

Vena Customer Referral Program
OFFICIAL TERMS and CONDITIONS
November 13, 2025

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER.

OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES AND CANADA (WITH THE EXCEPTION OF QUEBEC) WHO ARE OVER THE AGE OF MAJORITY IN THEIR HOME PROVINCE OR STATE AS OF THE DATE OF SUBMISSION. BY ENTERING THIS PROGRAM, YOU REPRESENT THAT YOU SATISFY ALL OF THE ELIGIBILITY REQUIREMENTS IN SECTION 2 BELOW AND YOU ARE DEEMED TO HAVE READ AND TO AGREE TO BE BOUND UNCONDITIONALLY BY THESE OFFICIAL TERMS AND CONDITIONS. VOID WHERE PROHIBITED BY LAW.

The Vena Customer Referral Program (the “Program”) is sponsored by Vena Solutions Inc., 2 Fraser Avenue, Suite 200, Toronto, Ontario M6K 1Y6, Canada (the “Sponsor”). Any violation of these Terms and Conditions may, at Sponsor’s sole discretion, result in disqualification. All decisions of the Sponsor regarding the Program are final and binding in all respects.

Section 1. REFERRAL PERIOD.

Program begins at 11:00 am Eastern Time on November 13, 2025, and ends at 9:00 pm Eastern Time on January 31, 2026, when all referrals must be submitted (the “**Referral Period**”). An individual must maintain their status as a current Vena customer with licensed user access throughout the Referral Period to be eligible as an Entrant.

By submitting a referral, each Entrant grants Sponsor permission to:

- (a) contact the Entrant in relation to this Program and other products, services, or events;
- (b) share Entrant’s information with Sponsor’s third-party representatives for Program administration and reward fulfillment; and
- (c) publish Entrant’s first name, last initial, and the fact that they earned a Reward.

Section 2. ELIGIBILITY.

An ‘Entrant’ means any individual who: (i) is a current customer of Sponsor with an active Vena subscription and is a licensed user access during the Referral Period; and (ii) submits a referral in accordance with Section 3. The Program is open to residents of the United States and Canada (specifically excluding Quebec) except:

- (a) Any individual below the age of 18 at the date of entry;
- (b) Partners, officers, directors, members, employees, or immediate family members of Sponsor or any party associated with Program administration;
- (c) Any individual who tampers with or attempts to abuse the referral process (e.g., submitting fraudulent referrals, using aliases, manipulating identity).

Sponsor may request proof of identity and/or eligibility from any Entrant at any time. Failure to provide timely proof or submission of false or misleading information may result in disqualification. Void outside the fifty (50) United States, the District of Columbia, and Canada, and where prohibited by law.

Section 3. HOW TO ENTER.

A ‘Submission’ means a referral submitted by an Entrant via the method designated by Sponsor during the Referral Period. Sponsor may require the Entrant to request or use a unique referral code or other identifier when submitting referrals.

A referral is only considered valid after Sponsor reviews and approves the submission. Sponsor may reject referrals that are incomplete, inaccurate, duplicative, non-genuine, or not made in accordance with these Terms. Approvals may take up to four (4) business days.

Entrants may not use automated systems, bots, or any illicit means to submit referrals. Any such attempt may result in disqualification.

Section 4. REFERRAL REWARD.

Reward Description

Eligible Entrants will receive **one (1) complimentary general-admission ticket to Excelerate Finance Fest 2026** (the “Reward”) for each Qualified Referral.

The Reward includes event access, hotel accommodations, and meals as detailed in the event ticket documentation. No transportation or additional expenses are included unless expressly stated.

Qualified Referral

A “Qualified Referral” is a referral lead submitted by the Entrant that:

- (a) is **not already in Sponsor’s pipeline at the time of submission. For purposes of this Program**, a lead is considered to be in Sponsor’s pipeline if, within the preceding twelve (12) months: (i) the organization has been contacted by Sponsor’s sales team; (ii) the organization has requested a demo, trial, or pricing information; (iii) the organization has an open or closed opportunity in Sponsor’s CRM system; (iv) the organization has been referred by another party; or (v) the organization has attended a Sponsor event or webinar and provided contact information;
- (b) is approved by Sponsor as a new and valid lead at the time of submission; and
- (c) results in the referred organization entering into a binding customer contract with Sponsor **on or before January 31, 2026.**

Sponsor will make all determinations regarding whether a referral is already in its pipeline, and such determinations will be final and binding. Duplicate referrals, self-referrals, and referrals of current customers are not eligible.

