

# Promotions Terms



Altruist Corp and Altruist Financial LLC

## Altruist Academy Sweepstakes Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

Please read these Official Rules (these “**Rules**”) for the Altruist Academy giveaway (the “**Sweepstakes**”) sponsored and administered by Altruist Corp, 3030 S. La Cienega Blvd., Culver City, CA 90232 (the “**Sponsor**”). By participating in the Sweepstakes, you (i) represent that you satisfy all of the eligibility requirements set forth below, and (ii) agree to be bound by these Rules and by the interpretations of these Rules by the Sponsor, in its sole and absolute discretion, which interpretations are final and binding in all matters relating to the Sweepstakes.

**THE SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK, INC., INSTAGRAM, INC., YOUTUBE, INC., TWITTER, INC., OR LINKEDIN CORPORATION, EVEN THOUGH SPONSOR MAY PROMOTE AND ADVERTISE THIS SWEEPSTAKES USING SERVICES PROVIDED BY ANY OF THE FOREGOING PLATFORMS.**

**Entry Period:** Sweepstakes entry is open beginning at 12:00 a.m. PST on the 3rd of May, 2023 and ending at 11:59 p.m. PST on the 31st of May, 2023 (“**Entry Period**”). One (1) Eligible Entry (as defined below) will be selected as the Winner (as defined below).

**Eligibility:** The Sweepstakes is open to natural persons who are at least eighteen (18) years of age as of the beginning of the Entry Period and are legal residents of the United States, excluding residents of Puerto Rico and other U.S. Territories. Employees, directors, members, managers and officers of the Sponsor, and each of the Sponsor’s affiliates, subsidiaries, advertising or promotional agencies, and any of their immediate family members (parents, spouses, children, siblings, or grandparents) and/or those living in the same household are not eligible to participate in the Sweepstakes. An “**Eligible Entry**” means an entry properly submitted by an individual who complies with (a) the eligibility requirements set forth in this paragraph, and (b) all other terms and conditions of these Rules. Please note that you are not required to purchase any products or services from Sponsor, its affiliates, or its or their respective officers, directors, employees, agents, or representatives (collectively, “**Sponsor Parties**”), join the Altruist platform (“**Sponsor Platform**”), or attend any event related to any Sponsor Party as a precondition to entering the Sweepstakes, and doing so will not increase your chances of winning.

**How to Enter:** There are three (3) methods of entry to the Sweepstakes. All persons who attend the Jolt Conference from May 3-5, 2023 and submit their contact information into a sweepstakes entry form and agree to these Rules in connection with submitting that sweepstakes entry form while visiting Sponsor’s booth at such event, and who meet all other eligibility requirements, shall be automatically entered to win. Those who have not submitted a sweepstakes entry form while visiting Sponsor’s booth at the Jolt Conference from May 3-5, 2023 may enter by (A) contacting [support@altruist.com](mailto:support@altruist.com) to request the Sweepstakes entry form; or (B) United States Postal Service Mail, by sending their name, address, email address and phone number on a 3”x5” card, to “Altruist Academy Sweepstakes, 3030 S. La Cienega Blvd., Culver City, CA 90232.” All Eligible Entries must be received by the Sponsor no later than the last day of the Entry Period. All entries received after the last day of the Entry Period will be ineligible for participation in the Sweepstakes. If the Sponsor does not receive an entry for any reason, such entry will be invalid and will be ineligible to receive the Prize (as defined below). Entry is limited to one (1) entry per person. Entrants may not create multiple entries through use of multiple email addresses, identities, devices, or a virtual private network in an attempt to circumvent the rules.

Your use of the Sponsor Platform, in connection with entering this Sweepstakes or otherwise, is at all times governed by the Sponsor Platform terms and conditions of use available at [altruist.com/terms](https://altruist.com/terms) (the “**Terms of Use**”) which are hereby incorporated into and made a part of these Rules by this reference. Further, your use of the Platform may be subject to those certain customer agreements available at [altruist.com/legal](https://altruist.com/legal) which you entered with Sponsor, if any (the “**Customer Agreements**”), the terms of which, if any, are hereby incorporated into and made a part of these Rules by this reference. In the event any provision of the Rules conflicts with any provision of the Terms of Use or the Customer Agreements, if any, the provision of the Rules shall govern and control only with respect to this Sweepstakes, and only to the extent of such conflict.

