

PPv2 Testnet Launch Competition

Terms and Conditions

Please read the following terms and conditions before agreeing to participate in the Tracer DAO PPv2 Testnet Launch Competitions (**'Competitions'**). These terms and conditions are to be read in conjunction with the Tracer DAO's [Terms of Use](#) and [Privacy Policy](#). Participants should familiarise themselves with these documents prior to participating in the Competitions.

BY REGISTERING FOR A COMPETITION, PARTICIPATING OR ATTEMPTING TO PARTICIPATE IN THE COMPETITIONS AND/OR USING THE COMPETITION SITE ("Site"), YOU ("you" or "Participant") ARE AGREEING TO THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND TRACER DAO WITH RESPECT TO THE COMPETITIONS.

1 General

1. The organiser of the PPv2 Testnet Launch Competitions is Tracer DAO.
2. Tracer DAO reserves the right to amend these Terms and Conditions at any time without notice if it considers an amendment to be reasonably necessary for the fair and efficient use of the Competitions.
3. Registrations are open for the first edition of the Competitions from 22 March 2022.
4. Competition time frame is between 7 April 2022 5:00 am and finishes on 17 April 2022 5:00 am (AEST).

2 Eligibility

5. Each Participant must:
 - a. be an adult at least 18 years who is legally able to enter into a contract; and
 - b. is not a resident of any country, state or territory where participation in the Competition is prohibited by law.
6. The following persons may participate in the Competitions but are not eligible for prizes:
 - a. Employees, contractors and service providers of Tracer DAO and its related body corporates;
 - b. Family members of employees, contractors and service providers of Tracer DAO and its related body corporates; and
 - c. Any person who is engaged in a professional capacity in trading, advising on or managing financial products traded on a financial market.

7. There is a limit of one (1) competition entry per Participant per competition. Any person who registers or attempts to register more than one (1) entry in each competition will be in breach of these Terms and Conditions and will be ineligible for a prize.
8. Participants must provide a wallet address that has no prior transactions claiming the test tokens. The address must not interact with any other contracts or addresses, with the exception for the Tracer Contracts and ETH faucets. The address must be claimed from the testnet token faucet only once.
9. Tracer DAO reserves the right to limit the number of participants in the Competitions. If Tracer DAO exercises this right, a message will appear on the competition website advising that no more participants will be accepted.

3 Registration

10. Registration for the Competitions is free.
11. Participants must choose a name ('User Name') to identify them within the Competitions. User Names are restricted to 20 alphanumeric characters, spaces and dashes allowed. Other symbols or special characters will not be accepted. Usernames must not:
 - a. be offensive, defamatory, discriminatory;
 - b. interfere with a trade mark or other intellectual property right of the Tracer DAO or any third party;
 - c. indicate a web or email address;
 - d. be likely to cause conflict.
12. Tracer DAO may, in its sole discretion, deem a User Name to be unacceptable. In the event of a User Name being deemed unacceptable, Tracer DAO will change the name.
13. Tracer DAO has the right to extend or shorten the registration period of the Competitions by giving notice of any such extension or shortening on the competition website.

4 Participation

14. Participants are solely responsible for all acts and omissions that occur under their User Name and password ('Trading Account'). Unauthorised use of another Participant's Trading Account is a breach of these Terms and Conditions and will result in that Participant's automatic disqualification from the Competitions.
15. Tracer DAO accepts no responsibility for any transactions resulting from unauthorised access to the Trading Account of any Participant, and accepts no liability for any loss, injury or damage resulting from the unauthorised use of a Participant's Trading Account.
16. Participants agree to notify Tracer DAO immediately if any unauthorised use of a Trading Account is detected or any other breach of security occurs.
17. Tracer DAO may, at any time, deny entry or suspend access to the competitions, or disqualify a Participant from the Competitions if Tracer DAO:
 - a. is unable to contact the Participant who has registered through Discord;
 - b. believes or suspects that the online registration through Discord has been, or is submitted by a person other than the person indicated through Discord, and such person

- intends to, or has been, participating in the Competitions under that false or misleading identity; or
- c. believes or suspects that any Participant has, or intends to, allowed another person to join the Competitions using that Participant's Trading Account.
 - d. Suspects that the Participant has:
 - i. tampered with the entry process or operation of the competitions;
 - ii. engaged in practices which, in the sole opinion of Tracer DAO, subverts or is intended to subvert these Terms and Conditions;
 - iii. breached the Terms and Conditions and associated documents;
 - iv. engaged in acts that could violate the rules or relevant law; and
 - v. engaged in any other conduct which, in the sole opinion of Tracer DAO, is deemed to be contrary to, or in breach of, the informative, educational and competitive spirit of the competitions.