Reward Conditions

- The Reward **has no cash value** and may not be sold or exchanged. The Reward is non-transferable except that an Entrant may designate one (1) alternate attendee from their employing organization to attend the event in their place, subject to Sponsor's advance written approval and the alternate attendee's agreement to be bound by all event terms and conditions. Such transfer must be requested in writing at least thirty (30) days prior to the event.
- No substitutions will be provided except if the original Reward becomes unavailable, in which case Sponsor may substitute an item of equal or greater value.
- All taxes associated with receipt or use of the Reward are the sole responsibility of the Entrant. Entrants are responsible for reporting the fair market value of the Reward as income in accordance with applicable tax laws. Sponsor may issue tax reporting forms (including IRS Form 1099-MISC for U.S. residents or CRA Form T4A for Canadian residents) if the value of the Reward meets or exceeds applicable reporting thresholds. Entrants may be required to provide tax identification information (such as a Social Security Number or Social Insurance Number) to receive the Reward.

Delivery

Rewards will be delivered via email or another method selected by Sponsor. Sponsor is not responsible for failed delivery due to incorrect Entrant information, third-party service issues, or factors outside its reasonable control.

Section 5. RELEASE.

Before receiving a Reward, Entrants may be required to sign a declaration and release form (the "Release"), confirming that the Entrant:

- (a) has complied with these Terms;
- (b) accepts the Reward as offered;
- (c) releases Sponsor and its affiliates from any liability arising from participation or use of the Reward;
- (d) indemnifies Sponsor from any losses resulting from Entrant's participation; and
- (e) consents to Sponsor's use of Entrant's name, likeness, and statements in Program-related publicity without additional compensation, where permitted by law.

Failure to return the Release by the deadline specified by Sponsor may result in forfeiture of the Reward.

Section 6. DATA USAGE.

By submitting a referral, each Entrant grants Sponsor permission to:

- (a) contact the Entrant in relation to this Program and other products, services, or events;
- (b) share Entrant's information with Sponsor's third-party representatives for Program administration and reward fulfillment; and
- (c) publish Entrant's first name, last initial, and the fact that they earned a Reward.

Sponsor will not use Entrants' personal data for marketing purposes beyond Program administration without obtaining separate, explicit opt-in consent. Entrants may opt in to receive marketing communications about Vena products, services, and events by checking the appropriate box on the referral submission form.

All other collection, use, disclosure, and retention of personal data is governed by Sponsor's Privacy Policy, available at <https://venasolutions.com/privacy-policy/>, and applicable privacy laws.

Section 7. DISCLAIMERS.

Sponsor is not responsible for, and is not liable for, any:

- (a) incomplete, lost, late, or misdirected referrals;
- (b) technical failures of any kind, including internet, system, or hardware malfunctions;
- (c) unauthorized human intervention;
- (d) errors in Program administration;
- (e) injury, loss, or damage arising from participation or use of the Reward;
- (f) harm to Entrant's or others' computers related to Program participation;
- (g) Entrant's failure to comply with these Terms; or
- (h) actions of third parties associated with Program administration.

The above limitations apply even if Sponsor has been advised of possible damages.

Section 8. GOVERNING LAW.

By participating in this Program, you agree to be bound by these Official Terms and Conditions. All decisions of the Sponsor with respect to any aspect of the Program and these Official Terms and Conditions, including, without limitation, the eligibility of entries and the winners are final and binding on all entrants. The laws of the Province of Ontario, excluding its provisions on conflict of laws, shall govern this Program. All disputes arising out of or connected with this Program will be resolved individually, and without resort to class action, exclusively by a court located in Toronto, Ontario Canada with respect to any matter arising hereunder or related hereto. These Official Terms and Conditions state all of the terms and conditions governing the Program.

Section 9. CHANGES AND CANCELLATIONS.

Sponsor reserves the right, without prior notice, to cancel, terminate, modify, or suspend the Program if circumstances beyond its control affect Program integrity or administration (including technical issues, fraud, or system failures).

Sponsor may amend these Terms without prior notice if necessary to preserve Program fairness or legality.

In disputes regarding the identity of an Entrant, the authorized email account holder at the time of submission will be deemed the Entrant.

Section 10. FORCE MAJEURE.

Sponsor is not liable for failure to perform due to causes beyond its reasonable control, including weather events, natural disasters, war, civil unrest, strikes, technological failures, or any other force majeure circumstances.

Section 11. SEVERABILITY.

If any provision is deemed invalid or unenforceable, that provision will be removed, and the remainder of these Terms will continue in full force. Sponsor may amend these Terms as necessary to reflect the intent of the invalidated provision.

Section 12. U.S. STATE-SPECIFIC REQUIREMENTS.

For residents of Florida: To receive a list of winners, send a self-addressed stamped envelope to the Sponsor's address listed above within sixty (60) days of the Program end date.

For residents of New York: This Program has been structured as a referral incentive program requiring skill and judgment in the selection of potential customers. No purchase is necessary to participate beyond being an existing customer eligible to submit referrals.

For residents of Rhode Island: Winners may be required to provide their Social Security Number for tax reporting purposes as a condition of receiving the Reward.

To the extent any state law imposes additional requirements for promotional programs, contests, or sweepstakes, Sponsor will comply with such requirements or, at its sole discretion, may exclude residents of such states from eligibility.