

Rules of the prize competition “Win and fly to the next Magic Con with 4X Trading”

1. Parties involved

1.1 – Promoter

The prize competition entitled “**Win and fly to the next MagicCon with 4X Trading**” (hereinafter, the “Competition”) is promoted by **4X Trading Italy S.r.l.** (Tax Code and VAT No. 13043410961), with registered office at Via San Gregorio 55, 20124 Milan, acting as the promoter pursuant to Presidential Decree No. 430 of 26 October 2001.

1.2 – Client / Commercial Partner

The Competition is organized by the Promoter in collaboration with **Wizards of the Coast**, acting as commercial partner.

Responsibility towards the participants remains exclusively with the Promoter, as indicated in section 1.1.

2 – Name, duration, territorial scope and eligibility

2.1 – Name

The prize competition is entitled: “**Win and fly to the next MagicCon with 4X Trading**.”

2.2 – Duration

The Competition will run from **12:00 PM on 07/02/2026** to **12:00 PM on 07/03/2026** (hereinafter, the “Participation Period”).

Pursuant to Article 1, paragraph 3, of Presidential Decree No. 430/2001, the total duration of the Competition, including the phases for selecting the winner and the final deadline for claiming the prize, shall not exceed **one year** from the start date.

The final draw will take place by **[31/05/2026]**, as specified in Article 5 below.

The prizes will be delivered or otherwise made available to the winner within **6 months** from the date the winner is identified, in accordance with Presidential Decree No. 430 of 26 October 2001.

2.3 – Territorial scope

The Competition is valid throughout the entire territory of the **European Union and the European Economic Area**, without prejudice to the fact that the prize competition is organized in Italy pursuant to Presidential Decree No. 430 of 26 October 2001.

All obligations towards the competent authorities are fulfilled in Italy, as the country of establishment of the Promoter. This is without prejudice to the fact that, for participants residing in other EU/EEA countries, the initiative may also be subject to any applicable local regulations governing prize competitions.

2.4 – Eligibility

The Competition is open to all natural persons who, at the time of participation:

- are of legal age and are citizens of a Member State of the European Union or the European Economic Area, or are of legal age and resident therein, and hold a valid identity document allowing travel to the United States of America;
- have a personal, genuine Instagram account attributable to an identifiable natural person;
- have access to the internet and a valid e-mail address.

The following persons are excluded from participation:

- employees and collaborators of the Promoter, any appointed Delegate, and the companies involved in the organization of the Competition;
- their relatives up to the second degree;
- anyone who does not meet the requirements set out in these rules.

3 – Description of the prize

3.1 – Type of prize

The prize consists of a **trip to Amsterdam for two people** (the winner and one accompanying adult chosen by the winner) to attend **MagicCon**, which will take place in **July 2026**.

3.2 – Prize inclusions

The prize includes, by way of example and not limitation:

- **two (2) round-trip economy class airline tickets** from an Italian departure airport designated by the Promoter. For winners residing in other EU/EEA countries, transfers to and from such airport, as well as any overnight stays and additional travel expenses, shall be borne by the winner;
- **three (3) nights** in a hotel of **at least 5-star category**, in a double room (or equivalent), with **bed and breakfast** accommodation;
- **admission tickets to MagicCon** for the dates established by the event organizers;
- any **basic transfers** (e.g. airport–hotel–airport), if included in the travel package purchased by the Promoter.

The following costs shall be borne by the winner (by way of example and not limitation):

- local tourist taxes;
- meals, beverages, and personal expenses;
- travel insurance not included in the basic package;
- expenses related to the issuance of passports, any visas, ESTA, or other entry permits for the USA;
- transfers other than those expressly indicated as included.

3.3 – Prize value

The total value of the prize is **€3,000.00** (three thousand/00), **VAT included** where applicable, calculated on the basis of average market rates at the time these rules are drafted for flights, accommodation, and included services.

