

PRIVACY STATEMENT

We value your right to privacy and strive to protect your personal data that we collect. We want to make sure that you understand what kind of information we will be collecting from you and how it will be used. In this Privacy Statement we describe which personal data we collect, how and for which purposes we process your personal data, to whom personal data is disclosed by us and how you can exercise your privacy rights. Therefore, we encourage you to read this Privacy Statement carefully. We may need to amend this Privacy Statement from time to time. The most recent version of this Privacy Statement is available on our website. Finally, we would like to point out that we are continually developing and improving our website. If this brings about any changes in the way we process personal data, this will be reflected in this Privacy Statement. We therefore recommend that you regularly take notice of the Privacy Statement for any modifications.

1. Who we are

This Privacy Statement applies to the IMC Prosperity Global Trading Challenge. IMC is a global group of companies with entities and operations in, amongst others, the Netherlands, the United States, Australia, India, and the United Kingdom.

For the purposes of data protection law, the controller responsible for the processing of your personal data depends on your location and the IMC entity that determines the purposes and means of the processing related to the Global Trading Challenge:

- **If you are located in the European Economic Area, the United Kingdom or Switzerland**, the controller of your personal data is the IMC entity that determines the purposes and means of the processing in your region. This may be:
 - **IMC Netherlands Services B.V.** (Netherlands),
 - **IMC London Ltd** or **IMC London Services Ltd** (United Kingdom), or
 - the **IMC filial in Denmark**,
depending on which entity organises or administers your participation in the Challenge.
- **If you are located in the United States**, the controller of your personal data is the relevant US entity within the IMC Group that determines the purposes and means of the processing for your participation in the Challenge (collectively, **“IMC US”**), including IMC Americas, Inc., IMC Chicago, LLC, IMC Securities LLC, IMC Execution Services LLC, and IMC Markets.

- **If you are located in Australia**, the controller of your personal data is: **IMC Pacific Pty Ltd**, which determines the purposes and means of processing for individuals in Australia.
- **If you are located in India**, the controller of your personal data is: **IMC India Securities Private Limited**, to the extent that this entity determines the purposes and means of processing in connection with your participation in the Challenge.

Other IMC group companies may act as processors or joint controllers where they support or jointly participate in organising or administering the Challenge. Where required, IMC has implemented appropriate intra-group arrangements.

You can contact the relevant controller using the contact details provided at the end of this Privacy Statement.

2. To Whom This Privacy Statement Applies

This Privacy Statement applies to:

- **Participants:** individuals who register for and/or take part in the Prosperity Challenge.
- **CRM contacts:** individuals whose contact details are stored in our customer relationship management system (e.g. ActiveCampaign) for recruitment and marketing purposes, including Participants and Lead Gen who have opted in.
- **Website visitors:** individuals who visit the Prosperity microsite and interact with its forms and content.

3. How and Why We Process Your Personal Data

(Categories of data, purposes, legal basis)

We only process personal data that is necessary for the purposes described below. The specific data used depends on whether you are a Participant, Lead Gen contact, CRM contact, or website visitor.

3.1 Registering and administering your participation in Prosperity

Categories of Personal Data Used	Purpose of Processing	Legal Basis
<ul style="list-style-type: none"> • Name • Email address • Country of residence • University name • Discipline, degree, start and end year • Account identifiers 	<ul style="list-style-type: none"> • Creating and managing your Prosperity account • Verifying eligibility • Providing access to the Challenge platform • Sending essential “in-game” communications (instructions, 	<ul style="list-style-type: none"> • Performance of a contract • Legitimate interests (ensuring secure and effective operation of the Challenge) • Consent (for optional fields such as gender)

Categories of Personal Data Used	Purpose of Processing	Legal Basis
(username, participant ID) <ul style="list-style-type: none"> • Technical data (IP address, device type, browser version, session identifiers) • Platform log data (login timestamps, navigation patterns, error logs) • Optional information you choose to provide (e.g., gender) 	updates, deadlines) <ul style="list-style-type: none"> • Maintaining platform functionality and resolving technical issues 	

3.2 Operating the Challenge, evaluating performance, and awarding prizes

Categories of Personal Data Used	Purpose of Processing	Legal Basis
<ul style="list-style-type: none"> • Game activity logs • Gameplay decisions and timestamps • Scores, rankings, performance metrics • Challenge progress (e.g., round advancement) • Participant identifiers • Prize payment information (e.g., bank account details, full legal name, tax information where required) 	<ul style="list-style-type: none"> • Running and evaluating gameplay • Determining scoring and rankings • Managing progression through rounds • Identifying winners • Issuing and transferring prize money 	<ul style="list-style-type: none"> • Performance of a contract

