

# **FXTM CRYPTO GIVEAWAY**

## **Terms and Conditions**

**April-May 2024**

## 1. INTRODUCTION

- 1.1. FXTM is running the “The Great Crypto Giveaway” (hereinafter referred to as the “Giveaway” or “Raffle”) and invites all new and existing clients of FXTM to participate, including clients assigned under IB & Affiliates. By participating in this Raffle, you agree to be bound by these Terms and Conditions (hereinafter referred to as the “Terms”) as set out below. Residents of the European Union and the United Kingdom are expressly excluded from this promotion.

## 2. INTERPRETATION OF TERMS

- 2.1. In this Promotion:

“**Account**” shall mean a Contestant’s live trading account held with FXTM into which the Contestant trades within the Raffle Period.

“**Benefit**” shall mean the raffle prize which the Contestants who participate in the Promotion are eligible to receive.

“**Contestant**” shall mean any eligible client of FXTM, whose account has been enabled and/or approved for trading.

“**Raffle Period**” shall mean the period that starts on the 17<sup>th</sup> of April 2024 (00.01) to the 18<sup>th</sup> of May 2024 (23:59) inclusive.

“**Lucky Draw**” shall mean the draw that takes place on 22<sup>nd</sup> May 2024.

“**Raffle Ticket**” shall mean the number of times (or entries) a qualified Contestant has been entered into the Lucky Draw;

“**Operative Agreements**” shall mean the agreements entered by the client and FXTM that govern all trading activity of the client with FXTM. Operative Agreements consist of the client agreement, policies, and terms of business, as these may be found in the Legal section of the website of FXTM and as these may be amended from time to time.

- 2.2. Any words whose meaning is not defined herein shall have the meaning provided in the Operative Agreements.
- 2.3. Times mentioned herein shall mean EET/EEST as applicable.

## 3. ELIGIBILITY CRITERIA

- 3.1. To participate in this Raffle, a Contestant must meet the following requirements:
  - a) The Contestant is a new or existing client of FXTM eligible to trade in accordance with, and has agreed to, the Operative Agreements; and

- b) The Contestant has read and agrees to be bound by these Terms during the Raffle Period. By participating in this Raffle, the Contestant is deemed to have consented to the Terms.

#### 4. TRADING TERMS

- 4.1. The Raffle is applicable to all accounts, including those of Invest Strategy Managers.

#### 5. SPECIFIC PROMOTION TERMS

- 5.1. A Contestant becomes eligible to participate in the Lucky Draw by earning a Raffle Ticket. A Contestant earns a Raffle Ticket by depositing at least USD 200.00 in their trading account during the Raffle Period. A Contestant may only earn one Raffle Ticket.
- 5.2. Different prizes are available depending on the volume of trading undertaken during the Raffle Period by the Contestant:

<b><u>Prize Draw</u></b>	<b><u>Prize</u></b>	<b><u>Notional Volume Requirements</u></b>
1 <sup>st</sup> Prize	1 BTC	Crypto: USD 35,000,000 AND FX/Metals/CFDs: USD 700,000,000.00
2 <sup>nd</sup> Prize	5 ETH	Crypto: USD 15,000,000 AND FX/Metals/CFDs: USD 350,000,000.00
3 <sup>rd</sup> Prize	2 ETH	Crypto: USD 3,500,000 AND FX/Metals/CFDs: USD 150,000,000.00
Open Prize	1 ETH	No requirements

- 5.3. On 22<sup>nd</sup> May 2024, Raffle Tickets will be entered into a series of draws. A Raffle Ticket will be drawn from the pool of Contestants that qualified for the 1<sup>st</sup> Prize Draw, then for the 2<sup>nd</sup> Prize Draw, then for the 3<sup>rd</sup> Prize Draw, then for the Open Prize. The Contestant linked to the Raffle Ticket selected will be selected to receive the Benefit. The selected Raffle Ticket will be removed from circulation once it has been drawn, therefore a Contestant can only win one prize.

Each Contestant who fulfills the requirements set out in these Terms will qualify to be selected to receive the Benefit. The Benefit shall be credited to the Contestant's nominated crypto wallet within ten (10) business days.

- 5.4. During the Raffle Period, the Contestant can participate in any other applicable and unexpired promotions announced by FXTM.
- 5.5. This promo is open to all FXTM clients, except those registered to FXTM UK (Exinity UK Limited). Clients registered to FXTM Kenya (Exinity Capital East Africa Ltd) are eligible for the Open Prize only.

#### 6. MISCELLANEOUS

- 6.1. FXTM has the right to disqualify any Contestant if FXTM detects, or in its sole determination, suspects or has reasonable grounds to believe that any of the following occurs, has or may have occurred, or is occurring:
- a) a breach of these Terms and/or any term of the Operative Agreement;
  - b) FXTM has reasonable grounds to believe a misuse of the Raffle;
  - c) The Contestant acts in bad faith and/or abusively and/or fraudulently and/or in a manner that is not in the spirit of the Raffle;
  - d) The same IP address is used by two or more Contestants or uses anonymous HTTP/socks proxy- servers for trading in the Raffle;
  - e) The Contestant uses a dynamic IP address, in which the IP address changes instantly during the time the contestant is connected to the internet.

Disqualified Contestants will lose their right to claim the Benefit.

- 6.2. The Contestant acknowledges and consents to the recording of the Contestant's statements and insights (the "Interview") on the Raffle and grants to FXTM the right to copy, reproduce, and use all or a portion of the Interview, the Contestant's name and images, for the creation of advertising materials (including, without limitation, articles, videos and other creative content) to publish on social media for all purposes throughout the world and in perpetuity. The Contestant waives the right to inspect or approve any such use hereunder.
- 6.3. In the event of any dispute or misinterpretation of the above applicable Terms, such dispute or misinterpretation shall be resolved by FXTM, acting in good faith and as it shall, in its sole and absolute discretion, deem fit and proper. FXTM's decision shall be final and binding. Claims will no longer be accepted after a period of five (5) working days from the moment the relevant Raffle Round and/or Raffle ends.
- 6.4. In the event FXTM is unable to provide the Benefit within the specified period due to unforeseen circumstances, FXTM will notify the Contestant and provide their Benefit at the earliest possible convenience.
- 6.5. FXTM reserves the right, as it in their sole discretion deems fit, to alter, amend, suspend, cancel, or terminate this Raffle, or any aspect of the Raffle at any time, subject to giving you prior notice. Under no circumstances shall FXTM be liable for any consequences of any alteration, amendment, suspension, cancelation, or termination of the Raffle.
- 6.6. Any indication or suspicion of fraud, manipulation, cash-back or bonus or swap arbitrage, or other forms of deceitful or fraudulent activity in a Contestant's account or multiple account with FXTM or otherwise related or connected to the Benefit will nullify all transactions executed and/or profits or losses garnered therein.
- 6.7. The Contestant confirms that he/she is older than 18 years old and acknowledges

the Risk Acknowledgment and Disclosure available on the Website.