The final value, used for the purposes of the security deposit and tax compliance, will be determined and documented by the Promoter prior to the start of the Competition. Any increases or decreases in value resulting from price fluctuations, seasonality, or supplier availability shall not entitle the winner to any refund or cash equivalent.

Any taxes on the prizes due in Italy shall be borne by the Promoter in accordance with Italian regulations governing prize competitions. Any tax obligations applicable in the winner's country of residence shall remain the sole responsibility of the winner.

3.4 – Non-convertibility and non-transferability

The prize:

- may not be converted into cash or into other goods or services, in whole or in part;
- may not be transferred to third parties, except with the express written authorization of the Promoter for justified reasons (e.g. unforeseen impediments affecting the winner), provided that any additional costs resulting from a name change shall be borne by the beneficiaries.

4 – Participation via Instagram

4.1 – Official channel

The Competition is promoted through the official Instagram profile **@4xtrading_eu** (hereinafter, the "Profile"). Participation is **free of charge**, without prejudice to the cost of internet access or mobile data usage, which shall be borne by the user according to their own tariff plan, in accordance with Article 1, paragraph 5, of Presidential Decree No. 430/2001.

4.2 – Participation mechanics

To participate during the Participation Period, users must:

- follow the Instagram Profile **@4xtrading_eu**;
- like the post dedicated to the Competition (the "Competition Post");
- comment on the Competition Post, tagging at least **one (1) real friend** (personal profile);
- access the link indicated in the Competition Post or in the Profile bio (landing page or form) and **complete the participation form**, entering the required data (e.g. first

name, last name, date of birth, e-mail address, city of residence) and accepting these rules and the privacy notice.

Only entries that have completed **all** of the steps described above shall be considered valid for the purposes of the draw.

Participation takes place via the Promoter's official Instagram account; the platform is accessible from EU/EEA countries, without prejudice to any local blocks or limitations not attributable to the Promoter.

4.3 – Number of permitted entries

Only **one valid entry per person** is permitted (identified by the same name, the same e-mail address, and the same Instagram account). Any additional comments or interactions shall not grant additional chances of winning.

4.4 – Exclusions and checks

Entries shall be excluded and/or cancelled if they:

- originate from **fake accounts, bots, profiles created solely to participate in the Competition**, or accounts not attributable to real natural persons;
- use automated participation systems (software, scripts, macros, etc.);
- contain **offensive, discriminatory, obscene, defamatory content**, content contrary to the law, public decency, or the rights of third parties;
- do not fully comply with the participation mechanics or include incomplete or untruthful data in the form;
- are submitted after the end of the Participation Period.

The Promoter reserves the right to carry out checks, including after the draw, and to request identity documents in order to verify the actual ownership of the Instagram account and the accuracy of the data provided.

5 – Drawing procedure and winner selection

5.1 – Creation of the participants database

At the end of the Participation Period, the Promoter or any appointed Delegate shall prepare a database containing all valid entries, each associated with a unique identifier assigned to each participant.

5.2 – Drawing of the winner and reserves

By **31/05/2026**, in the presence of a notary public or an official of the competent Chamber of Commerce, as provided for by Article 9 of Presidential Decree No. 430/2001, a random draw shall be carried out, using mechanical, electronic, or other methods suitable to ensure absolute randomness and impartiality, in order to identify:

- **one (1) winner**;

- **three (3) reserve nominees**, to be used in the order drawn in the event of the winner being unreachable, declining the prize, or failing to validate the prize.

A specific report of the draw operations shall be drawn up by the notary public or the Chamber of Commerce official and forwarded to the **Ministry of Enterprises and Made in Italy**, pursuant to Article 9, paragraph 4, of Presidential Decree No. 430/2001.

The list of valid entries used for the draw shall be closed and signed or digitally sealed in advance, and retained on record together with the draw report.

5.3 – Notification of the winner

The winner shall be contacted within **5 working days** of the draw by:

- direct message on Instagram (Direct Message) sent to the account used to participate; and/or
- e-mail sent to the address provided in the participation form.

The notification shall include instructions for validating the prize (e.g. submission of a copy of a valid identity document and the details required to book the trip).