**Warranties and Consents:** By entering the Sweepstakes, you: (a) represent and warrant that (i) you have read, and agree to be bound by, these Rules, (ii) based on these Rules, you are eligible to participate in the Sweepstakes, and (iii) all of the information provided as part of your entry is accurate, does not violate any third party’s legal rights (including, without limitation, rights of privacy and publicity), and otherwise does not violate applicable law; (b) consent to the use of your name and/or likeness by the Sponsor for promotional purposes (whether online, in print or through any other media now known or hereafter developed), without additional compensation or authorization unless prohibited by law; and (c) agree to be bound by the interpretations of these Rules by the Sponsor, in its sole and absolute discretion, which are final and binding in all matters relating to the Sweepstakes. Sponsor reserves the right to disqualify any participant or winner and may refuse to award the Prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Sweepstakes, or obtained winner status using fraudulent means.

**Selection of Winner:** On or about the 7th of June, 2023 (the “**Drawing Date**”), the Sponsor will select one (1) winner (the “**Winner**”) to receive the Prize by selecting an Eligible Entry at random from the pool of Eligible Entries. If a Winner cannot be contacted, fails to return the required documents in the required time as provided herein, refuses or is unable to accept the Prize, or is otherwise in violation of these Rules, the Sponsor shall select another Winner, in accordance with the terms of the previous sentence, to replace the Winner originally selected. Each Winner will be contacted via email or by telephone.

**Prize; Approximate Retail Value of Prize; Odds of Winning:** The prize awarded to the Winner shall include the following items, with a total approximate retail value of \$1,500 USD (the "Prize"):

A paid entry ticket to and hotel for Altruist Academy, an event designed to help you scale and future-proof your RIA in a two (2) day workshop hosted by Jason Wenk (Altruist CEO and founder) and featuring other industry veterans. The Prize includes the following:

- One (1) entry ticket to the Altruist Academy event taking place June 25-27, 2023 in Miami, FL (including complimentary meals during the event); and
- Two (2) nights' stay at the Altruist Academy host hotel chosen by Sponsor.

The odds of being selected as a Winner depend on the number of Eligible Entries received. The Prize must be accepted as awarded and no substitution, transfer, conversion or assignment of the Prize is allowed. The Prize is not redeemable for cash. In the event of unavailability of the Prize or any part thereof, the Sponsor may substitute an alternative prize of equal or greater value at its sole discretion.

THE PRIZE WILL BE PROVIDED BY THE SPONSOR TO THE WINNER "AS IS." THE SPONSOR DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE PRIZE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

**Notification of Winner; Verification:** The Sponsor will notify the Winner by email within fifteen (15) days of the Drawing Date. "Notification" is deemed to have occurred immediately upon sending an e-mail to the Winner. Within ten (10) days of the Sponsor sending such notification, a Winner must notify the Sponsor, via email or U.S. registered mail, that he/she has accepted the Prize. The Sponsor is not responsible or liable in any manner for late, lost, misdirected or unsuccessful efforts to notify any Winner. The Prize will be awarded only if the Sponsor has verified that the Winner has (i) complied with these Rules and (ii) completed, signed and returned to the Sponsor any and all tax forms, affidavits, waivers, releases, indemnity agreements, and/or any additional documents required by Sponsor in Sponsor's sole discretion and/or required by applicable tax authorities (the "Required Documents") within ten (10) days of receiving the Required Documents from the Sponsor. If such person fails to complete, sign and return the Required Documents to the Sponsor within such ten (10) day period, the Sponsor reserves the right to void such person's entry and select another Winner. By accepting the Prize you (a) confirm your compliance with these Rules, (b) release and forever discharge the Sponsor and all Sponsor Parties from and against all claims, demands, damages, actions and causes of action arising by reason of the acceptance or use of the Prize, and (c) except as limited by law, give permission to the Sponsor Parties, at their option, to publish or otherwise use your name, firm name, city and state, photograph, voice and comments, without compensation, in any publicity carried out by the Sponsor Parties or their advertising agencies.

