

MILLIONAIRE SPEEDRUN

PRIVACY POLICY

(hereinafter: "Policy")

1. CONTROLLER

1.1. The controller of your personal data is THEBIRBNEST OÜ, a company established under the laws of Estonia, registered office: Harju maakond, Tallinn, Nõmme linnaosa, Rännaku pst 12, 10917, registry No.: 16514534, VAT: EE102512328 (hereinafter: "Controller", "we", "our" or "us").

1.2. Contact: support@thebirbnest.com or at the postal address above.

1.3. This Policy applies specifically to the processing of personal data in connection with the Millionaire Speedrun program (hereinafter: "Program"). For data processing related to the Website generally, please refer to the General Privacy Policy available at www.thebirbnest.com/privacy.

2. DEFINITIONS

2.1. Terms defined in the Terms and Conditions of Millionaire Speedrun (hereinafter: "Terms") have the same meaning in this Policy, unless stated otherwise. Additionally:

GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data.
Personal Data	any information relating to an identified or identifiable natural person.
Participant	as defined in the Terms — a natural person enrolled in the Program.
Exchange Partner	as defined in the Terms — the third-party cryptocurrency exchange designated for a particular Challenge.
Processor	a third party that processes Personal Data on behalf of the Controller.

3. CATEGORIES OF PERSONAL DATA WE COLLECT

3.1. In connection with the Program, we collect and process the following categories of Personal Data:

3.1. Registration Data

3.1.1. Data provided by you during enrollment, including: name, email address, Discord username, country of residence, and any additional information required by the registration form on Whop.

3.2. Consent Records

3.2.1. Records of your acceptance of the Terms and this Policy, including: timestamp, IP address, version of documents accepted, and the state of each consent checkbox at the time of registration.

3.3. Trading Activity Data

3.3.1. Data relating to your trading activity on the Exchange Partner's platform, received by us through the Referral Link tracking mechanism, including: trading volume, number of trades executed, account status (active/inactive), and aggregated performance metrics used for Leaderboard rankings.

3.3.2. As a rule, the Exchange Partner provides us with aggregated metrics. We do not use details of your individual trades (specific assets, order sizes, prices, or timestamps of individual orders) for any purpose other than Leaderboard scoring and Activity Rule verification, to the extent such data is made available to us by the Exchange Partner.

3.4. Leaderboard Data

3.4.1. Data displayed publicly on the Leaderboard, including: your Discord username (or designated display name), Leaderboard ranking, and performance metrics as defined in the applicable Challenge Notice.

3.5. Community Interaction Data

3.5.1. Data generated through your participation in the Discord community, including: messages posted in Program-related channels, trade journal entries, and webinar attendance records (via Whop).

3.6. Prize Winner Data

3.6.1. If you are a prize winner, additional data collected for the purpose of prize distribution, including: full legal name, cryptocurrency wallet address or bank account details (for fiat payment), tax identification number (if required by applicable law), and correspondence address.

3.7. Support and Complaints Data

3.7.1. Data provided by you in connection with support tickets or complaints, including: name, email address, description of the issue, and any attachments.

4. PURPOSES AND LEGAL BASIS OF PROCESSING

4.1. We process your Personal Data for the following purposes and on the following legal bases:

Data Category	Purpose	Legal Basis	Retention
Registration Data	Enrollment, identity verification, account management	Performance of contract — Art. 6(1)(b) GDPR	Duration of participation + 3 years
Consent Records	Proof of valid consent, legal compliance	Legal obligation — Art. 6(1)(c) GDPR; Legitimate interest — Art. 6(1)(f)	Duration of participation + 3 years

Trading Activity Data	Leaderboard scoring, Activity Rule enforcement, program management, reporting to Exchange Partner	Performance of contract — Art. 6(1)(b) GDPR	Duration of participation + 3 years
Leaderboard Data (public display)	Public ranking, competitive structure, community engagement	Consent — Art. 6(1)(a) GDPR	Duration of participation; removed upon withdrawal of consent
Community Interaction Data	Community management, moderation, support	Performance of contract — Art. 6(1)(b) GDPR; Legitimate interest — Art. 6(1)(f)	Duration of participation + 1 year
Prize Winner Data	Prize distribution, tax compliance	Performance of contract — Art. 6(1)(b) GDPR; Legal obligation — Art. 6(1)(c)	7 years (tax/accounting obligations)
Support / Complaints Data	Responding to inquiries, handling complaints	Performance of contract — Art. 6(1)(b); Legitimate interest — Art. 6(1)(f)	3 years from resolution

4.2. Where we rely on legitimate interest (Art. 6(1)(f) GDPR), the specific interests are:

- (a) ensuring the proper functioning, security, and integrity of the Program;
- (b) preventing fraud, wash trading, and abuse;
- (c) conducting analytics to improve the Program;
- (d) establishing, exercising, or defending legal claims.

5. PUBLIC DISPLAY OF PERSONAL DATA

5.1. By consenting at registration (Checkbox 2), you agree that the following data will be displayed publicly:

- (a) your Discord username (or designated display name);
- (b) your Leaderboard ranking and performance metrics;
- (c) if you are a prize winner: your Discord username in connection with prize announcements on Discord, the Website, and TheBirbNest's social media channels.