5.4 – Prize acceptance deadline

The winner must confirm acceptance of the prize no later than **5 calendar days** from the date of notification, by submitting the required documentation. In the event of:

- failure to respond within the specified deadline;
- failure to submit the required documentation in full;
- inability to contact the winner for reasons attributable to the winner (e.g. incorrect e-mail address or full mailbox, deactivated Instagram account),

the prize shall be deemed definitively forfeited and shall be awarded, under the same conditions, to the first available reserve. If no reserve is valid or accepts the prize, the prize shall be handled in accordance with Article 11 of these rules and Article 10, paragraph 5, of Presidential Decree No. 430/2001 (donation to a non-profit organization).

6 – Prize redemption

6.1 – Redemption period

The trip must be taken in conjunction with the **MagicCon in Amsterdam**, on the dates communicated by the event organizers and confirmed by the Promoter and/or the appointed tour operator. The exact dates shall be agreed with the winner, subject to the availability of flights, accommodation, and the event.

The prizes shall be delivered or otherwise made available to the winner within **6 months** from the end of the Competition, in accordance with Article 1, paragraph 3, of Presidential Decree No. 430/2001.

6.2 – Travel documents and requirements

The winner and the accompanying person must, at their own expense, hold:

- **a valid passport**;

- any required **travel authorizations** (e.g. ESTA) and visas.

Any lack or irregularity of such documents, or failure to obtain the required visas or authorizations, shall not entitle the winner to any refund or alternative form of prize.

6.3 – Inability to redeem the prize

If the winner, for any reason not attributable to the Promoter (e.g. unforeseen personal impediments, failure to obtain travel documents, health reasons), is unable to redeem the prize on the scheduled dates, the Promoter shall assess, where possible, the rescheduling of the trip within the limits of the package validity and supplier availability. Failing this, or where rescheduling is objectively not feasible, the prize shall be deemed **forfeited**, with no right to substitution or refund.

In the event of **cancellation or postponement of the MagicCon**, or circumstances of force majeure (e.g. health emergencies, travel restrictions, natural disasters) making it impossible to redeem the trip as planned, the Promoter reserves the right to:

- reschedule the trip on alternative dates compatible with the event; or
- replace the prize with an **alternative prize of equal or greater value**, of a similar nature or otherwise deemed suitable, with no obligation to provide additional compensation.

7 – Liability limitations, force majeure and amendments

7.1 – Liability limitations

The Promoter and any appointed Delegate shall not be liable for:

- technical issues, malfunctions of networks, hardware or software, traffic congestion, or interruptions to internet connectivity services or the Instagram platform that may prevent or delay participation;
- incorrect or inaccurate data provided by participants;
- loss, theft, or misplacement of travel documents or participants' personal belongings;
- damages of any kind, whether direct or indirect, arising from participation in the Competition or from use of the prize, except where liability cannot be excluded under mandatory provisions of law.

7.2 – Force majeure

The Promoter reserves the right to modify, suspend, or cancel the Competition, in whole or in part, in the event of force majeure or circumstances not attributable to the Promoter (for example: epidemics/pandemics, actions by public authorities, natural events, wars, strikes, serious technical issues), by promptly informing participants through a notice on the website/landing page and, where possible, via the Instagram Profile.

7.3 – Amendments to the rules

Any amendments to these rules that do not prejudice rights already acquired by participants shall be communicated using the same publication methods as the original rules (website/landing page) and, where required, notified to the **Ministry of Enterprises**

and Made in Italy (MiMIT). Such amendments shall form an integral part of the rules, pursuant to Article 10, paragraphs 2 and 4, of Presidential Decree No. 430/2001.

8 – Instagram’s non-involvement in the Competition

The Competition is **in no way sponsored, endorsed, administered by, or associated with Instagram.** Instagram assumes no responsibility whatsoever in relation to the Competition.

The information provided by participants is collected and processed by the Promoter in accordance with the privacy notice referred to in Section 9 below, and not by Instagram.

