

The FXTM Mountain Expedition Live trading contest

Terms and Conditions

Introduction

FXTM¹ is organizing a Live Trading Competition, The FXTM Mountain Expedition (the "Competition") and invites all Clients of FXTM to register. By registering to become a contestant (the "Contestant") and participating in the Competition, you agree to be bound by the Terms and Conditions ("the Terms") set out below.

1. Interpretation of Terms

- 1.1 In this Competition:
 - "Account" means a live trading account designated by the Client in MyFXTM for the purposes of this Competition;
 - "Competition Period" shall be from the 17th of October, 2016 (00:01), to the 4th of November, 2016 (inclusive);
 - "Minimum Deposit" shall mean a deposit in the Account of an amount equal to or in excess of \$100 or equivalent;
 - "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 may be amended from time to time.
 - "Prizes" shall mean the prizes as defined in Table 2 below.
 - "Profit Calculation Formula" shall mean the profit calculation formula provided in para 3.7 below.
 - "Registration Period" shall be the 26th of September 2016, to the end of the Competition Period.
 - "Websites" refer(s) to www.forextime.com/eu and www.forextime.com
- 1.2 Any words whose meaning is not defined herein shall have their meaning provided in the Operative Agreements.

2. Eligibility Criteria

- 2.1 To participate and become a Contestant in the Competition, you must meet the following requirements:
 - a) You are a Client of FXTM, eligible to trade in accordance to, and have agreed to, the Operative Agreements;
 - b) You run an Account with FXTM as per the applicable minimum deposit and/or other requirements of FXTM;
 - c) You have registered for participation in the Competition and agreed to these Terms during the Registration Period.
 - d) You have deposited a "Minimum Deposit" within the Registration Period.

3. Specific Competition Terms

- 3.1 The Competition is applicable to all CFDs (excluding CFDs on shares), Forex, precious metals and commodity futures only.
- 3.2 The Competition is applicable to the following accounts only: MT4 Standard, Cent, MT4 ECN (excluding PAMM Program), ECN Zero, Strategy Account and FXTM Pro.
- 3.3 Each Contestant is allowed to participate in the Competition with only one Account entry.
- 3.4 Withdrawal requests shall be processed normally during the Competition Period, subject to the Contestant meeting standard requirements set out in the Operative Agreements.
- 3.5 Transfer(s) of funds between accounts are not considered as Minimum Deposit(s) for the purposes of this Competition.
- 3.6 Upon commencement of the Competition Period, the Contestants can trade as they wish. When determining the winners of the Competition, these trades will be considered as per the Profit Calculation Formula set out in para. 3.7 below.

"Profit Calculation Formula"

3.7 Subject to para 4 (1)(c) below, the winners of the Competition will be the Contestants who, in accordance to the Profit Calculation Formula, have the highest ratio of profits in percentage terms at 23:59:59 on the last day of the Competition Period, out of the total pool of Contestants.

The Profit Calculation Formula is:

Profit (%) = [(Profit (+ Bonus(es)) / (Starting Equity + Deposits)] * 100 + ("Facebook + 50 Bonus")

- 3.8 For the purposes of the Profit Calculation Formula:
 - "Bonus" shall mean a fictitious correction on Profit, based on the applicable Level(s); the aforementioned correction shall be for the purposes of this Competition only and shall not in any event affect the actual Profit entitlement as evidenced in the Trading Platform. The Bonus shall be visible in "MyFXTM".
 - "Deposit(s)" shall, subject to para 3.13 below, mean all deposits made in the Account during the Competition Period following acceptance of the Terms and the Minimum Deposit required to enter this Competition.
 - "Level(s)" shall mean the Level(s) as per Table 1 below. The Level(s) are based on Contestant's Profit % within the Competition Period as determined by the Profit Calculation Formula.

