suspended and/or terminated and/or amended at any time and at the sole discretion of the Company.

### **1. Introduction**

- 1.1. These Terms govern the Campaign that is organized by the Company, in the context of which, each Client of NAGA Capital Ltd may be eligible to earn the Free Shares.
- 1.2. Without limiting the generality of the foregoing, CFD accounts are explicitly excluded from the scope of this Campaign.



## 2. Definitions/Interpretations

**'Pick Your Favourite Free Share'** or **'Campaign'** means the current Free Shares campaign, which is intended to promote NAGA Capital Ltd;

**'Client Agreement'** means the agreement which governs the provision of investment and/or ancillary services to you by the Company, as concluded between you and the Company upon your successful onboarding with, and verification by, the Company;

**'Campaign Period'** means the period during which the Campaign will be valid, and which is set within Clause 3.10 of the Terms;

**'CFD'** means contract for difference;

**'You', 'Client', 'Participant'** means the new client or the existing client of the Company who has not previously made a deposit and who meets all the conditions that are indicated in Clause 4.1 of these Terms;

**'Account Tier'** means the specific category of account offered by the Company, each with its own minimum deposit requirement and associated benefits for the purposes of these Terms and Conditions

**'Free Share(s)'** refers to the specific equity-based financial instrument designated for this campaign, as indicated in the table under clause 3.3 of these Terms and Conditions. The Company may transfer this instrument to the Participant as a reward under the Terms, or provide the monetary value of that specific instrument if the Company is unable to deliver the share itself.

The value of the Free Shares may range approximately from fifty US Dollars (\$50) to seven hundred US Dollars (\$700), depending on the account tier selected by the Client.

**'Lock-Up Period'** means the fixed period of forty-five (45) days commencing from the date on which the Free Share is credited to the Client's account, during which the Free Share is restricted from being sold, transferred, or otherwise disposed of and remains on a read-only basis until the period expires.

**'Selected Countries'** means countries that the Company may offer services to, in accordance with the Company's Financial Services Authority Seychelles (FSA) license.



### 3. About the Campaign

3.1. The Campaign is only available during the Campaign Period, as specified in Clause 3.10.

3.2. The Client acknowledges, understands and agrees that in the context of their participation in the Campaign, such Client will be entitled to select one Free Share, subject to the conditions included herein (as stated above, CFD accounts are explicitly excluded from the scope of this Campaign).

3.3. The allocation of any Free Share is subject to the client's account tier, as indicated in the table below. The client must meet the minimum deposit requirement applicable to that tier:

Account Tier	Min. Deposit	Company Share	Ticket	Approx. Price*
<b>IRON</b>	<b>\$250</b>	Porsche	P911	€45 (\$50)
		Mercedes-Benz	MBG	€60 (\$70)
		Coca-Cola	KO	\$71
		Starbucks	SBUX	\$84
		Walt Disney	DIS	\$105
		Uber	UBER	\$90
		eBay	EBAY	\$80
		Netflix	NFLX	\$103
<b>BRONZE</b>	<b>\$2,500</b>	Apple	AAPL	\$267
		Amazon	AMZN	\$222
		Alphabet (Google)	GOOGL	\$284
		Nvidia	NVDA	\$183
		AMD	AMD	\$230
		Palantir	PLTR	\$167
		Oracle	ORCL	\$220
		Alibaba	BABA	\$160
		Coinbase	COIN	\$250
<b>SILVER</b>	<b>\$5,000</b>	Microsoft	MSFT	\$490
		Meta (Facebook)	META	\$588
		Tesla	TSLA	\$409
		McDonald's	MCD	\$302
		Ferrari	RACE	\$400
		Visa	V	\$320

\*The approximate share values shown in the table above are provided for indicative purposes only and are subject to change at any time due to market volatility.



- 3.4. Free Shares awarded under this Campaign are subject to a lock-up period of forty-five (45) days commencing from the date on which the Free Share is credited to the Client's account.
- 3.5. The lock-up period shall not exceed forty-five (45) days under any circumstances, irrespective of the Client's Account Tier or VIP level. This does not affect in any way any other assets that the Participant may have.
- 3.6. During the lock-up period, the Free Share shall be placed on a read-only basis. The Client shall not be able to sell, transfer, or otherwise dispose of the Free Share until the lock-up period has fully elapsed.
- 3.7. Upon completion of the lock-up period, the Free Share shall become fully tradable, and the Client may sell or otherwise deal with the asset at their discretion.
- 3.8. In the event where the Company experiences any difficulties in providing the Participants with the Free Share, the Company reserves the right to provide the Participants with the monetary value of such instrument instead. Such value will be booked as cash on the Participant's account with the Company.
- 3.9. The monetary value shall be determined as of the date and time on which the reward is distributed.
- 3.10. The Campaign is valid and effective from the date of publication on the Company's website [www.naga.com/en](http://www.naga.com/en) to 30/04/2026, 23:59 GMT considering that the Client was eligible for Free Share offering.