9 – Personal data processing (Privacy)

9.1 – Data Controller

The Data Controller of participants’ personal data is **4X Trading Italy S.r.l.** (Tax Code and VAT No. 13043410961), with registered office at Via San Gregorio 55, 20124 Milan, Italy, contactable at info@4xtrading.eu (hereinafter, the “Controller”).

The Competition is addressed to data subjects located in multiple EU/EEA countries, in compliance with the **GDPR (General Data Protection Regulation).**

Where **Wizards of the Coast** jointly determines the purposes and means of processing with 4X Trading for specific activities (e.g. joint management of the participants’ database), the parties may act as **joint controllers**, formalizing an agreement pursuant to Article 26 GDPR, which shall be made available to data subjects in summary form within the privacy notice.

Personal data may be transferred to **third countries**, in particular to the **United States of America** (e.g. for travel booking, for the prize event, and for the use of social media platforms), in compliance with Regulation (EU) 2016/679 and, where required, on the basis of adequacy decisions, standard contractual clauses, or other appropriate safeguards.

9.2 – Categories of data processed

By way of example, the following data may be processed:

- identification and contact data (first name, last name, date of birth, e-mail address, city/province of residence or domicile);
- Instagram account username/ID;
- any additional data required for prize management (e.g. data necessary for travel bookings for the winners).

9.3 – Purposes and legal bases of processing

- **Management of the Competition** (collection of entries, checks, draw, communications with participants, assignment and delivery of the prize, administrative and tax compliance):

Legal basis: performance of pre-contractual and contractual measures related to participation in the Competition (Article 6(1)(b) GDPR) and compliance with legal obligations (Article 6(1)(c) GDPR).

- **Management of disputes, legal defense, anti-fraud checks:**
Legal basis: legitimate interest of the Controller (Article 6(1)(f) GDPR).
- **Sending commercial communications/newsletters from 4X Trading (direct marketing), where applicable:**
Legal basis: **consent** of the data subject (Article 6(1)(a) GDPR), freely given, specific, informed, and revocable at any time, collected via a separate, non-preselected checkbox in the form.

Provision of data for Competition management purposes is **necessary** in order to participate; refusal will result in the impossibility of taking part in the Competition. Provision of data for marketing purposes is **optional**, and lack of consent does not affect participation in the Competition.

9.4 – Processing methods

Data shall be processed using paper-based and electronic tools, in accordance with principles of fairness, lawfulness, transparency, and data minimization, and may be stored in systems and databases accessible only to authorized persons duly instructed by the Controller.

9.5 – Authorized persons and data processors

The following may have access to the data:

- employees and collaborators of the Controller, duly authorized and instructed;
- service providers (e.g. communication agencies, IT providers, tour operators, logistics companies) appointed as **data processors** pursuant to Article 28 GDPR, who shall process data on the basis of documented instructions.

9.6 – Data retention

Participants' data shall be retained for the time strictly necessary to manage the Competition and to comply with legal obligations (e.g. civil, tax, accounting), and in any case **no longer than 12 months** from the end of the Competition, unless further retention is required in the event of disputes.

Data processed for marketing purposes, where consent has been given, shall be retained until consent is withdrawn or deletion is requested by the data subject, and in any event no longer than the period defined in the Controller's internal policies.

9.7 – Data subjects' rights

Data subjects may exercise, within the limits and under the conditions set out by the GDPR, the right to:

- access their personal data;
- rectification or updating;
- erasure (“right to be forgotten”);
- restriction of processing;
- objection to processing for legitimate reasons;

- data portability (where applicable);
- withdrawal of consent (for marketing purposes) at any time, without affecting the lawfulness of processing based on consent before its withdrawal;
- lodge a complaint with a supervisory authority, in particular the Italian Data Protection Authority (Garante per la protezione dei dati personali).

Requests may be sent to info@4xtrading.eu or to the Controller's postal address.

9.8 – Full privacy notice and DPO

An extended version of the privacy notice, written in clear and easily accessible language, shall be made available on the Competition landing page and/or on the Controller's website.