3.3 Recruitment follow-up and talent identification

Categories of Personal Data Used	Purpose of Processing	Legal Basis
<ul style="list-style-type: none"> • Name • Email address • Country of residence • Discipline, degree, start and end year • Prosperity performance metrics (scores, rankings, gameplay indicators) • Prior interactions with IMC (e.g., campus events or enquiries) 	<ul style="list-style-type: none"> • Assessing Prosperity as a recruitment channel • Identifying individuals who may be suitable for future roles • Creating or updating recruitment profiles in Greenhouse • Contacting you regarding recruitment opportunities (where appropriate) 	<ul style="list-style-type: none"> • Legitimate interests (identifying and engaging future talent) • Consent where required by local law for recruitment outreach

3.4 Marketing communications (CRM contacts & Participants who opt-in)

Categories of Personal Data Used	Purpose of Processing	Legal Basis
<ul style="list-style-type: none"> • Email address • Name • Marketing opt-in/opt-out status • Timestamp of consent • Lead Gen submission data (email, region, campaign source) • Email engagement metrics (opens, clicks, unsubscribe actions) 	<ul style="list-style-type: none"> • Sending Prosperity-related updates, newsletters and reminders • Sending IMC events, initiatives and general marketing communications • Managing mailing lists and consent records • Evaluating the effectiveness of marketing campaigns 	<ul style="list-style-type: none"> • Consent (Participants who opt-in) • Consent/request for information (Lead Gen) • Legitimate interests where permitted under local law

3.5 Security, fraud prevention and IT administration

Categories of Personal Data Used	Purpose of Processing	Legal Basis
<ul style="list-style-type: none"> • IP address • Device and browser data • Security logs (login attempts, access logs, error logs) • Gameplay anomaly detections • Fraud or abuse indicators (e.g., automated play attempts) 	<ul style="list-style-type: none"> • Ensuring the integrity and security of the Challenge • Detecting cheating, fraud or misuse • Protecting systems and infrastructure • Incident investigation and prevention 	<ul style="list-style-type: none"> • Legitimate interests (platform security, fraud prevention) • Legal obligations where applicable

3.6 Compliance with legal obligations

Categories of Personal Data Used	Purpose of Processing	Legal Basis
<ul style="list-style-type: none"> • Identity data required for compliance (e.g., name, country, contact information) • Prize-related financial information (bank account details, tax identifiers where required) • Records necessary for audit, regulatory reporting or tax compliance 	<ul style="list-style-type: none"> • Meeting statutory obligations (e.g., tax and accounting requirements related to prize payments) • Responding to lawful requests from public authorities • Maintaining audit trails and compliance documentation 	<ul style="list-style-type: none"> • Legal obligation

4. With Whom We Share Your Personal Data

We may share your personal data with:

- **Other IMC group companies** that support Prosperity, recruitment and marketing activities, in their capacity as controllers, joint controllers or processors, as described in Section 1.
- **Service providers** that process personal data on our behalf, including:
 - **Hypersolid**, which designs, hosts and operates the Prosperity microsite and Challenge platform and maintains the Prosperity database;
 - **Greenhouse Software, Inc.**, which provides our recruitment platform and stores participant data transferred from Prosperity;
 - **ActiveCampaign or similar CRM/marketing platforms**, which we use to send marketing and information emails;
 - IT, hosting, email and other technical providers that support Prosperity.
- **Professional advisers** (such as legal or tax advisers) where reasonably necessary.
- **Public authorities**, regulators or courts, where we are legally required to do so.

When we work with service providers, we put in place appropriate data processing agreements to ensure your personal data is protected and only used according to our instructions.

5. International Data Transfers

Because IMC is a global group, your personal data may be transferred to and processed in countries outside of your own, including countries outside the European Economic Area and the United Kingdom (for example, the United States, Australia and India).

Where required by law, we take appropriate safeguards to protect such transfers, including:

- entering into **Standard Contractual Clauses** or equivalent contractual safeguards; and
- implementing additional technical and organisational measures where appropriate.

You can request more information about the safeguards used for international transfers by contacting us using the details above.

6. How Long We Keep Your Personal Data

We keep your personal data only for as long as necessary for the purposes described in this Privacy Statement, and in line with our internal retention policies and applicable laws. In particular:

- **Prosperity participation data** (including scores and game activity) is typically retained for up to **12 months after the end of the relevant edition of Prosperity**, for reporting, audit, dispute handling and to improve future editions.
- **Participant data in Greenhouse** used for recruitment purposes is generally retained for up to **2 years after your last relevant interaction with IMC** (for example, after the last recruitment activity in which you were involved), unless a longer or shorter period is required by local law.

