# MILLIONAIRE SPEEDRUN

## TERMS AND CONDITIONS

*(hereinafter: “Terms”)*

**IMPORTANT RISK WARNING**

**Trading in crypto-assets involves substantial risk of loss and is not suitable for every person. You may lose some or all of Your invested capital. Past performance is not indicative of future results. Never trade with funds You cannot afford to lose.**

**THEBIRBNEST OÜ is not a broker, intermediary, agent, financial advisor, crypto-assets advisor, tax advisor, legal advisor, or any other advisor of any kind. THEBIRBNEST OÜ does not provide any crypto-asset services within the meaning of Regulation (EU) 2023/1114 (Markets in Crypto-Assets Regulation, “MiCA”), including advice on crypto-assets within the meaning of Article 3(1)(16) of MiCA. THEBIRBNEST OÜ does not hold, custody, transfer, exchange, or execute orders in relation to crypto-assets on behalf of any person.**

**Trading services are offered by the Exchange Partner, not by THEBIRBNEST OÜ. Users are responsible for verifying whether they are legally entitled to use such services in their jurisdiction. Before participating, Users must review the Exchange Partner’s terms and all relevant local regulations, and consult an independent professional advisor if necessary.**

## 1. OVERVIEW

**1.1.** The organizer of the “Millionaire Speedrun” program (hereinafter: “Program”) 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: “TheBirbNest”).

**1.2.** The Program is a structured, tiered trading challenge operated by TheBirbNest in cooperation with an Exchange Partner. It provides Participants with free access to educational resources, trading tools, a competitive leaderboard, and partner-funded prize pools, subject to these Terms.

**1.3.** Participation is voluntary and free of charge insofar as no fee is payable to TheBirbNest. The Participant must meet the eligibility conditions specified in the applicable Challenge Notice, which may include maintaining an active trading account on the Exchange Partner’s platform registered via the Referral Link. Any funds in such account are the Participant’s own trading capital, held solely by the Exchange Partner, and do not constitute a payment to TheBirbNest.

**1.4.** By checking the box “I have read and accepted the Terms and Conditions” (or equivalent), the Participant agrees to be bound by these Terms, the Privacy Policy at the Website, and any applicable Challenge Notice.

**1.5.** The Program is available to natural persons of legal age who are legally permitted to participate in trading activities in their jurisdiction. Employees and governing body members of TheBirbNest and persons directly involved in organizing the Program are not eligible for prizes.

## 2. DEFINITIONS

**2.1.** The following definitions apply in these Terms:

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| **“Activity Rule”** | the requirement to perform at least one Qualifying Activity per calendar week to maintain access to the Program (Section 6). |
| **“Challenge”** | a time-limited competitive trading period corresponding to a specific Tier, as set out in the applicable Challenge Notice. |
| **“Challenge Notice”** | a published notice specifying the Challenge Period, Tier, Prize Pool, Exchange Partner, eligibility conditions, Leaderboard scoring methodology, and additional participation requirements. The Challenge Notice forms an integral part of these Terms. |
| **“Coursework”** | educational content made available via Whop, Discord, and the Website (www.thebirbnest.com), including courses, webinar recordings, tools, and written materials. |
| **“Exchange Partner”** | the third-party cryptocurrency exchange designated as the exclusive trading platform for a particular Challenge. The Exchange Partner is independent and is not an affiliate, subsidiary, or agent of TheBirbNest. |
| **“Leaderboard”** | the publicly visible ranking of Participants based on trading performance during a Challenge Period. |
| **“Nest Club Elite Access”** | the Participant’s free-of-charge access to the full suite of educational courses, tools, and resources on Whop and the Website while actively participating in the Program. |
| **“Participant”** | a natural person who has enrolled in the Program by completing registration, accepting these Terms, and meeting the eligibility conditions in the applicable Challenge Notice. |
| **“Prize Pool”** | the aggregate monetary value of prizes in a Challenge, funded entirely by the Exchange Partner. |
| **“Qualifying Activity”** | any of the following per calendar week: (a) executing at least one trade on the Exchange Partner’s platform via the Referral Link; (b) attending or viewing the weekly webinar on Whop within the same week; or (c) posting a trade journal update in Discord. |
| **“Referral Link”** | the unique tracking link through which the Participant registers and trades on the Exchange Partner’s platform, available at thebirbnest.com or through Whop. |
| **“Tier”** | a defined stage of the Program corresponding to a portfolio growth target (Tier 1: \$100→\$1,000; Tier 2: \$1,000→\$10,000; Tier 3: \$10,000→\$100,000; Tier 4: \$100,000→\$1,000,000), each with a specific educational curriculum and competition bracket. |
| **“Tier Target”** | the aspirational portfolio growth goal for a Tier. Tier Targets are challenge goals and do not constitute a guarantee, projection, or promise of any return. |
| **“Trade of the Day”** | a daily educational trade idea published in Discord, provided strictly |