5 Prize Information

5.1 Prize Winners

18. Tracer DAO will determine the prize winners at its sole discretion, based on an evaluation of some but not all of the following criteria:
 - a. Direct relevance to the core problem/addressing the core problem;
 - b. Uniqueness of the recommended solution;
 - c. Ease of implementation;
 - d. Quality of code;
 - e. Adaptability; and
 - f. Ease of use.
19. The prize-winning Participants will be determined and declared in accordance with the rules set out in this section. Tracer DAO's decisions regarding the prize-winning Participants are final and no dialogue will be entered into.
20. To be eligible for the prizes, the following conditions must be met:
 - a. the Participant must have complied with these Terms and Conditions and Tracer DAO's related Terms and Policies;
 - b. the Participant must not have been disqualified from the Competitions; and
 - c. the Participant must not have won a '1st, 2nd or 3rd competition prize' in any competition previously conducted by Tracer DAO.
21. All creations and work derived out of the Competitions by all prize winners will remain the intellectual property of Tracer DAO. Tracer DAO shall have exclusive and irrevocable ownership, rights and interests in any and all intellectual properties arising out of or created during the Competitions. Intellectual property includes but is not limited to, software, trade secrets and technical secrets.

5.2 Competition Prize

22. The Competition prizes are as follows:

1 - 5	USD\$15,000.00 equivalent in TCR weighted by total profit
6 - 55	USD\$100.00 equivalent in TCR each

23. All prizes will be paid in TCR.
24. Prize winners will be asked to move their test tokens to addresses nominated by Tracer DAO to identify and prove ownership of the nominated wallet.
25. At the close of the Competitions the final values of the prize will be automatically valued using the closing price as stated on the Competition site on the final day of the Competitions, or such other date as Tracer DAO may determine.
26. Tracer DAO reserves the right to alter this valuation methodology without notice if it determines, in its sole opinion, that the valuation thereby derived is not an accurate or appropriate representation of market value.
27. All prize values are in Australian dollars and will be distributed to the winners in TCR, all prizes are non-transferable and non-assignable.
28. The prize-winners will be notified by email and on Tracer Discord Channels within five (5) days of the declaration of results. They must respond from their registered email address within 48 hours of receiving such notification, and in such response must provide their name, residential mailing address, and wallet address to be eligible to receive prizes. If any potential prize-winning participant cannot be contacted within five (5) days after notification, or are otherwise deemed ineligible to receive a prize; that Participant will not receive the prize, and an alternate Participant will be selected according to the standings from all remaining eligible participants. Tracer DAO will also announce the prize-winners of the competition in external communications.

5.3 Tied Results

29. If there is more than one (1) Participant deemed to be the winner of a competition, the prize shall be shared on the following basis:
 - a. In the event of a tie for first place between two (2) Participants, first and second prize will be combined and shared between those Participants. The next placed Participant will be declared third and receive the prize money for third place and so on.
 - (b) In the event of a tie for first place between three (3) or more participants, first, second and third prize will be combined and shared between those participants. No participant will be declared second or third.
 - (c) In the event of a tie for second place between two (2) or more participants, second and third prize will be combined and shared between those participants. No participant will be declared third.
 - (d) In the event of a tie for third place between two (2) or more participants, third prize will be shared between those participants.

6 Right of First Refusal

30. If any Participant shall enter into an agreement to sell the intellectual property used in the Competitions with an individual or entity that is not Tracer DAO, Tracer DAO must be given a first right of refusal before such a transaction can take place.

7 Representation, Warranties and Liabilities

31. Any information supplied by Tracer DAO in relation to the Competitions does not constitute financial advice or recommendation of any financial products by Tracer DAO and that participants should consider obtaining independent advice from an Australian Financial service licensee before making any financial decision.
32. Whilst every care has been taken in producing information in relation to the competitions, neither Tracer DAO nor any of the related bodies corporate of Tracer DAO give any representation or warranty as to the readability, accuracy, or completeness of the information. To the extent permitted by law, Tracer DAO and its employees, officers, agents, and contractors are not liable for any loss or damage arising in any way (including by way of negligence) from or in connection with any information provided or omitted or from any person acting or refraining to act in reliance on this information. Tracer DAO is not liable in any way for errors contained in information posted by users or administrators.
33. Tracer DAO is not responsible or liable for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment or software including but not limited to failure of participants' emails on account of technical problems or traffic congestion on the internet or at any website or combination thereof, including injury or damage to a participant's or to any other person's computer related to or resulting from participating in, or downloading materials in relation to the competitions, or a participant's inability, difficulty or failure to access any electronic site.
34. If, for any reason, the competitions are not capable of running as planned, including without limitation, by reason of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Tracer DAO, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the competitions, Tracer DAO reserves the right in its sole discretion to cancel, terminate, modify or suspend the competitions and/or access to the competitions at any time by giving notice of such cancellation, termination, modification or suspension on the Tracer.finance website.
35. Participants release and hold harmless Tracer DAO and its contractors, service providers, multi-sig members employees and agents from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Game and/or any prize(s) won.