- **CRM contacts (ActiveCampaign)** are retained **up to 2 years**, and we apply periodic **data hygiene reviews** to ensure we do not retain personal data longer than necessary for active marketing purposes. You can unsubscribe from CRM communications at any time by using the unsubscribe link at the bottom of the email.
- **Technical logs and security data** are retained for shorter periods where possible, typically **12 months**, unless needed longer for security investigations or legal purposes.

We may retain certain information for longer where necessary to comply with legal obligations, resolve disputes, or enforce our agreements.

7. Whether You Have to Provide Personal Data

You are free to decide whether to participate in Prosperity or to sign up for marketing communications.

However:

- Some personal data (such as name, email address and country of residence) is necessary for us to register you, operate the Challenge and communicate with you. Without this information, you will not be able to participate.
- Providing your details for CRM marketing purposes is voluntary, and you can withdraw your consent or opt out at any time.

8. Your Rights

Depending on your location and subject to legal conditions and exemptions, you may have the following rights in relation to your personal data:

- **Right of access** – to obtain confirmation and a copy of your personal data we hold.
- **Right to rectification** – to have inaccurate or incomplete data corrected.
- **Right to erasure** – to request deletion of your personal data in certain circumstances.
- **Right to restriction of processing** – to request that we limit the processing of your personal data in certain cases.
- **Right to data portability** – to receive certain personal data in a structured, commonly used and machine-readable format and to transmit it to another controller.
- **Right to object** – to object, on grounds relating to your particular situation, to processing based on our legitimate interests, including profiling; and to object at any time to processing for direct marketing purposes.
- **Right to withdraw consent** – where processing is based on your consent, you may withdraw that consent at any time. This does not affect the lawfulness of processing based on consent before its withdrawal.
- **Right not to be subject to a decision based solely on automated processing**, including profiling, which produces legal effects concerning you or similarly significantly affects you, unless certain conditions are met. (Prosperity scoring and ranking are used to run the Challenge and award prizes but are not intended to produce other legal or similarly significant effects outside the context of the Challenge.)

To exercise your rights, please contact us using the details provided in Section 1. We may need to verify your identity before responding to your request.

You also have the right to lodge a complaint with your local data protection authority, in particular in the EEA or UK country where you live or work, or where you consider that a breach of data protection law has occurred.

9. Automated Decision-Making and Profiling

Prosperity involves automated scoring and ranking of participants based on their performance in the Challenge. These automated processes are necessary to operate the Challenge, determine progression through rounds and identify winners.

Outside of the Challenge context, IMC may use Prosperity performance data, together with other information in our recruitment systems, to help identify potentially suitable candidates. This may involve a degree of profiling (for example, grouping participants based on performance, study background or engagement level). However, we do not make hiring decisions **solely** on the basis of automated processing; meaningful human involvement is always present in recruitment decisions.

If you have questions or concerns about any automated processing, you can contact us and, where applicable, request human review.

10. Changes to This Privacy Statement

We may update this Privacy Statement from time to time, for example to reflect changes in Prosperity, our processing activities or applicable law. The updated version will be posted on the Prosperity microsite with a revised “last updated” date. Where changes are material, we will take appropriate steps to inform you.

11. How can I exercise my privacy rights?

You can exercise your privacy rights (such as the right of access, rectification, erasure, restriction, objection, or data portability, where applicable) by contacting us using the details below. Please indicate your location and briefly describe your request so we can handle it efficiently.

- **EU / UK / Switzerland:** amslegal@imc.com
- **United States:** PrivacyUS@imc.com
- **APAC:** apachr@imc.com
- **India:** IndiaHRteam@imc.com

We will review and respond to your request in accordance with applicable data protection laws and within the required timeframes. In some cases, we may need to verify your identity before processing your request.

COOKIE STATEMENT

The following terms and conditions apply to the use of the www.prosperity.imc.com website (hereinafter referred to as the 'Website') of IMC Group (hereinafter referred to as 'IMC'). By perusing the Website and using the information provided on it, the user accepts the following conditions.

We only place **non-essential cookies** (analytics and marketing) **after you have given consent**, in accordance with the GDPR and the ePrivacy Directive.

More specifically, we use cookies and similar tracking technologies for the following purposes:

Strictly Necessary Cookies

These cookies are necessary for the website to function and cannot be switched off in our systems. They are usually set in response to actions made by you such as setting your privacy preferences or filling in forms. You can configure your browser to block these cookies, but some parts of the site will then not work. These cookies do not store personally identifiable information.