**List of Winners:** A list of the Winner(s) will be made available for twelve (12) months after award of the Prize by sending an email to [support@altruist.com](mailto:support@altruist.com).

**Taxes:** All federal, state and local taxes are the sole responsibility of each Winner. Consult with your tax professional regarding potential tax implications.

**Conditions:** Participants agree that by participating in the Sweepstakes they release the Sponsor and all Sponsor Parties from any liability in connection with: (a) entries that are ineligible as a result of being lost, late, illegible, damaged, incomplete, stolen, postage due, or misdirected; (b) any typographical or other human or technical errors in the offer or administration of the Sweepstakes, including but not limited to errors in advertising, these Rules, the selection and announcement of Winners, or the distribution/awarding of the Prize; (c) any omission, interruption, deletion, defect, delay, misdirection, damage, injury, technical malfunctions or traffic congestion on the Internet/telephone network, or at any website, or any combination thereof.

**Indemnification:** By participating in the Sweepstakes and, if the Winner, by accepting the Prize, you agree to release, indemnify, defend and hold harmless the Sponsor Parties, Facebook, Instagram, Twitter, and each of their parent companies, subsidiaries, affiliates, related companies, licensees, assigns, promotional partners and the respective officers, directors, managers, members, employees, agents, successors, licensees and assigns of each of the foregoing from and against any and all liability whatsoever for any loss, harm, damage, injury, cause of action, claim, cost or expense (including, without limitation, any property damage, personal injury and/or death) arising out of or in connection with your participation in the Sweepstakes, including, without limitation, acceptance, use or misuse of the Prize.

**Waiver of Certain Damages:** As a condition of participating in the Sweepstakes, you agree that: (i) under no circumstances will you be permitted to obtain an award for, and you hereby waive all rights to claim, punitive, incidental, consequential or any other indirect damages; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event shall any claim, judgment or award include attorneys' fees or any equitable or injunctive relief. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of entrants or Sponsor in connection with the Sweepstakes will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. Entrants hereby consent to exclusive jurisdiction and venue of the courts located in New York County, New York in any action to enforce (or otherwise relating to) these Rules or relating to this Sweepstakes. All federal, state, provincial and local laws and regulations apply. Any provision of these Rules deemed unenforceable will be enforced to the fullest extent permissible, and the remainder of these Rules will remain in effect.

**Limitation of Liability:** Each Winner acknowledges and agrees that the Sponsor Parties will have no liability whatsoever, and shall be held harmless by each Winner for any injuries, claims, losses or damages of any kind to any person, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the Prize.

**Disclaimer of Warranties:** THE SPONSOR IS PROVIDING THE SWEEPSTAKES ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SPONSOR DOES NOT REPRESENT OR WARRANT THAT THE SWEEPSTAKES OR THE TECHNOLOGY USED TO PROVIDE IT: (I) WILL BE UNINTERRUPTED OR SECURE; (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS; OR (III) WILL MEET YOUR REQUIREMENTS OR ENABLE YOU TO

PARTICIPATE IN IT. THE SPONSOR MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE RULES, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIABILITY OF SPONSOR SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. NOTHING IN THESE RULES SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO AN ENTRANT.

