



FXTM

IT'S FOREX TIME

THE BIG WAVE LIVE TRADING COMPETITION

TERMS AND CONDITIONS



INTRODUCTION

FXTM¹ is organizing “The Big Wave Live Trading Competition” (hereinafter the “Competition”) and invites all new and existing Clients of FXTM including those under IB to register and/or participate in Competition. By participating in this Competition, a contestant (the “Contestant” or “Client”) agrees to be bound by the Terms and Conditions herein (hereinafter referred to as the “Terms”) as these are set out below together with FXTM’s standard Client Agreement and Operative Agreements as well as to all other Business terms and conditions.

1. INTERPRETATION OF TERMS

1.1. In this Competition:

“**Account**” shall mean a Client’s trading account with FXTM which the Client deposited with Minimum Deposit after accepting the current Terms;

“**Competition Period**” shall be from 21st of April 2019 (00:01) till 10th of May 2019 (24:00) (inclusive). FXTM reserves the right to extend the period of Promotion at its own discretion;

“**Client**” shall mean a person who has completed the “Complete your Profile” Form via the Website and/or the “Corporate Trading Account Application Form” or any other designated by FXTM method, has read and accepted the Operative Agreements and relevant identity checks have been completed to FXTM’s satisfaction.

“**Existing Clients**” shall mean a person who became Clients before the Registration Period.

“**New Client**” shall mean a person who became a Client during the Registration Period.

“**Minimum Deposit**” shall mean a deposit in the Account of an amount equal to or in excess of:

For Existing Clients: \$100 or its equivalent and;

For New Clients:

ECN Zero MT4/MT5: \$200 or its equivalent;

ECN MT4/MT5: \$500 or its 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 Operative Agreements section of the Website of FXTM and as may be amended from time to time.

“**Prizes**” shall mean the prizes as defined in Table 1 below on Clause 5.1g).

“**Profit Calculation Formula**” shall mean the profit calculation formula provided in Clause 4.5 below.

¹ FXTM shall refer to Exinity Ltd operating under the FXTM brand (available at www.forextime.com) and regulated by the Financial Services Commission, Mauritius.



“**Registration Period**” shall be from 08th of April 2019 (00:01) till 10th of May 2019 (24:00) (inclusive).

“**Standard Lot**” shall mean a standardized quantity of the instrument that Client is trading. In forex, one Standard Lot is 100,000 units of a particular currency.

“**Website**” refer(s) to www.forextime.com.

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

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 a Live trading 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 Competition Period.

3. TRADING TERMS

- 3.1. The Competition is applicable to all CFDs (excluding CFDs on shares), Forex and precious metals only.
- 3.2. The Competition is applicable to the following accounts only: ECN MT4 Account, ECN MT5 Account, ECN Zero MT4 Account and ECN Zero MT5 Account.

4. SPECIFIC COMPETITION TERMS

- 4.1. Each Contestant is allowed to participate in the Competition with only one Account entry.
- 4.2. Withdrawal requests shall be processed normally during the Competition Period, subject to the Contestant meeting standard requirements set out in the Operative Agreements.
- 4.3. Transfer(s) of funds between accounts are not considered as minimum deposit(s) for the purposes of this Competition.
- 4.4. Upon commencement of the Competition Period, the Contestants can trade normally. When determining the winners of the Competition, these trades made within the Competition period will be considered as per the Profit Calculation Formula set out in Clause 4.5 below.



“Profit Calculation Formula”

4.5. Subject to Clause 5.1 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 server time on the last day of the relevant Competition Period, out of the total pool of Contestants. In a Profit Calculation Formula will be included only traded Standard Lots. The Profit Calculation Formula is:

$$\text{Profit (\%)} = [\text{Profit} / (\text{Starting Equity} + \text{Deposits})]$$

4.6. For the purposes of the Profit Calculation Formula:

- **“Deposit(s)”** shall, subject to para 4.10 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.
- **“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 mean the Equity (Balance + Floating Profit – Floating Loss) in the Contestant’s Account as is:
 - at 00:01 on the 21st of April 2019, if the Contestant has met eligibility criteria of clause 2.1 from a) to d) above, before the start of the Competition Period;
 - at the moment of Profit Review if the Contestant has met eligibility criteria of clause 2.1 a) to d), following the start of the Competition Period;
 - if Equity on Contestant Account is less than \$100 or equivalent, then in Calculation Formula Starting equity will be equal to \$100 or equivalent;
 - if Balance of the Contestant Account is less than \$0 or equivalent, then in calculation Formula Balance will be equal to \$0 or Equivalent.