5.2. You may withdraw your consent to public display at any time by contacting us at support@thebirbnest.com. Withdrawal of consent will result in removal of your data from the Leaderboard. Please note that withdrawal of consent to public display may affect your eligibility for prizes, as Leaderboard participation requires public ranking.

5.3. We make reasonable efforts to remove publicly displayed data promptly upon receiving a valid withdrawal request. However, cached versions on third-party platforms (e.g., Discord, search engines) may persist beyond our control.

6. DATA RECIPIENTS AND SHARING

6.1. We may share your Personal Data with the following categories of recipients:

Recipient	Data Shared	Purpose
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Exchange Partner (e.g. WEEX)	Referral Link tracking data, aggregated trading metrics	Affiliate partnership management, volume verification, KPI reporting
Whop (platform provider)	Registration data, consent records, course progress	Program delivery, membership management, content access
Discord (platform provider)	Discord username, community interaction data	Community management, Leaderboard display, moderation
Legal advisors (3dots Law)	As necessary for legal matters	Legal compliance, dispute resolution
Public (Leaderboard)	Discord username, ranking, performance metrics	Competitive structure (with consent)
Competent authorities	As required by law	Legal obligation compliance

6.2. We do not sell your Personal Data. We do not share your Personal Data with third parties for their own marketing purposes.

6.3. Where we engage third-party processors, we ensure appropriate data processing agreements are in place in accordance with Article 28 GDPR.

7. TRANSFER OF DATA OUTSIDE THE EEA

7.1. Some of our service providers (including Discord and Whop) may process Personal Data outside the European Economic Area (EEA). Where such transfers occur, we ensure adequate protection through:

- (a) European Commission adequacy decisions;
- (b) standard contractual clauses (SCCs) approved by the European Commission; or
- (c) other appropriate safeguards as required by Article 46 GDPR.

7.2. The Exchange Partner may be established outside the EEA. Where we share Personal Data with the Exchange Partner (e.g., Referral Link tracking data), we take reasonable steps to ensure adequate safeguards are in place, including standard contractual clauses where applicable. The Participant's registration on the Exchange Partner's platform and any data shared directly by the Participant with the Exchange Partner are subject to the Exchange Partner's own privacy policy and terms.

8. DATA RETENTION

8.1. We retain your Personal Data only for as long as necessary to fulfil the purposes described in Section 4, or as required by law. Specific retention periods are indicated in the table in Section 4.1.

8.2. After the applicable retention period, data is irreversibly deleted or anonymized.

8.3. Retention periods may be extended where necessary for the establishment, exercise, or defense of legal claims.

9. YOUR RIGHTS

9.1. Under the GDPR, you have the following rights in relation to your Personal Data:

- (a) Right of access — you may request a copy of your Personal Data (Art. 15 GDPR);
- (b) Right to rectification — you may request correction of inaccurate data (Art. 16 GDPR);

(c) Right to erasure (“right to be forgotten”) — you may request deletion of your data where there is no compelling reason for continued processing (Art. 17 GDPR);

(d) Right to restriction of processing — you may request limitation of processing in certain circumstances (Art. 18 GDPR);

(e) Right to data portability — you may request your data in a structured, machine-readable format (Art. 20 GDPR);

(f) Right to object — you may object to processing based on legitimate interests (Art. 21 GDPR);

(g) Right to withdraw consent — where processing is based on consent, you may withdraw it at any time without affecting the lawfulness of processing prior to withdrawal.

9.2. To exercise any of these rights, please contact us at support@thebirbnest.com. We will respond without undue delay and in any event within one month of receipt of the request, in accordance with Article 12(3) GDPR. We may request identity verification before processing your request.

9.3. You also have the right to lodge a complaint with the Estonian Data Protection Inspectorate (Andmekaitse Inspektsioon): Tatari 39, 10134 Tallinn, e-mail: info@aki.ee, website: www.aki.ee.

10. DATA SECURITY

10.1. We implement appropriate technical and organizational measures to protect your Personal Data against unauthorized access, alteration, disclosure, or destruction. These measures include access controls, encryption of data in transit, and regular security reviews.

10.2. While we take reasonable precautions, no method of transmission over the Internet or electronic storage is 100% secure. We cannot guarantee absolute security of your data.

11. CHILDREN

11.1. The Program is not directed at persons under the age of 18 (or the applicable age of majority in their jurisdiction). We do not knowingly collect Personal Data from minors. If we become aware that we have collected data from a minor, we will take steps to delete it promptly.

12. CHANGES TO THIS POLICY

12.1. We may update this Policy from time to time. Any material changes will be communicated to Participants via the Website, Discord, or email at least 7 (seven) days before the effective date.

12.2. The current version of this Policy is effective as of February 9, 2026.

13. CONTACT

13.1. For any questions regarding this Policy or the processing of your Personal Data in connection with the Program, please contact us at:

Email: support@thebirbnest.com

Postal address: Harju maakond, Tallinn, Nõmme linnaosa, Rännaku pst 12, 10917, Estonia

13.2. Estonian Data Protection Inspectorate: Tatari 39, 10134 Tallinn, e-mail: info@aki.ee, website: www.aki.ee.

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