

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"), that is, to persons who have enrolled in the Program by accepting the Terms and completing Verification in Discord. Processing of personal data of Discord server members who have not enrolled in the Program, and processing related to the Website generally, is governed by 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. For the current Challenge, the Exchange Partner is Bitbase, as named in the applicable Challenge Notice.

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.

3.2. Enrollment Data

3.2.1. Data available to us when you enter the Program through Discord, namely your Discord username and Discord user identifier. We do not collect your name, e-mail address, or country of residence at enrollment.

3.3. Consent Records

3.3.1. Records of your acceptance of the Terms and this Policy, comprising: your Discord user identifier, the time of acceptance, and the version identifier of the documents accepted. We do not collect IP addresses in connection with consent records.

3.3.2. Consent records are stored in a restricted, administrator-only channel on the Discord server and are periodically exported to our own archive so that the retention period stated in Section 4.1 can be met.

3.4. Exchange Account Identifier

3.4.1. The identifier of your account on the Exchange Partner's platform (the Bitbase UID), which you submit in the Discord #verification channel. This identifier is used solely to link your exchange account to the Program for the purposes of Leaderboard scoring, Activity Rule verification, and access management.

3.5. Onboarding Preference Data

3.5.1. Your responses to the Discord onboarding questions, including topics of interest, notification preferences, self-declared experience level, and the aspect of trading you would most like help with. These responses are used solely within Discord to assign roles and channel access. They are not analysed, profiled, or used for any other purpose.

3.6. Trading Activity Data

3.6.1. 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.

3.6.2. 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.

3.7. Leaderboard Data

3.7.1. 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.

3.8. Community Interaction Data

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

3.9. Prize Winner Data

3.9.1. 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.

3.10. Support and Complaints Data

3.10.1. Data provided by you in connection with support tickets or complaints, including: name or Discord username, contact details, 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
Enrollment Data	Enrollment, account management, access management	Performance of contract — Art. 6(1)(b) GDPR	Duration of participation + 3 years
Consent Records	Proof of valid consent and acceptance, legal compliance	Legal obligation — Art. 6(1)(c) GDPR; Legitimate interest — Art. 6(1)(f)	Duration of participation + 3 years
Exchange Account Identifier	Linking the exchange account to the Program, Leaderboard scoring, Activity Rule verification	Performance of contract — Art. 6(1)(b) GDPR	Duration of participation + 3 years
Onboarding Preference Data	Assigning Discord roles and channel access	Performance of contract — Art. 6(1)(b) GDPR	Duration of participation
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, prize eligibility	Performance of contract — Art. 6(1)(b) GDPR	Duration of participation + 1 year
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. The following data is displayed publicly as an inherent element of the Program:

- (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. The legal basis for this processing is performance of contract (Art. 6(1)(b) GDPR). The Leaderboard is the competitive structure of the Program and the mechanism by which prize eligibility is determined; participation in the Program is not possible without it.

5.3. You may object to this processing at any time under Art. 21 GDPR by contacting us at support@thebirbnest.com. Because public ranking is an inherent element of the Program, a successful objection results in removal of your data from the Leaderboard, loss of prize eligibility, and, in practice, the end of your participation in the Program. Your membership of the Discord server is not affected.

5.4. We make reasonable efforts to remove publicly displayed data promptly upon receiving a valid objection. 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
Exchange Partner (Bitbase)	Referral Link tracking data, exchange account identifier, aggregated trading metrics	Affiliate partnership management, volume verification, KPI reporting
Discord (platform provider)	Discord username and user identifier, consent records, community interaction data	Program delivery, community management, Leaderboard display, moderation, storage of consent records
Whop (platform provider)	Discord account link, course progress	Access to the course library; automated granting of BirbicatorPRO access, which Whop delivers on TradingView under Whop's and TradingView's own terms
MEE6 (Discord bot provider)	Discord username and user identifier, consent records, role and access data	Automation of the onboarding flow, assignment of roles and channel access, writing of consent records
Public (Leaderboard)	Discord username, ranking, performance metrics	Competitive structure of the Program
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, Whop, and TradingView) 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 or the exchange account identifier), we take reasonable steps to ensure adequate safeguards are in place, including standard contractual clauses where applicable. Your registration on the Exchange Partner's platform and any data you share directly 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. AUTOMATED PROCESSING

9.1. Millionaire Speedrun Access may lapse automatically where no Qualifying Activity is recorded for 30 consecutive days, in accordance with Section 6 of the Terms. This assessment is based on activity data received from the Exchange Partner and on activity recorded within Discord and Whop.

9.2. This lapse is fully reversible by you: access can be restored at any time by completing Verification in the Discord #verification channel again. Your membership of the Discord server and your acceptance of the Terms are not affected.

9.3. If you wish to query a lapse of access, you may contact us through the Discord ticketing system or at support@thebirbnest.com and a member of our team will review it.

10. YOUR RIGHTS

10.1. 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, and to the public display described in Section 5, under 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.

10.2. 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.

10.3. 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.

11. DATA SECURITY

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

11.2. 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.

12. CHILDREN

12.1. The Program is not directed at persons under the age of 18 (or the applicable age of majority in their jurisdiction). Confirmation of age is given by the Participant upon acceptance of the Terms when entering the

Program. 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.

13. CHANGES TO THIS POLICY

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

13.2. This Policy, version v2026-09-10, is effective as of September 10, 2026 and applies to every Participant from the moment of acceptance in the Discord server.

13.3. Each version of this Policy carries a version identifier. Superseded versions remain available on request and in the legal archive on the Website.

14. LANGUAGE

14.1. The English language version of this Policy is binding. Any translation is provided for information purposes only; in case of discrepancy, the English version prevails.

15. CONTACT

15.1. 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

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