¹ FXTM shall refer to all brokers operating under the FXTM brand (available at www.forextime.com/eu and www.forextime.com/eu



- "Profit" shall mean the actual profit on the Contestant's Account, if any.
- "Profit%" shall mean the percentage of profit, if any, following the Profit Review in relation to the Contestant's Account. The Profit % as it gets updated from time to time, shall be visible in "MyFXTM".
- "Profit Review" shall mean the review and calculation performed by FXTM during the Competition Period in order to determine the Contestant's Profit% as per the Profit Calculation Formula. The Profit Review shall be performed, every 15-minutes, automatically.
- "Starting Equity" shall, subject to para 3.13 below, mean the Equity (Balance + Floating Profit Floating Loss) in the Contestant's Account as is:
 - <u>at 00:01 on the 17th of October 2016</u>, if the Contestant has met 2.1 a) to d) above, before the start of the Competition Period;
 - at 00:01 on the next day following the day conditions 2.1 a) to d) are met by the Contestant, if the Contestant has met the said conditions, following the start of the Competition Period.
- "Facebook +50 Bonus": The Contestant who, during the Registration Period, shares the Competition banner available in "MyFXTM" and makes it public on his/her Facebook, alongside the hashtag #FXTMmountain and the Contestant's nickname as used in the Competition, shall be entitled to an extra 50 (units) on Profit% in accordance to the Profit Calculation Formula.

It is hereto understood that the **Facebook +50 Bonus** is a once-off, irrespective of the times the Contestant shares the abovementioned Competition banner during the Registration Period.

Table 1/Bonus as per Level(s)

	Level 1	Level 2	Level 3	Level 4	Level 5
Profit %	300%	700%	1500%	5000%	15000%
Bonus	The most profitable Closed Position at the moment the Contestant reaches Level 1, if any, is calculated twice on Profit Calculation.	The most negative Closed Position at the moment the Contestant reaches Level 2, if any, is removed on Profit Calculation.	Negative swaps on any Closed Positions, at the moment the Contestant reaches Level 3, are removed from Profit Calculation.	The most profitable Closed Position at the moment the Contestant reaches Level 4, if any, is calculated triple on Profit Calculation.	The most negative Closed Positions - up to a maximum of three (3)-, at the moment the Contestant reaches Level 5, if any, are removed from Profit Calculation.

It is hereto declared that:

- (i) Any Bonus(es) or Facebook +50 Bonus as mentioned above, already applied as per an earlier Profit Review, shall always be taken into account to determine any new Level reached following a subsequent Profit Review, and any further Bonus the Contestant may be entitled to as per Table 1.
- (ii) The Contestant is entitled to a Bonus once he/she reaches the applicable Level. The Bonus, if any, shall materialize following the Profit Review.
- (iii) The Contestant is entitled to a Bonus only once per Level and irrespective of the number of times the Contestant reaches that particular Level during the Competition Period.
- 3.9 Subject to para 3.13 below, Closed positions, for the purposes of calculating Profit and Bonus, will be all the positions that are closed during the Competition Period.
- 3.10 In calculating Profit, all open positions in the Contestant's Account, as of 23:59:59 on the 4th of November 2016, shall be considered at the last quoted price on the relevant FXTM Trading Platform.
 - Short Positions will be calculated using the Ask Price and Long positions will be calculated using the Bid Price.
- 3.11 FXTM will maintain during the Competition Period a daily leader board recording the Contestant's indicative Profit% standing.

"Option to Reset"

- 3.12 The Contestant shall, at any time during the Competition Period, have the right to reset his/her current Profit% standing ("Option to Reset"). It is understood that following the exercise of the Option to Reset:
 - a) Subject to (b) below, the Profit% shall be considered for the purposes of this Competition as 0%;
 - b) All the earlier Bonus(es) accrued shall be negated automatically except from the Facebook +50 Bonus, if any.
 - c) The Contestant may, during the Competition Period, re-enter the Competition afresh provided that he/she re-deposits in the Account a new Minimum Deposit;
 - d) The Terms of this Competition continue to apply.
- 3.13 In the event the Contestant re-enters the Competition, following an Option to Reset:
 - (a) For the purposes of the Profit Calculation Formula,
 - **Deposit(s)** shall mean deposits made in the Account during the Competition Period following a new Minimum Deposit, after using option to reset, as per 3.12(c) above.
 - "Starting Equity" shall mean the Equity in the Contestant's Account, following a new Minimum Deposit,

after using option to reset, as per 3.12 (c) above.

(b) For the purposes of calculating Profit and Bonus(es), only Closed Positions that are closed following the a new Minimum Deposit as per 3.12 (c) above, shall be taken into account.

