

## Terms and Condition for CreditStacks Gift Card Award

**C-Stacks Inc. ("CreditStacks")** is engaged in the sourcing and issuance of credit cards to "pre-prime" customers - individuals with no credit history in the United States, assessed by C-Stacks to be prime customers based on alternative risk management approaches ("**CreditStacks Credit Card**") and offers the Gift Card Program ("**Program**"). These Terms and Conditions ("**Terms**") govern your participation in the Program. "**You**" or "**Participant**" means any person who submits an application to CreditStacks.

The purpose of the Program is to encourage Participants to apply for a CreditStacks credit card.

Any Participant who qualifies under the terms set forth below will be entitled to a Gift Card Award (as defined below).

### Process of Qualification for Gift Card Award

In order to qualify for the Gift Card Award, Participants will enter a promotional code upon applying for a CreditStacks credit card. Once the Participant's application is approved and the CreditStacks credit card is activated, an Amazon gift card, in an amount explicitly stated in the promotional language, will be delivered to the Participant via the E-mail address provided to CreditStacks by the Participant.

### Gift Card Award

Participants eligible for the Gift Card Award will receive, within 60 days of qualifying for the award, a personal link to a third-party vendor's website to redeem a gift card voucher, in the amount of **\$50 (US)**, to Amazon.com. Such voucher is non-negotiable and non-exchangeable.

You acknowledge that we will share your personal information with third parties, including relevant vendors, for the purposes of your Gift Card Award redemption and that use of such vendor's website is subject to such vendor's Terms of Service and Privacy Policy.

CreditStacks will send the Gift Card Award to the E-mail address provided on the CreditStacks application form. You are solely responsible for giving CreditStacks your correct E-mail address and waive any claim against CreditStacks that the Gift Card Award has not been received or delivered due to the incorrect address you provided. If CreditStacks is unable to deliver the Gift Card Award to you for any reason, including but not limited to regulatory reasons, then CreditStacks may at its sole discretion provide a different Gift Card Award of equivalent value, without prior notice to you, at its discretion.

### Restrictions & Amendments

By participating in the Program, you will be required to submit personal information about yourself, including, but not limited to your name and email address. All information collected, stored and/or shared through the Program will be subject to our [Privacy Policy](#).

You hereby represent and warrant that you have the full right to provide CreditStacks with any names and email addresses for the purpose set forth in these Terms.

CreditStacks is under no obligation to accept any applications and may decline such applications at its sole discretion.

CreditStacks does not allow you to and you represent that you will not use the Program for any purpose other than as set forth herein; nor any purpose that is unlawful or prohibited by these Terms or in order to send altered, deceptive or false source-identifying information or spam. This also includes but is not limited to sending out junk emails regarding this promotion.

CreditStacks reserves the right to withdraw this offer if, in its judgment, the offer is being abused. CreditStacks also reserves the right to change or amend the Gift Card Award and the structure of the offer at any time and will notify you thereof by amending these Terms. Any decision made by CreditStacks with regards to this offer is final.

### **Taxes**

CreditStacks is not responsible for any taxes, customs, or other tax issues relating to the issuing of the Gift Card Award. Any additional tax payment is your sole responsibility.

If and to the extent CreditStacks is required by an authorized tax authority to withhold any taxes on the Gift Card Award, CreditStacks shall provide all required reporting and withhold any such amounts as required by law.

### **Payments**

In order to receive a Gift Card Award, Participants may be subject to additional payment requirement such as, for example, customs payments, income tax, etc. You are solely responsible for payment for all such taxes as they are levied and as they apply to you. CreditStacks shall make no such payments and shall not be responsible for any payment of any amount required in order to allow the delivery, receipt or shipment to you of the Gift Card Award, if any.

### **Termination:**

CreditStacks reserves the right to terminate the Program at any time at its sole discretion. CreditStacks also reserves the right to terminate any Gift Card Award at its reasonable discretion.

### **Limitation of Liability:**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CREDITSTACKS (OR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR CONSULTANTS) BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THESE TERMS. IN NO EVENT SHALL CREDITSTACKS MAXIMUM CUMULATIVE LIABILITY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED AN AGGREGATE AMOUNT OF US\$100.

### **Governing Law and Jurisdiction:**

These Terms are governed by the laws of the State of Delaware, excluding conflicts of laws principles, and sole jurisdiction is granted to the competent courts in the State of Delaware.