Where the Controller has appointed a **Data Protection Officer (DPO)**, the relevant contact details shall be provided in the extended notice.

The privacy information shall be provided in clear, concise, and easily accessible language, including in electronic format, in compliance with the principles of fairness and transparency set out in Regulation (EU) 2016/679.

10 – Compliance with MiMIT requirements and tax aspects

10.1 – Notification and filing of the rules

Before the start of the Competition, the Promoter shall:

- submit the **prior notification** to the **Ministry of Enterprises and Made in Italy (MiMIT)** through the relevant online form, pursuant to Article 10, paragraph 1, of Presidential Decree No. 430/2001;
- file these rules together with the documentation evidencing the payment of the required security deposit.

10.2 – Security deposit

Prior to the start of the Competition, the Promoter shall provide a **security deposit** (by means of a bank or insurance guarantee or another permitted instrument) equal to the total value of the promised prizes, as determined for VAT purposes or any applicable substitute tax, in accordance with Article 7, paragraph 1, letter (a), of Presidential Decree No. 430/2001, as a guarantee of the actual awarding of the prize.

The security deposit shall be provided in favor of the **Ministry of Enterprises and Made in Italy** and shall have an expiry date not earlier than one year from the end of the Competition. For prize competitions, the security deposit may also be released earlier, after 180 days from the date of submission to the Ministry of the final closing report, pursuant to Article 7, paragraph 3, of Presidential Decree No. 430/2001.

10.3 – Reports and accounting

The draw and prize assignment operations shall be documented by a **report** drawn up by a notary public or a Chamber of Commerce official. At the end of the Competition, where required by applicable law, the Promoter shall submit a **final report** to MiMIT in accordance with the prescribed procedures.

10.4 – Tax regime of the prizes

The prizes awarded fall under the tax regime applicable to “prizes and winnings” deriving from prize competitions. The Promoter shall comply with the relevant tax obligations (withholdings, any substitute taxes, filings) at its own expense, in accordance with applicable laws.

11 – Unclaimed or unawarded prizes

Prizes that are not claimed or not awarded, other than those expressly refused, shall be donated to a **non-profit organization of social utility** as defined in Article 10 of Legislative Decree No. 460 of 4 December 1997, pursuant to Article 10, paragraph 5, of Presidential Decree No. 430/2001.

12 – Italian administrative requirements

The Competition is subject to Italian regulations governing prize competitions (Presidential Decree No. 430 of 26 October 2001 and related legislation). The Promoter shall fulfill in Italy all obligations relating to notifications, security deposits, prize assignment reports, and any other required formalities, regardless of whether participants reside in other EU/EEA countries.

All documentation relating to the Competition (including the rules, notifications to MiMIT, security deposits, draw and assignment reports, final accounting, communications to winners, and proof of prize delivery) shall be retained by the Promoter for at least **five (5) years** from the end of the Competition, for the purposes of any checks by the competent authorities.

13 – Language of the rules and communications

The official version of these rules is drafted in **Italian**. Any translations into other EU languages are provided **for information purposes only**; in the event of discrepancies, the Italian version shall prevail.

Official communications with participants (including winner notification) shall be conducted in **Italian and/or English**.

14 – Promotion of the Competition and availability of the rules

These rules are available on the Promoter’s website and are accessible from all EU/EEA countries. Any promotional materials disseminated in different countries shall include a full reference to these rules.

15 – Final provisions

These rules are governed by **Italian law**. For any matters not expressly provided for herein, the provisions of **Presidential Decree No. 430 of 26 October 2001**, the applicable regulations governing prize competitions, as well as the relevant tax and privacy laws, shall apply.

Any dispute relating to this Competition shall fall under the **exclusive jurisdiction of the court of the participant consumer's place of residence or domicile**, if located in a

Member State of the European Union, or, where applicable, the **Court of Pisa**, without prejudice to any mandatory jurisdictions provided for under EU consumer protection law.