

# **TRADING RAFFLE 2022**

# **Terms and Conditions**

July - September 2022



## 1. INTRODUCTION

1.1. FXTM<sup>1</sup> is running the "Trading Raffle" (hereinafter referred to as the "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 the Terms and Conditions (hereinafter referred to as the "Terms") as set out below.

#### 2. INTERPRETATION OF TERMS

2.1. In this Promotion:

> "Account" shall mean a Contestant's live trading account with FXTM into which the Contestant trades within the Raffle Period:

> "Active Period" shall mean 60 (sixty) consecutive calendar days which starts to run from the day the client has received the Benefit;

> "Benefit" shall mean the trading credit benefit equivalent to USD 1.500 after every Raffle Round or USD 2,500 after the final Raffle Round 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 subject to clause 2 of this Terms;

> "Raffle Period" shall mean the period that starts on the 22<sup>nd</sup> July 2022 (00.01) to the 01<sup>st</sup> September 2022 (23:59) inclusive;

> "Raffle Round" shall mean the weekly random draws held during the Raffle Period and include:

- a) 1<sup>st</sup> Raffle Round between July 22 July 28,
- b) 2<sup>nd</sup> Raffle Round between July 29 August 04,
- c) 3<sup>rd</sup> Raffle Round between August 05 August 11,
- d) 4<sup>th</sup> Raffle Round between August 12 August 18,
- e) 5<sup>th</sup> Raffle Round between August 19 August 25, and
- f) 6<sup>th</sup> and final Raffle Round between August 26 September 01.

"Lucky Draw" shall mean the Draw based on every Raffle Round held by FXTM to select 10 lucky raffle winners of the Benefit during the Raffle Period:

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

"Minimum Lot Size" shall mean 1 micro lot for the Micro account and 0.01 standard lots for the Standard, Advantage or Advantage Plus accounts;

<sup>&</sup>lt;sup>1</sup> FXTM shall refer to Exinity Ltd. operating under the FXTM brand (available at <u>www.forextime.com</u> ("Website").

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"Minimum Number of Lots for Benefit Withdrawal" shall mean the number of full Standard lots which is equal to one hundred (100), required to be traded within the Active Period;

"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 Account Opening Agreements 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, you must meet the following requirements:
  - a) You are a new or existing client of FXTM eligible to trade in accordance with, and have agreed to, the Operative Agreements;
  - b) You have agreed and accepted these Terms during the Raffle Period;
  - c) You have not made any withdrawal during the Raffle Round of participation; and
  - d) You have opened a position of 0.005 lots or above on your live trading Account for at least one (1) minute.
- 3.2. Any Contestant who agrees to this Terms outside the Raffle Period will not be eligible to participate in the Raffle.

#### 4. TRADING TERMS

4.1. The Raffle is applicable to all Account types.

#### 5. SPECIFIC PROMOTION TERMS

- 5.1. The Raffle is applicable for the trades of the Contestant, subject to the trades being made during the Raffle Period, in any one of the Contestant's trading Account(s) and subject to clause 3.1. (b) above.
- 5.2. If the Contestant does not fulfil the Minimum Number of Lots for Benefit Withdrawal during the Active Period, all Benefit will be removed from the Account of the Contestant after the end of the Active Period.

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- 5.3. Each Contestant who fulfills the requirements set out in this Terms will qualify to be selected for the Lucky Draw to receive the Benefit.
- 5.4. Once the Contestant becomes eligible under clause 3 above, each position of 0.005 standard lots traded for at least one minute will be considered a Raffle Ticket.
- 5.5. If a Contestant is among the 10 lucky winners after a Lucky Draw in a Raffle Round, the Benefit will be manually credited to the Contestant's selected Account within three (3) to five (5) business days after the last day of the Raffle Round. Each winner can only receive the Benefit once per Raffle Round.
- 5.6. If a Contestant has multiple Raffle Tickets from more than one live Trading Account and is selected as a lucky winner after one of the Raffle Rounds, the Trading Account that will be credited with the Benefit will be the one with most of the Raffle Tickets associated with it and/or the one with the most trading activity.
- 5.7. All qualified Contestants who are not among the 10 lucky winners in a Raffle Round do not keep their Raffle Tickets gualified for the next Raffle Round's Lucky Draw. The Raffle Ticket number resets to zero after every Raffle Round.
- 5.8. The Benefit is available for trading and withdrawal (upon completion of Minimum Number of Lots for Benefit Withdrawal) provided each.
- 5.9. During the Raffle Period, the Contestant can participate in any other applicable and unexpired promotions announced by FXTM.

#### 6. MISCELLENEOUS

- 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 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) While the Contestant is using an expert advisor on their Account, defraud or manipulate or conducted any other form of deceitful or fraudulent trading activity in the Raffle or has acted in bad faith or in a manner that is not in the spirit of the Raffle;
  - f) The Contestant uses a dynamic IP address, in which the IP address changes instantly during the time the contestant is connected to the internet.

Disgualified Contestants will lose their right to claim the Benefit.

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- 6.2. 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.
- 6.3. In the event FXTM is unable to credit the Benefit within the specified period due to unforeseen circumstances, FXTM will notify the Contestant and credit their Trading Account at the earliest possible convenience.
- 6.4. FXTM reserves the right, as it is 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.
- 6.5. Any indication or suspicion of fraud, manipulation, cash-back or bonus or swap arbitrage, or other forms of deceitful or fraudulent activity in a 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.
- 6.6. The Contestant confirms that he/she is older than 18 years old and acknowledges the Risk Acknowledgment and Disclosure available on the Website.
- 6.7. Notwithstanding any translated language of this Terms, the English wording shall be the binding version in the event of any discrepancy between the two languages.

#### Example 1:

Client accepted Terms on August 01 and activated a new live trading account. He opens 6 positions of at least the Minimum Lot Size and keeps each position open for at least 1 minute by August 04. Client has 6 Raffle Tickets in the 2<sup>nd</sup> Raffle Round. On August 05, he does not get drawn for the Benefit. This Client's Raffle Tickets count resets to zero.

Client continues to trade and during 3<sup>rd</sup> Raffle Round has opened 10 new positions, only keeping 5 of those 10 positions opened for at least 1 minute and trading less than the Minimum Lot Size on another 2 positions. Client has a combined total of 3 Raffle Tickets (3 eligible ones from third round) by August 11.

On August 12, Client is drawn as one of the ten lucky winners from  $3^{rd}$  Raffle Round and gets Benefit of USD 1500 credited to his account within 3 – 5 business days and his Active Period to trade the Minimum Lot Size for Benefit Withdrawal is 60 Days from the day he receives the Benefit. Client can continue to participate in the Draw for future Raffle Rounds.

#### Example 2:

Client accepted Terms on August 13 and starts trading on his already existing Trading Account. He opens 4 positions of at least the Minimum Lot Size and keeps each position opened for at least 1 minute by August 18. Client has 4 Entries in the 4<sup>th</sup> Raffle Round. On August 19, he does not get drawn for the Benefit. This Client's Raffle Tickets count resets to zero.

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Client continues to trade and during 6th Raffle Round he opens 17 new positions of at least the Minimum Lot Size and keeps all those positions opened for at least 1 minute by September 01. Client has a combined total of 17 Raffle Tickets after the final Raffle Round.

On September 02, Client is drawn as one of the ten lucky winners from 6<sup>th</sup> Raffle Round and gets Benefit of USD 2500 credited to his account within 3 - 5 business days. Client's Active Period to trade the Minimum Lot Size for Benefit Withdrawal is 60 Days from the day he received the Benefit.