#### **4. Eligibility**

- 4.1. To be eligible to participate in the Campaign and earn the Free Share, you must be a new client or the existing client of the Company who has not previously made a deposit, who permanently resides in either of the Selected Countries, and who, during the Campaign Period:
  - (A) Successfully registers an account with the Company, and
  - (B) Successfully onboards with, and is verified by, the Company, in accordance with the Company's onboarding requirements, and
  - (C) Successfully activates a Real Shares account with the Company, and



- (D) Successfully registers for the Company's 'Pick Your Favourite Free Share' Campaign, and
- (E) Deposits an amount equivalent to, or greater than, the minimum deposit corresponding to selected account tier within the Campaign Period (for the avoidance of doubt, the deposited amount is withdrawable at any time).

- 4.2. If a Client selects a preferred free share that is not available to them due to not meeting the required account tier, the Client will not be entitled to receive that selected share. In such cases, Customer Support will contact the Client and provide a list of the free shares for which the Client is eligible, based on the Client's account tier and corresponding deposited funds. The Client may then choose one free share from the eligible list provided.
- 4.3. Customer Support is unable to contact the Client to confirm their choice of an eligible free share, the Company reserves the right to allocate a free share at random from the selection corresponding to the Client's account tier. The randomly allocated share will be deemed final and accepted by the Client.
- 4.4. In order to remain eligible for the Free Share during the lock-up period, the Client must maintain the VIP level corresponding to the Free Share received.
- 4.5. Should the Client's VIP level be downgraded at any time during the lock-up period, the Company reserves the right, at its sole discretion, to cancel the Free Share and remove it from the Client's account.
- 4.6. Additional deposits made by the Client during the lock-up period may allow the Client to perform proportional withdrawals without affecting their VIP eligibility for the Free Share.
- 4.7. Any Participant who does not meet or partially meets the requirements of the present Terms and Conditions shall not be eligible to receive the Free Shares.

## **5. Reward Allocation**

- 5.1. You shall receive the Free Shares within three (3) Business Days after the successful completion of the steps described above, and provided that all Terms have been met. This period may be extended at our sole discretion, subject to technical or other issues.



- 5.2. All Participants are free to refuse the Free Share within 24 hours of receipt. They can do that by contacting us at [support.sc@naga.com](mailto:support.sc@naga.com).
- 5.3. If the Client has any query and/or requires assistance in relation to the Campaign, he/she may contact us at [support.sc@naga.com](mailto:support.sc@naga.com).
- 5.4. If the Client has any complaints in relation to the Campaign, he/she may submit such at [complaints.sc@naga.com](mailto:complaints.sc@naga.com) and each such complaint shall be handled pursuant to the complaint handling policy of the Company.
- 5.5. Participants can also cancel the Free Shares at the time of their allocation. Participants shall not be entitled to new Free Shares for any refused or cancelled ones. In case any Participant cancels the allocation of the Free Shares, they may contact us to review the case. If the Company finds that the cancellation was indeed unintentional, we shall remediate the situation at our sole discretion.
- 5.6. All Participants receive Free Share after they are successfully onboarded with us and have deposited the minimum amount corresponding to selected account tier.

## **6. Disqualification**

- 6.1. Participants are not entitled to receive any Free Shares if a Participant does any of the following, including but not limited to:
- a) violate, manipulate or not abide by any of the Terms or any of our applicable Legal Documents agreed upon during onboarding;
  - b) not logging into your Account for 3 (three) consecutive months at any time after the provision of the Free Share has been received or sold (whichever occurs the latest);
  - c) You reverse any of the steps described above;
  - d) You close your Account and/or withdraw all deposited funds, immediately after the Free Share has been allocated to You.
- 6.2. If the Company believes that you have engaged in any fraud or material abuse or are engaged in any activity that may harm the Company's reputation, the Company may, at its sole discretion, take any actions we see fit in the circumstances.