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| | for educational reference. It does not constitute advice on crypto-assets under Article 3(1)(16) of MiCA, financial advice, or a trading signal. |

## 3. PROGRAM STRUCTURE

**3.1.** The Program consists of four sequential Tiers, each corresponding to a monthly Challenge:

(a) Tier 1: $100 → $1,000 — Theme: Foundations (risk management, basic technical analysis, platform orientation);

(b) Tier 2: $1,000 → $10,000 — Theme: Scaling (advanced setups, position sizing, deeper technical analysis);

(c) Tier 3: $10,000 → $100,000 — Theme: Professional Edge (portfolio management, correlation, multi-timeframe analysis);

(d) Tier 4: $100,000 → $1,000,000 — Theme: Elite (advanced strategy, mentorship pipeline, institutional-grade content).

**3.2.** Tier Targets are aspirational challenge goals. They do not constitute a guarantee, projection, or promise of any financial return. Markets are inherently unpredictable, and Participants may not achieve the Tier Target. Participants may lose some or all of their invested capital.

**3.3.** All active Participants advance through the educational curriculum together regardless of portfolio size. Competition on the Leaderboard is segmented by account tier bracket. Underperformance does not result in removal; only breach of the Activity Rule (Section 6) or Rules of Conduct (Section 7) does.

**3.4.** TheBirbNest reserves the right to modify Tiers, Tier Targets, themes, and Challenge duration with reasonable advance notice via the Website or Discord.

## 4. ENROLLMENT AND ELIGIBILITY

**4.1.** To enroll, the Participant shall:

(a) complete the registration process on the Website or Whop;

(b) accept these Terms;

(c) register an account on the Exchange Partner’s platform via the Referral Link;

(d) meet all eligibility conditions specified in the applicable Challenge Notice.

**4.2.** The Participant warrants that:

(a) he/she is of legal age in his/her jurisdiction;

(b) he/she is legally permitted to participate in cryptocurrency trading in his/her jurisdiction;

(c) all information provided is true, accurate, and complete;

(d) he/she has independently verified that the Exchange Partner’s services are available and lawful in his/her jurisdiction.

**4.3.** One natural person may hold only one Participant account. Multiple accounts result in immediate removal.

**4.4.** TheBirbNest may refuse or revoke enrollment at its sole discretion if the Participant fails to meet eligibility conditions or breaches these Terms.

## 5. EXCHANGE PARTNER AND REFERRAL LINK

**5.1.** Each Challenge designates an exclusive Exchange Partner. All trades counted toward the Leaderboard, prizes, and activity tracking must be executed on the Exchange Partner's platform via the Referral Link. Trades executed without the Referral Link shall not be recognized.

**5.2.** The Exchange Partner funds the Prize Pool and the infrastructure enabling the Program to be free of charge. The Participant acknowledges that active trading through the Referral Link is the economic mechanism sustaining the Program.

**5.3.** TheBirbNest does not operate, control, or assume any liability for the Exchange Partner's platform, services, security, regulatory compliance, or financial condition. TheBirbNest has no ownership interest in the Exchange Partner. The Participant shall review and accept the Exchange Partner's terms before trading and is solely responsible for verifying that the Exchange Partner's services are lawful in his/her jurisdiction.

**5.4.** TheBirbNest shall not be liable for any loss arising from the Participant's use of the Exchange Partner's platform, including without limitation:

(a) any loss of funds deposited on or held by the Exchange Partner;

(b) trading errors, slippage, or execution failures;

(c) platform outages, downtime, or technical failures;

(d) security breaches, hacking, or unauthorized access to the Participant's account;

(e) the insolvency, bankruptcy, cessation of business, or regulatory non-compliance of the Exchange Partner;

(f) any changes to the Exchange Partner's terms, fees, or services;

(g) any regulatory action taken against the Exchange Partner.

## 6. ACTIVITY RULE AND REMOVAL

**6.1.** To maintain access, the Participant must perform at least one Qualifying Activity per calendar week (see Section 2).

**6.2.** The Participant acknowledges that: (a) only trading activity is reflected on the Leaderboard; (b) only Participants who trade are eligible for prizes; (c) trading activity is the primary metric supporting the Program's economic viability.

**6.3.** Enforcement:

(a) one calendar week with zero Qualifying Activities → formal warning in Discord;

(b) two consecutive weeks with zero Qualifying Activities → removal from the Program and revocation of Nest Club Elite Access;

(c) a removed Participant may reapply for the next cycle, subject to TheBirbNest's approval.

