

Terms and Conditions for the RedStone next chapters Airdrop campaigns

§1

[Definitions]

1. **Airdrop:** airdrop campaigns covered by these Terms and Conditions, including multiple campaigns organised periodically (usually quarterly), as determined by the Organiser.
2. **Effective Date:** 9 April 2025;
3. **MiCa:** the Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets, and amending Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937 (Text with EEA relevance);
4. **Organiser:** RedStone Distributed Data Association, Mühlegasse 18, 6340 Baar, Switzerland, Tax number CHE-449.167.689.
5. **Participants:** users taking part in the Airdrop.
6. **RedStone Miners Program:** RedStone community initiative allowing to obtain points which will be later exchanged to Tokens as a part of Airdrop;
7. **Terms and Conditions:** this document with all of the appendices, governing the rules of the Airdrop;
8. **Tokens:** tokens of the RedStone (RED) cryptocurrency;

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[Purpose of the Airdrop]

1. The Airdrop is organised to reward RedStone community participants with the Tokens for their engagement and contributions to our community – mainly in the RedStone Miners Program.
2. The campaign aims to foster and reward RedStone community involvement while complying with all applicable legal and regulatory standards, including (MiCA). The initial Airdrop is part of an ongoing series of Airdrop campaigns organised periodically.
3. The Airdrop is not an offer of securities or financial instruments and does not constitute an investment contract under applicable financial regulations.

§3

[Eligibility criteria]

1. To participate in the Airdrop, Participants must:
 - 1) be a natural person (business entities, crypto exchanges, and online currency platforms are excluded);
 - 2) Participants must be of a minimum age that allows them to take part in airdrops, in accordance with local regulations;
 - 3) possess a verified account on the Organiser's Discord platform available here <https://discord.com/invite/PVxBZKFr46> and be registered in the Organiser's system through Discord before start of the given Airdrop;
 - 4) not reside in jurisdictions where cryptocurrency transactions are prohibited by law and in other restricted countries from the list which is enclosed to the Terms and Conditions as an appendix. A geo-blocking system can exclude Participants from restricted countries, including the United States;
 - 5) complete the required registration process, including providing accurate and truthful personal information, wallet addresses, and identity verification as mandated by MiCA and AML regulations;
 - 6) actively participate in the RedStone community (as specified in §4, section 1, point 1);
 - 7) agree to these Terms and Conditions, as well as the privacy and data protection policies referenced herein.

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[Airdrop Token distribution]

1. Tokens will be distributed based on Participants' contributions and roles as follows:
 - 1) community pool allocation: Tokens will be allocated at the discretion of the Organiser without a predefined algorithm, based on the RSG points obtained through participation in RedStone Miners Program. Details of the RedStone Miners Program can be found here: <https://redstone-finance.notion.site/RedStone-Miners-Program-1c1a95cadfd88082a181d90e07906e0f>
 - 2) wallet registration: Participants must provide a wallet address linked to their Discord account before the deadlines to claim Airdrop Tokens.

- 3) claim process: the Organiser will provide a dedicated webpage where Participants can check their Token allocation. A separate claim page will be available for eligible Participants to retrieve their allocated Tokens.
2. The initial Airdrop will follow the schedule outlined below:
 - 1) Airdrop page launch.
 - 2) Participants will have a certain amount of time to register.
 - 3) Token distribution begins.

The exact dates of the schedule will be announced by Organiser.

3. Future Airdrops under these Terms and Conditions will be organised periodically, with approximate schedules determined by the Organiser (usually every quarter). The Participants will be notified about upcoming Airdrops, including exact registration and Token distribution dates, via the Organiser's official communication channels, such as Discord platform. The exact dates will be specified prior to each Airdrop event. The Organiser reserves the right to adjust the schedule as needed and will inform Participants of any changes.
4. Participants can accumulate RedStone Miners Program points based on their engagement and contributions. The points earned during each specific RedStone Miners Program period will be valid only for the respective Airdrop that is scheduled and organised within that period. Points accumulated during one Airdrop cycle cannot be transferred or carried over to future Airdrop events. Each Airdrop will have its own point allocation and claim process (unless the Organiser specifies otherwise in the RedStone Miners Program rules).

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[Risk disclaimer]

1. Cryptocurrencies and tokens are highly volatile and may lose value over time. Participants should carefully assess the risks before claiming and using the airdropped Tokens. Detailed information on risks is included in the whitepaper.
2. The Airdrop does not constitute financial, investment, or legal advice. Participants are responsible for conducting their due diligence and consulting professionals if necessary.