## 7. Miscellaneous

- 7.1. By participating in the Campaign, the Participant acknowledges and consents to abide by the present Terms.
- 7.2. Participation in the Campaign does not constitute any form of partnership, association or joint venture between the Participants and the Company.
- 7.3. We may, at our sole discretion, suspend, terminate or amend these Terms without prior notice. Should we elect to provide you with notice as to either of the above events, such notice will be in writing, and the respective mandate thereof shall become effective on the date displayed in such written notice, or, if no date is specified in the said notice, immediately. It is hereby clarified that the Company shall not be liable for any consequences of any suspension, termination or change of these Terms.
- 7.4. The Client acknowledges that where the Company has any suspicion of any form of arbitrage, abuse, fraud, manipulation, cash-back arbitrage connected to the Client's account(s) or any other forms of deceitful or fraudulent activity, then the Company reserves the right, at its sole discretion, to, indicatively, but not exhaustively:
- a) Withhold the Free Shares.
  - b) Close/suspend all of the Client's accounts with the Company.
  - c) Void and/or withhold any payment that may be due to the Client.
  - d) Disqualify the Client from the Campaign and/or any other scheme and/or campaign of the Company with immediate effect.
- 7.5. The Client hereby acknowledges, confirms and understands that where any of the circumstances mentioned in Clause 7.4 of the Terms take place, the Company will not be liable for any consequences in relation to the cancellations and/or withholds and/or to any potential damage that may be caused by the above.
- 7.6. Nothing in these Terms, or in any other promotional material, will be viewed as provision of investment advice, investment recommendation, portfolio management or any other form of discretionary service. The Company does not guarantee the performance of either of the Free Shares. Moreover, the Client understands and agrees that past performance is neither a reliable indicator nor a guarantee of any future results or returns.



- 7.7. The Terms are published on our website in English. Any translation is a courtesy translation only.
- 7.8. We cannot provide information about another Participant's account or application status due to privacy reasons.
- 7.9. Each Participant is solely responsible for any tax implications of the present Campaign. We take no responsibility for any tax related to the Campaign and/or the Free Shares (either in whole or in part).
- 7.10. If, for any reason (e.g. conflict of interest), a Participant is not allowed to own a specific Free Share, the respective Participant is required to inform us in writing prior to participating in the Campaign.
- 7.11. By participating in the Campaign, you consent to the processing of your personal data, which personal data will be collected and used by the Company and/or any related and/or affiliated and/or contracted (with the Company) companies through automated and/or non-automated means. In addition, you acknowledge and agree that your personal data will be retained and used in accordance with the Company's privacy policy, a copy which will, at all times, be available on the Company's website.
- 7.12. The Company shall not be liable for any delay in performing or failure to perform any of its rights under these Terms.
- 7.13. Neither the Company nor any affiliated and/or related (with the Company) company/ies shall be liable for any damages and/or losses and/or tax implications and/or any damages and/or losses and/or implications of any nature, that may or will be suffered by you.
- 7.14. Headings inserted in these Terms are used for ease of reference only and shall not affect the interpretation thereof.
- 7.15. No failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.



- 7.16. If any term and/or condition and/or provision of these Terms shall be held or made invalid by a court decision, the remainder of the Terms shall not be affected thereby.
- 7.17. In case of any inconsistencies between the subject matter of these Terms and the Client Agreement, these Terms shall prevail.
- 7.18. All capitalized words and phrases used and not defined in these Terms shall have the same meaning as defined in our Client Agreement.
- 7.19. Neither the Company nor any related and/or affiliated and/or contracted (with the Company) companies shall be liable for technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any website, or any combination thereof, including any injury or damage to you in the context of your participation in the Campaign.
- 7.20. The Company cannot be held responsible for any action and/or omission of the Client and/or the failure of the Client to monitor and/or review any notification(s) and/or announcement(s) that may be provided by the Company, either via the Company's website and/or via email.
- 7.21. Free Shares are subject to limited availability, which means that even though the Client may register to the Campaign, they may not earn Free Shares due to the fact that the maximum allowable number of either or all Free Shares may have been (or may be) exhausted.
- 7.22. These Terms shall be governed by and construed in accordance with the applicable laws of the Republic of Seychelles. In addition, in the event of a dispute, such dispute shall be submitted to the exclusive jurisdiction of the courts of the Republic of Seychelles, which will have exclusive jurisdiction to adjudicate on such dispute.