**6.4.** TheBirbNest may adjust the Activity Rule with reasonable advance notice.

## 7. PARTICIPANT RULES OF CONDUCT

**7.1.** The Participant shall:

(a) comply with the Activity Rule at all times;

(b) trade exclusively on the Exchange Partner’s platform via the Referral Link for all Challenge-related activity;

(c) treat all Participants, team members, and community members with respect;

(d) use only truthful and accurate information in all interactions.

**7.2.** The Participant shall not:

(a) promote personal tokens, groups, referral links, or third-party services within the community;

(b) impersonate TheBirbNest team members, other Participants, or any person;

(c) engage in phishing, scamming, spamming, or any fraudulent activity;

(d) redistribute, share, resell, or make available to third parties any Program content;

(e) create multiple accounts or identities;

(f) engage in wash trading, market manipulation, or any dishonest practice;

(g) take actions affecting the proper functioning of the Program.

**7.3.** Breach of 7.2(a)–(c) results in immediate removal without warning. Breach of 7.2(d)–(g) may result in a warning or immediate removal at TheBirbNest’s discretion.

## 8. SCOPE OF SERVICES

**9.1.** Subject to the Participant’s compliance with these Terms and the Activity Rule, TheBirbNest provides the following within the Program:

(a) Nest Club Elite Access, including educational courses, the BirbicatorPRO indicator, and the Resource Hub on Whop and the Website;

(b) weekly webinars (live and recorded) covering topics aligned with the current Tier’s educational theme;

(c) Trade of the Day — a daily educational trade idea published in Discord, provided strictly for educational and informational reference purposes;

(d) Monday Market Reports and CMT-grade market analysis published in Discord and/or on the Website;

(e) the Leaderboard, updated daily;

(f) access to the Discord community channels, moderation, and support;

(g) trading tools available on the Website, including Breadth Charts, Crypto Screener, Economic Calendar, Crypto Heatmap, and Stock Heatmap.

**9.2.** TheBirbNest may deliver elements of the Program through third-party service providers (including Whop, Discord, the Exchange Partner, and others). Nest Club Elite Access is provided free of charge for the duration of active participation. Upon removal or withdrawal, access shall be revoked.

# 9. LEADERBOARD AND PRIZES

**9.1.** TheBirbNest maintains a Leaderboard ranking Participants by trading performance, updated daily in Discord. The scoring methodology is specified in the applicable Challenge Notice. Only trading via the Referral Link counts toward rankings.

**9.2.** In the event of a dispute regarding Leaderboard data, TheBirbNest's determination, based on data received from the Exchange Partner, shall be final.

**9.3.** Each Challenge may include a Prize Pool funded entirely by the Exchange Partner. Prizes are awarded to top-ranking Participants per the Challenge Notice.

**9.4.** To receive a Prize, the winner shall provide TheBirbNest with required personal data within 7 (seven) days from the announcement of results. Transfer shall occur within 14 (fourteen) working days of receipt.

**9.5.** Prizes are paid in cryptocurrency unless prohibited in the winner's jurisdiction, in which case fiat payment may be arranged subject to TheBirbNest's agreement. The winner is obliged to verify whether receipt of the Prize in cryptocurrency is permitted in his/her jurisdiction.

**9.6.** The Participant is solely responsible for tax obligations arising from receiving a Prize. The Prize value may be reduced by applicable taxes. The cost of transfer is borne by TheBirbNest unless otherwise specified in the Challenge Notice.

**9.7.** TheBirbNest may withhold or refuse a Prize if:

(a) required personal data was not provided completely or timely;

(b) the Participant breached these Terms;

(c) the ranking was achieved through manipulation, fraud, wash trading, or any other dishonest practice.

# 10. REGULATORY STATUS, LIABILITY AND DISCLAIMERS

## 10.1. Regulatory Status

**10.1.1.** TheBirbNest does not provide any crypto-asset services within the meaning of Regulation (EU) 2023/1114 (MiCA). In particular, TheBirbNest does not:

(a) provide custody and administration of crypto-assets on behalf of clients;

(b) operate a trading platform for crypto-assets;

(c) exchange crypto-assets for funds or other crypto-assets;

(d) execute orders for crypto-assets on behalf of clients;

(e) receive and transmit orders for crypto-assets on behalf of clients;

(f) place crypto-assets;

(g) provide transfer services for crypto-assets on behalf of clients;

(h) provide advice on crypto-assets within the meaning of Article 3(1)(16) of MiCA;

(i) provide portfolio management of crypto-assets.

**10.1.2.** TheBirbNest is not a broker, financial institution, exchange, custodian, investment advisor, or any other regulated service provider. TheBirbNest does not hold, receive, transfer, or exercise control over any Participant's funds or crypto-assets at any time.

**10.1.3.** The Program is an educational initiative combined with a competitive trading challenge. The Referral Link is a tracking mechanism for leaderboard scoring, activity verification, and the affiliate partnership with the Exchange Partner. It does not constitute reception or transmission of orders or any other crypto-asset service under MiCA.

