

# Switch to FXTM with \$30 Gratitude

# TERMS AND CONDITIONS:

#### Introduction

FXTM<sup>1</sup> is running the "Switch to FXTM with \$30 Gratitude" (hereinafter referred to as the "**Promotion**") and invites all the Clients of FXTM to participate. By participating in this Promotion, you agree to be bound by the Terms and Conditions herein (hereinafter referred to as the "**Terms**") as these are set out below.

## 1. Interpretation of Terms

- 1.1 In this Promotion:
  - "Account" shall mean a Client's trading account with FXTM into which the Client deposits within the Promotion Period a Minimum Deposit;
  - "Active Period" shall mean a 30 (thirty) consecutive calendar days' period which starts to run from the day of the first Minimum Deposit made by the Client during the Promotion Period in the Account;
  - "Trading Benefit" shall mean the trading benefit which the Client who participates in the Promotion will be eligible to receive \$30 on credit or equivalent amount based on the Client's trading account currency subject to the Terms:
  - "Minimum Deposit" shall mean an amount which is equal to or in excess of \$150 or equivalent, required as a deposit in the Client's FXTM trading Account in order to activate the promotion. All accounts shall be enabled and/or approved for trading provided they comply with the eligibility criteria of clause 2.1. Minimum deposit has to be made during 30 calendar days from the moment of acceptance of the Terms and Conditions. If the minimum deposit is not submitted within 30 calendar days, then the promotion will be closed for the client.
  - "Operative Agreements" shall mean the agreements entered into 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 Account Opening Agreements section of the websites of FXTM and as these may be amended from time to time;
  - "Promotion Period" shall mean from the 31.03.2017 (00:01) to the 30.06.2018 (24:00) (inclusive).
- **1.2** Any words whose meaning is not defined herein shall have the meaning provided in the Operative Agreements.
- 1.3 Times mentioned herein shall mean EET/EEST as applicable.

## 2. Eligibility Criteria

- **2.1** To participate in this Promotion, you must meet the following requirements:
- a) You are an approved Client of FXTM, eligible to trade in accordance to, and have agreed to, the Operative Agreements;
- b) Run a live trading account with FXTM as per the applicable minimum deposit and/or other requirements of FXTM2;
- c) Accept the Terms of this Promotion;
- d) Make a Minimum Deposit in the Account during the Promotion Period, following b) and c) above;
- e) Do not participate in any other promotion of FXTM
- f) Be registered with FXTM no more than 30 calendar days

### 3. Specific Promotion Terms

- **3.1** The Promotion is applicable to all CFDs (excluding CFDs on shares), Forex, precious metals and commodity futures only.
- **3.2** The Promotion is applicable to MT4 Standard, Cent, MT4 ECN (excluding PAMM Program), MT5 ECN and ECN Zero accounts only.
- 3.3 The Trading Benefit is 30 USD and is fully tradable.
- **3.4** It is understood that the Trading Benefit is to be provided in the form of Credit in the Account and will be available for trading purposes only.
- 3.5 The Trading Benefit shall be transferred to the Account once and within 24 hours following the Minimum Deposit in the Account.
- 3.6 The Client may withdraw any available funds from the Trading Benefit only upon completion of a trading activity

<sup>&</sup>lt;sup>1</sup> FXTM shall refer to F T Global Ltd operating under the FXTM brand (available at www.forextime.com)

<sup>&</sup>lt;sup>2</sup> Available in FXTM's website (available at www.forextime.com)

which is equal to the Minimum Number of Lots =1

- 3.7 All the trading activity must be completed in the Account within the Active Period.
- **3.8** Only positions that are opened for more than 5 minutes will be eligible for this Promotion.
- **3.9** It is hereto declared that:
  - Irrespective of the number of trading accounts that a Client may run with FXTM, the Promotion is applicable for the Account only, as above.
  - Transfers between accounts are not considered as deposits for the purposes of this Promotion.
- 3.10 FXTM shall automatically adjust all the negative Balance with the available Trading Benefit.
- 3.11. Clients introduced to FXTM by Introducing Partners of FXTM Partners, cannot participate in this Promotion.

#### 4. Miscellaneous

- **4.1** In the event that any dispute and/or misrepresentation is made in relation to the above applicable Terms, such dispute and/or misrepresentation shall be resolved by FXTM, acting in good faith and as it shall, in its sole and absolute discretion, be deemed fit and proper. FXTM's decision shall be final and binding.
- **4.2** FXTM has the right at any time and its absolute discretion to disqualify any Client who participates in the Promotion and/or withdraw with immediate notice the Trading Benefit and/or any profit gained if:
  - a) A breach of these Terms and/or any term of the Operative Agreements occurs;
  - b) FXTM has reasonable grounds to believe there is a valid misuse of this Promotion;
  - c) The Client acts in bad faith and/or abusively and/or fraudulently and/or in a manner that is not in line with this Promotion and applicable Terms;
  - d) Client attempts to make any withdrawal of (or transfer to any other account) any funds (irrespective of the amount) from the trading account in which the Trading Benefit was granted and credited to, prior to the expiration of the Lots Calculation Period.
- **4.3** FXTM shall not be held liable for any margin call or losses that the client may suffer, including but not limited to losses due to Stop-out Level, if the Trading Benefit is withdrawn for any reason pursuant to the Terms and Conditions set out herein.
- **4.4** FXTM has the right to alter these Terms at its absolute discretion and to suspend and/or terminate the Promotion if its continuation is rendered impossible due to extraordinary circumstances beyond the control of FXTM (natural disasters, political conflicts etc).
- **4.5** Notwithstanding the translated language of this document, the English wording shall be the binding version in the event of any discrepancy between the two languages.

## Example 1:

Mr. FXTM Client registered on the 13<sup>th</sup> of April 2017 and deposited \$150 USD on the 14th of April 2017, having accepted the Terms. Consequently, Mr. FXTM Client is eligible to receive a \$30 USD or equivalent amount (depending on the currency) as a Trading Benefit. Mr. FXTM Client has the right to trade with the \$30 Trading Benefit for the following 30 (thirty) consecutive calendar days. If Mr. FXTM Client trades 1 lot within 30 days from the deposit day, he will be able to withdraw all available funds and/or continue trading, if the Client does not trade 1 lot within 30 days from the deposit day, then the trading benefit will be removed from his account by the company.

#### Example 2:

Mr. FXTM Client registered on the 13<sup>th</sup> of April 2017 and deposited \$150 USD on the 20th of May 2017. Mr. FXTM will not be able to accept the Terms and participate in the promotion as 30 days from his registration have passed.