3. The Organiser does not guarantee any future value, usability, or liquidity of the airdropped Tokens.
4. Participants acknowledge that blockchain transactions are irreversible, and lost or stolen tokens cannot be recovered.

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[Wallet security]

1. Participants are solely responsible for securing access to their cryptocurrency wallets.
2. Participants must not disclose their private keys, seed phrases, or any other sensitive wallet-related information to third parties.
3. The Organiser will never request a participant's private key or personal security details.

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[Compliance with legal provisions]

1. A comprehensive whitepaper will be publicly made available by Organiser, detailing:
 - 1) token utility, purpose, and associated risks.
 - 2) project development roadmap.
 - 3) rights and obligations of Token holders.
2. The whitepaper is available here: redstone.finance/mica.
3. The Organiser will register with the appropriate regulatory authorities where necessary and ensure compliance with EU-wide financial regulations, including for all Airdrop campaigns organised under these Terms and Conditions.
4. Promotional activities will adhere to strict transparency requirements to prevent misleading or deceptive practices.
5. The Organiser complies with applicable AML (Anti-Money Laundering) and KYC (Know Your Customer) regulations to prevent illicit activities such as money laundering and terrorism financing.
6. Participants may be required to undergo identity verification procedures before claiming their Tokens.

7. The Organiser reserves the right to deny participation and Token distribution if a Participant fails to meet AML or KYC requirements.
8. The Organiser may report any suspicious activities to competent authorities in accordance with applicable legal obligations.
9. The Organiser shall ensure that Airdrop complies with the applicable EU legislation, including in particular the provision of a refund mechanism concerning Tokens, which is detailed in Part E (points 15-17) of the whitepaper. A Participant may exercise this refund mechanism by sending an email to: token@redstone.finance. The Organiser and Participant conclude an agreement for Token distribution when Participant claims the Tokens distributed within the Airdrop.

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[Tax obligations]

1. Participants are responsible for determining and fulfilling any tax obligations related to the receipt and use of tokens in their respective jurisdictions.
2. The Organiser will, where required by law, issue documentation to Participants for tax reporting purposes.

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[Organiser's rights and responsibilities]

1. The Organiser reserves the right to modify, suspend, or terminate the Airdrop at any time, provided that changes comply with applicable legal requirements and are communicated promptly. This also applies to future Airdrops organised under these Terms and Conditions.
2. Any changes to the Terms and Conditions regarding changes to the Airdrop rules will be published and made available to participants with at least 14 days' notice before the start of a new Airdrop campaign.
3. The Organiser is committed to maintaining the integrity and fairness of the Airdrop by implementing robust anti-fraud and anti-money laundering measures.
4. Records of the Airdrop, including token allocations and Participant data, will be retained in compliance with MiCA and other applicable regulations.

5. The Organiser does not provide any advice, recommendations, analyses or recommendations in relation to Airdrop and Tokens.
4. The Organiser shall not be liable to Participants for any change in the market value of the Token and for any loss resulting from unauthorized access, hacking, phishing, or other security breaches affecting a Participant's wallet.
5. The Organiser shall not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to natural disasters, government actions, technological failures, or cyberattacks.
6. In no event shall the Organiser be liable for any indirect, incidental, or consequential damages arising from participation in the Airdrop.
6. The Organiser is not the Participant's broker, intermediary, agent or advisor and has no fiduciary relationship or obligation to the Participant in relation to their participation in Airdrop.

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[Privacy protection]

1. All personal data collected will be processed in accordance with the General Data Protection Regulation (GDPR) and instructions on data processing enclosed to the Terms and Conditions as an appendix.
2. Data will only be used for the purposes of administering the Airdrop and fulfilling regulatory requirements.

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[Dispute resolution]

1. Participants must submit disputes in writing to the Organiser within 30 days of the issue arising.
2. The Organiser is open to resolving disputes through mediation or arbitration when appropriate. Participants may seek mediation services through the European Online Dispute Resolution platform (<https://ec.europa.eu/consumers/odr>) – the platform is available until July 20th 2025.

3. For dispute matters, as well as other questions or support related to the Airdrop, Participants can contact the Organiser via email at token@redstone.finance.
4. The Organiser will strive to answer Participants within 30 days.