Example:

On the 17th October 2016, Mr. FXTM Contestant enters the Competition in accordance to the Terms. Following the first Profit Review, Profit% for the Account is calculated at 20%. Mr. FXTM Contestant continues to trade and on the 24th of October his Profit% reaches 300% (Level 1); as such the Contestant becomes entitled to the applicable Bonus as per Table 1. On the Profit Review following the Bonus entitlement, the Contestant's Profit% is calculated at 400%. On the same day the Contestant shares the Competition Banner via his Facebook account as per the Terms and he thus becomes entitled to the Facebook +50 Bonus; his Profit% now becomes 450% (400% + 50%). On the 26th of October, the Contestant's Profit% becomes negative; Mr. FXTM Contestant decides to exercise the reset option and re-enter the Competition. The Contestant makes a new Minimum Deposit in the Account and re-enters the Competition with a starting Profit% at 50% due to his earlier Facebook +50 Bonus. Mr. FXTM Contestant starts his trading activity afresh until the end of the Competition Period.

4. Competition Prizes

- 4.1 a) The Prizes that are available for distribution are set out in Table 2 below.
 - b) In the event that two or more Contestants have the same percentage (to the second decimal point), then the Contestant with the smallest drawdown will be higher in the rank. Whereas there are still two or more Contestants with the same result, and those Contestants are both entitled to a Prize, then the prize will be shared equally between these Contestants.
 - c) Within 30 days after the end of the Competition, the eligible winners will be notified by e-mail to the email address they have specified during registration accordingly (hereinafter "the notice"). Prizes shall be awarded only to Clients with the status "Approved", meeting standard requirements as per the Operative Agreements. In case an eligible winner fails to provide such documents as deemed necessary by FXTM within a 5 Business-Days' notice, the Prize shall be awarded to the next Contestant in the ranking. The final list of the winners will be announced on the Websites.
 - d) The monetary Prizes set out in Table 2 shall be credited to the winners' Accounts as Credit and shall be available for trading purposes only. Upon completion of the minimum lots, calculated in accordance to the following formula, the funds available shall be transferred to the Balance of winners' Accounts and shall be available for withdrawal also.

Minimum Number of Lots = Prize /100

- e) Only positions left open for a minimum of five minutes shall be calculated within the Minimum Number of lots.
- f) The Prizes are non-transferable, non-exchangeable or non-convertible, unless otherwise specifically stated herein, and can be withdrawn by the Contestant only upon successful completion of the Minimum Number of Lots.

Table 2/ Prizes

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Rank of winners	Prize	
1st	\$50,000	
2nd	\$20,000	
3rd	\$10,000	
4th	\$7,000	
5th	\$5,000	
6th	\$3,000	
7th	\$2,000	
8th	\$1,500	
9th	\$1,000	
10th	\$500	
Total Prize Pool	\$100,000	

Example 2:

FXTM announces that you are the 1st winner of the Competition. You receive \$50000 as Credit on your Account, which you can trade for as long as you wish. As soon as you complete the minimum number of lots, which are in this case 500 (calculated as follows: 50.000 divided by 100 = 500), available Credit given as a prize in the Competition shall be transferred to the Balance of the same trading account and you will be able to withdraw funds or continue to trade.



5. Miscellaneous

- 5.1 FXTM has the right to disqualify any Contestant if:
 - a. a breach of these Terms and/or any term of the Operative Agreement occurs;
 - b. FXTM has reasonable grounds to believe a misuse of the Competition;
 - 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 Competition.
- 5.2 Each Contestant hereby expressly consents that FXTM:
 - a) may publically announce their name and details of their participation in the Competition on the Websites or any other publication (electronic or not);
 - b) use a photo of the Contestant in any appropriate manner and publication that FXTM decides to use, without any recourse or compensation, and that the Contestant surrenders and waives all copyright and intellectual property rights to the use of such photo in relation to the Competition or FXTM's promotional activity;
 - c) may conduct an interview with the Contestant and use said interview in any publication as they wish in relation to the Competition or FXTM's promotional activity.
- 5.3 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.
- 5.4 FXTM reserve the right, as it is in their sole discretion deems fit, to alter, amend, suspend, cancel or terminate this Competition, or any aspect of the Competition 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 Competition.
- 5.5 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.