4.7. In calculating Profit, all open positions in the Contestant’s Account, as of 23:59:59 server time on the 10th of May 2019 shall be considered at the last quoted price on the relevant FXTM Trading Platform. Calculation shall be finalized within 12 hours from the closing of the last completion day.

Short Positions will be calculated using the Ask Price and Long positions will be calculated using the Bid Price.

Only the following positions are considered:



- positions that are opened before the Competition period and closed during Competition period;
- positions that are opened before the Competition period and are still open at 23:59:59 server time on the 10th of May 2019;
- positions that are opened during the Competition period and closed during Competition period;
- positions that are opened during the Competition period and are still open at 23:59:59 server time on the 10th of May 2019.

4.8. FXTM will maintain during the Competition Period a daily leader board recording the Contestant's indicative Profit% standing on website.

“Option to Reset”

4.9. 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) 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;
- c) The Terms of this Competition continue to apply.

4.10. 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 4.9b) above. “Starting Equity” shall mean the Equity in the Contestant's Account, following a new Minimum Deposit. If Equity on Contestant Account is less than \$100 or equivalent, then in Profit Calculation Formula Starting equity will be equal to \$100 or equivalent.
- b) For the purposes of calculating Profit, only Closed Positions that are closed following the new Minimum Deposit as per 4.9b) above, shall be taken into account.

Example 1:

On the 26th of April 2019 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 1st of May 2019 his Profit% reaches 300%.

On the 04th of May 2019, 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 reenters the Competition with a starting Profit% at 0%. Mr. FXTM Contestant starts his trading activity afresh until the end of the Competition Period.



5. COMPETITION PRIZES

5.1. Prizes:

- a) The Prizes that are available for distribution are set out in Table 1 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 10 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”).
- d) Prizes shall be awarded only to Clients with the status “Approved”, meeting standard requirements as per the Operative Agreements.
- e) 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 cancelled.
- f) The final list of the winners will be announced on the Website.
- g) The Prizes will be added by FXTM to the Contestants USD wallet in MyFXTM and are eligible for withdrawal upon the completion of the Competition.
- h) The Prizes are non-transferable, non-exchangeable or non-convertible, unless otherwise specifically stated herein and non-withdrawable.

Table 1/ Prizes

Rank of winners	Prize
1st	MacBook Pro
2nd	MacBook Air
3rd	iPhone X
4th	iPad Pro
5th	iPad Mini / Apple Watch

- 5.2. Winners will be announced at the TOUCHDOWN IN CAPE TOWN event on 18th of May 2019. Please follow the [link](#) for the event details.
- 5.3. Prizes indicated in Table 1 above will be awarded to Winners at the TOUCHDOWN IN CAPE TOWN or could be delivered via post or received by Winners in one of the FXTM Offices by prior notice.



Example 2:

FXTM announces that you are the 1st winner of the Competition. You are eligible to receive MacBook Pro that will be awarded on the FXTM event in Cape Town or delivered via post or received by Winners in one of the FXTM Offices by prior notice.

6. MISCELLANEOUS

6.1. 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.

6.2. Each Contestant hereby expressly consents that FXTM:

- a) may publicly 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.

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.

6.4. 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.

6.5. Any indication or suspicion of fraud, manipulation, cash-back or bonus or swap arbitrage, or other forms of deceitful or fraudulent activity in a client's account or multiple account with FXTM or otherwise related or connected to the Bonus will nullify any and all transactions executed and/or profits or losses garnered therein.

6.6. 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.