**General Terms:** The Sponsor assumes no responsibility for incorrect or inaccurate entry information whether caused by any equipment or programming associated with or utilized in the Sweepstakes or by any human error which may occur in the processing of the entries in the Sweepstakes. The Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or servers on account of technical problems or traffic congestion on the Internet or any website, or any combination thereof, or any incomplete, lost, late, delayed, misdirected or garbled entries or failure to receive entries, including, without limitation, any injury or damage to your or any other person's computer related to or resulting from any attempt to participate in the Sweepstakes or to download materials or software related to the Sweepstakes. The Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the Prize and any Winner. If, for any reason, the Sweepstakes is not capable of running as planned, or is disrupted or corrupted, including, without limitation, by strikes, acts of war or terrorism, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical or system failures, or any other causes beyond the control of the Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes, or for any reason the Sponsor deems it necessary, the Sponsor reserves the right in its sole and absolute discretion to cancel, terminate, modify or suspend the Sweepstakes. No software-generated, robotic, programmed, script, macro or other online or text message entries are permitted. The Sponsor reserves the right in its sole and absolute discretion to disqualify any person from the Sweepstakes if the Sponsor suspects or finds that such person: (i) has used a software-generated, robotic, programmed, script, macro or other automated online or text message entry; (ii) has tampered with the entry process or the operation of the Sweepstakes; (iii) is acting or has acted in violation of these Rules; (iv) is acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) has provided inaccurate information on any document submitted in connection with the Sweepstakes.

ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW AND, SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM YOU TO THE FULLEST EXTENT PERMITTED BY LAW.

**Mailing List:** By entering this Sweepstakes, you agree to receive newsletters and other promotional material from the Sponsor Parties. You may update your newsletter subscription preferences, and may opt-out of marketing emails altogether, upon receipt of any newsletter email from the Sponsor Parties.

**Use of Data:** The Sponsor may collect personal information about you, including, without limitation, your email address. By participating in the Sweepstakes, except as limited by law, you hereby agree to the Sponsor's collection and usage of your personal information as set forth herein. Such collection and usage shall at all times comply with Sponsor's Privacy Policy available at [altruist.com/legal](https://altruist.com/legal).

## Onyx Advisor Network Promotional Pricing (Effective 02/01/2022)

After Altruist's standard one month free trial period, advisors who are current members of the Onyx Advisor Network are eligible to receive an Altruist software subscription rate of their first 500 client accounts free and \$1 for each additional account per month. Subscription discounts will be processed via Stripe for eligible advisors. Promotion will be applied in the form of a coupon, crediting each qualifying advisor for an additional 400 free accounts (500 in total) each month.

Advisors must remain part of the Onyx Advisor Network to continue receiving this promotion. If an advisor leaves the Onyx Advisor Network, Altruist's standard subscription rate of their first 100 client accounts free and \$1 for each additional account per month will apply as of the next month's billing cycle. Subscription pricing and promotion terms are subject to change at Altruist's sole discretion. Keep in mind, promotional pricing applies to Altruist's Performance Accounting software only, other brokerage fees may apply on client assets. For further details, refer to the Subscription Pricing and Fee Schedules links on our Legal page at [altruist.com/legal](https://altruist.com/legal). An advisor's participation in this promotion will be deemed to constitute the advisor's representation that the promotion is consistent with applicable laws, rules and regulations and the advisor's fiduciary, disclosure and other obligations to its clients.

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Altruist Financial LLC and its affiliates (collectively, "Altruist") reserves the right to modify the terms of these and any other promotions at any time with or without notice, in its sole discretion, subject to applicable laws and regulations. Your participation in these promotions constitutes your acknowledgement and acceptance of the Altruist Financial LLC Customer Agreement, Privacy Notice and Privacy Policy, which can be located on our Legal page at [altruist.com/legal](https://altruist.com/legal). Further, you also acknowledge that Altruist cannot be held liable for any technical or other issues that may arise from your use of any third-party websites or other technologies in conjunction with any promotional offer.

Registered Investment Advisers and/or their affiliates ("RIAs") may not use any aspect of any Altruist promotion in conjunction with any of their Firm's advertising, marketing or other promotional endeavors without prior written consent from Altruist. RIAs may not imply affiliation, endorsement or sponsorship by Altruist as a result of their participation in any Altruist promotion. Registered investment advisers and their affiliated persons are not eligible to participate in gift card or account funding promotions.