Cookie Name	Provider	Purpose	Expiry
imcPreferences	prosperity.imc.com	Stores the visitor's cookie consent preferences (essential / analytics / marketing)	Session or persistent (depending on CMP settings)
Session cookies (if present)	prosperity.imc.com	Required for core functionality and secure site operation	Session

Analytics Cookies *(set only after consent)*

These cookies allow us to count visits, track traffic sources and understand how visitors interact with the site. This helps us improve the performance and user experience of the Prosperity platform. If you do not allow these cookies, we will not know when you have visited our site, and we cannot measure usage performance.

Cookie Name	Provider	Purpose	Expiry
_ga	Google Analytics	Distinguishes unique users	2 years
ga*	Google Analytics	Stores session state and visit count	2 years
_gcl_au	Google Ads	Measures advertising campaign effectiveness	3 months

Cookie Name	Provider	Purpose	Expiry
TimeOnSite (custom)	prosperity.imc.com	Tracks session duration and engagement	Session

Marketing Cookies *(set only after consent)*

These cookies may be set through our site by our advertising partners. They help build a profile of your interests and show you relevant advertisements on other sites. They do not store directly identifiable personal information but rely on unique identifiers in your browser or device. If you do not allow these cookies, you will receive less targeted advertising.

Cookie Name	Provider	Purpose	Expiry
IDE	DoubleClick	Advertising personalisation and measurement	13 months
DSID	DoubleClick	Retargeting and ad personalisation	2 weeks
HSID, SSID, SID, SAPISID, APISID	Google / DoubleClick	Security features and advertising profiling	Various (up to 2 years)

How We Manage Cookie Consent

- On your first visit to the Prosperity website, our **Cookie Management Platform (CMP)** will ask you to choose your cookie preferences.
- **Google Tag Manager loads with all tags set to “denied”** until you actively choose your preferences.
- Only after you consent do analytics and marketing cookies fire.
- Your choice is stored in the **imcPreferences** cookie so it persists across sessions.

You can access the website even if you refuse all non-essential cookies.

How to Change or Withdraw Your Consent

You can change your consent settings at any time by clicking on **“Cookie Settings”** in the footer of the Prosperity website.

Additionally, all major browsers allow you to delete cookies or block new ones. Instructions can be found on your browser’s website.

Please note that blocking strictly necessary cookies may make some parts of the website unavailable.

Third-Party Cookies & International Transfers

Some cookies (for example Google Analytics and DoubleClick) are provided by third parties that may process data outside the EEA or UK.

Where required by law, IMC ensures that appropriate safeguards – such as Standard Contractual Clauses and supplementary measures – are in place.

Updates to This Cookie Statement

We may update this Cookie Statement from time to time. Updates will be posted on this page with a revised “last updated” date. If you want to learn more about how we use and protect personal data, please see our Privacy Statement.

LEGAL DISCLAIMER

The information on this Website is provided for general informational and educational purposes in connection with the IMC Prosperity Challenge (“Prosperity”). It does not constitute investment advice, trading advice, financial services, or an offer to buy or sell any financial instrument. Nothing on this Website is intended to be, nor should it be interpreted as, professional advice of any kind.

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Links to the Website are not permitted without IMC's prior written consent.

Links

This Website provides links to other websites maintained by third parties. The inclusion of any such link does not imply any type of endorsement by IMC of any material contained on any linked site. IMC has no control over the linked sites and IMC does not provide any guarantee concerning the content of those sites, does not vouch for the quality of the services and information provided on those sites, and is not responsible or liable for any content, information or other materials available on such sites.

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IMC provides no guarantee concerning the availability of, access to, and use of the Website.

IMC does not guarantee that the information and data provided on the Website are up-to-date, accurate, or complete. The user accepts that access to and use of the Website, as well as the use of the information provided on it, are solely his or her responsibility.

IMC is not responsible for the updating, improvement, renewal, or deletion of information on the Website, nor is it responsible for maintenance of the Website or the networks and computer systems (owned by IMC or otherwise).

IMC does not in any way guarantee the security of the website and, in particular, cannot rule out the possibility that unauthorized third parties may gain access to details entered by the user on the Website or that such entries will be intercepted and/or manipulated.

IMC accepts no liability whatsoever for loss, costs, compensation, or lost earnings arising directly or indirectly from the provision of the Website to the user or the use of the Website by the user or third parties, or arising from the access provided by the Website to other websites.

This exclusion of liability also extends to the management and staff of IMC.

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