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[Final provisions]

1. Disputes arising from the Airdrop campaigns organised under these Terms and Conditions will be governed by the laws of Poland.
2. The governing law applicable to this Airdrop and these Terms and Conditions shall be the laws of Poland.
3. For the avoidance of doubt, all proprietary rights, including but not limited to copyrights, trademarks, and other intellectual property rights related to the airdrop, its branding, website, and any accompanying materials, shall remain the exclusive property of the Organiser. Participants do not acquire any rights to the Organiser's intellectual property by participating in the Airdrop.
4. By taking part in the Airdrop, you confirm that you have read, understood, and agreed to these Terms and Conditions, as well as any accompanying documents, including the whitepaper.

Appendix:

- List of the restricted countries;
- Instructions of data processing.

List of the restricted countries

- Belarus;
- Cuba;
- Iran;
- North Korea;
- Syria;
- Russia;
- Territories occupied by Russia, that is Crimea; Donetsk Oblast; Luhansk Oblast; Kherson Oblast; Zaporizhzhia Oblast;
- Myanmar;
- Venezuela;
- Afghanistan;
- Central African Republic;
- Iraq;
- Nicaragua;
- Congo DRC;
- Lebanon;
- Somalia;
- Yemen;
- Sudan;
- Ethiopia;
- Libya;
- South Sudan;
- Mali;
- United States (US) including dependent territories;
- Hong Kong;
- Afghanistan;
- Algeria;
- China;

- Egypt;
- Indonesia;
- Nepal;
- Pakistan;
- Canada;
- United Kingdom;
- Bahamas;
- Bangladesh;
- Nigeria;
- Japan;
- Zambia;
- Zimbabwe;
- Cameroon.

Instructions of data processing

According to art. 13 sections 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"), we would like to inform you that:

- 1) The Controller of your personal data is: RedStone Distributed Data Association, Mühlegasse 18, 6340 Baar, Switzerland, Tax number CHE-449.167.689, e-mail: token@redstone.finance;
- 2) The Controller processes the following categories of personal data: identification data (nickname) from Discord with wallet address, and other data, if these are necessary for the purposes for which the Controller processes the data and are provided by you;
- 3) personal data may be processed by the Controller for the following purposes:
 - a) the implementation of the agreement you have concluded with the Controller (Airdrop), or taking action at your request, prior to the conclusion of the agreement (Article 6 section 1 letter b of the GDPR);
 - b) complying with legal obligations incumbent on the Controller due to the ATL procedure (Article 6 section 1 letter c of the GDPR);
 - c) asserting or defending against claims, which constitutes a legitimate interest of the Controller (Article 6 section 1 letter f of the GDPR);
- 4) the Controller may store your personal data for the following periods:
 - a) in the case of data processed in order to implement an agreement or take action at your request - for the period required by the provisions of law and the period necessary to assert one's claims or to defend against claims made against the Controller;
 - b) in the case of data processed in order to comply with legal obligations incumbent on the Controller – for the period required by the provisions of the law;
 - c) in the case of data processed in order to assert or defend against claims – for the period of limitation of potential claims;

- 5) the Controller processes personal data that comes from you;
- 6) personal data may be facilitated to entities providing marketing, IT service providers, as well as entities participating in the process of performing an agreement between the data subject and the Controller, as well as entities from company group;
- 7) the Controller is based in Switzerland and may use IT service providers who are based outside the European Union. As such, data will be transferred outside the EU. The Controller is based in a country providing an adequate level of protections, as well as shall only use IT services provided by entities established in countries for which the European Commission has determined that they provide an adequate level of protection, from entities that process personal data on the basis of the Standard Contractual Clauses adopted by the European Commission, referred to in Article 46 of the RODO, concluded between the Controller and that entity, or that process data on the basis of the Data Privacy Framework.
- 8) the data subject shall have the following rights:
 - a) the right of access to the personal data provided and the right to obtain a copy thereof;
 - b) the right to rectification of personal data;
 - c) the right to deletion of personal data;
 - d) the right to request restriction of the processing of personal data;
 - e) the right to transfer personal data;
 - f) the right to oppose the processing of the personal data provided;
 - g) the right to file a complaint with a regulatory organ.

In order to exercise the above rights, you may contact the Controller.

- 9) The Controller does not make a decision towards you that is based solely on automated processing, including profiling.
- 10) The personal data must be provided to take part in the Airdrop;