**10.1.4.** All content within the Program — including the Trade of the Day, webinars, Coursework, and market reports — is provided strictly for educational and informational purposes. They do not constitute advice on crypto-assets within the meaning of Article 3(1)(16) of MiCA. Specifically:

(a) the Trade of the Day is a general educational reference idea shared with the entire Participant community simultaneously; it is not personalized to any individual Participant's circumstances, financial situation, or objectives;

(b) the Trade of the Day does not constitute a recommendation to buy, sell, or hold any specific crypto-asset;

(c) each Participant remains solely and independently responsible for evaluating whether to act upon, modify, or disregard any content shared within the Program;

(d) TheBirbNest does not assess the suitability or appropriateness of any trade for any individual Participant.

**10.1.5.** TheBirbNest recommends that Participants seek independent legal, financial, and tax advice before participating in the Program and before making any trading decisions.

### 10.2. Limitation of Liability

**10.2.1.** TheBirbNest, its affiliates, officers, employees, and contractors shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages arising from participation in the Program, including loss of profit, data, trading opportunities, or goodwill.

**10.2.2.** TheBirbNest shall not be liable for any loss caused by technical problems or limitations of third-party providers (including the Exchange Partner, Whop, or Discord).

**10.2.3.** The Participant agrees not to hold TheBirbNest liable for any claim arising from any decision made based on content provided within the Program. For individual financial, legal, tax, or investment advice, the Participant should contact a qualified professional.

## 11. INTELLECTUAL PROPERTY

**11.1.** All Program content is the intellectual property of TheBirbNest or its licensors. The Participant receives a limited, non-exclusive, non-transferable, revocable license for personal, non-commercial educational use during active participation only.

**11.2.** Redistribution, reproduction, resale, or commercial use of any Program content without prior written consent is strictly prohibited and constitutes a material breach resulting in immediate and permanent removal.

## 12. TERMINATION

**12.1.** The Participant may withdraw at any time by notifying TheBirbNest at support@thebirbnest.com.

**12.2.** TheBirbNest may remove a Participant with immediate effect for: (a) breach of Sections 7.2(a)–(c); (b) breach of intellectual property provisions; (c) fraud, wash trading, or Leaderboard manipulation; (d) any other material breach. TheBirbNest may also remove a Participant pursuant to the Activity Rule (Section 6.3).

**12.3.** TheBirbNest may suspend or terminate the Program in its entirety, or any individual Challenge, at any time at its sole discretion with reasonable advance notice. Termination shall not give rise to any claim for damages.

**12.4.** Upon termination, Nest Club Elite Access and all restricted content access shall be revoked.

## 13. DATA PROCESSING

**13.1.** Personal data is processed in accordance with the Privacy Policy at the Website.

**13.2.** The Participant acknowledges that his/her Discord username, Leaderboard standings, and performance metrics may be displayed publicly. Prize winners' display names may be announced on Discord, the Website, and social media.

## 14. GENERAL PROVISIONS

### 14.1. Complaints

**14.1.1.** Complaints may be submitted to: Harju maakond, Tallinn, Nõmme linnaosa, Rännaku pst 12, 10917 or support@thebirbnest.com. The complaint shall include the Participant's name, address, and a detailed description. TheBirbNest shall respond within 14 (fourteen) days.

**14.1.2.** An ODR platform is available at https://ec.europa.eu/consumers/odr pursuant to Regulation (EU) No 524/2013. The Participant may also seek assistance from the Consumer Protection and Technical Regulatory Authority (Endla 10A, 10122 Tallinn, info@ttja.ee).

### 14.2. Amendments

**14.2.1.** TheBirbNest may amend these Terms for justified reasons (changes in law, regulatory guidance, new features, Exchange Partner changes, or clarification). Amendments shall be published at least 7 (seven) days before the effective date. A Participant who disagrees may withdraw per Section 12.1 before the effective date.

**14.2.2.** No amendment shall deteriorate Participant rights guaranteed at the time of enrollment, to the extent required by mandatory law.

### 14.3. Governing Law and Jurisdiction

**14.3.1.** These Terms are governed by the laws of the Republic of Estonia. Disputes which cannot be resolved amicably shall be submitted to the competent court in Estonia.

**14.3.2.** None of these Terms shall limit consumer rights under applicable mandatory law. In case of conflict, mandatory provisions prevail.

### 14.4. Final Provisions

**14.4.1.** These Terms enter into force on February 9, 2026.

**14.4.2.** If any provision is or becomes invalid or unenforceable, it shall not affect the remaining provisions.

**14.4.3.** All implied warranties are excluded to the fullest extent permitted by applicable law. In matters not regulated herein, Estonian law applies.

**14.4.4.** Contact: support@thebirbnest.com.

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