



**FXTM**

IT'S FOREX TIME

# FXTM LOYALTY CASHBACK PROMOTION

# TERMS AND CONDITIONS:

1. The FXTM Loyalty Cashback Promotion (the "Promotion") is applicable to Clients of FXTM<sup>1</sup> who are approved and who during the Promotion Period (starting on the 25<sup>th</sup> October 2016 and ending on the 31<sup>st</sup> December 2016):
  - a) Run an account (meaning, not a "demo" account) with FXTM as per the applicable minimum deposit and/or other requirements of FXTM<sup>2</sup>, and subject to the present Terms and Conditions ("the Terms");
  - b) Accept the Terms; and
  - c) Make deposit(s) following (b) above;
  - d) Do not participate in any other promotion of FXTM.
2. In this Promotion:
 

"Account" means a trading account designated by the Client in MyFXTM for the purposes of this Promotion.

"Active period" means a 30 (thirty) consecutive calendar days' period which starts to run from the day of the first deposit made by the Client during the Promotion Period in the Account. It shall run afresh from the day of any subsequent deposit during the Promotion Period.

"Net Deposit(s)" means the difference between deposit(s) and withdrawal(s) made by the Client, following the acceptance of these Terms, in any account(s) the Client maintains with the broker<sup>3</sup> (including trading accounts and wallets as appeared in MyFXTM) within the Promotion Period. For the purposes of the present, whereas the difference is negative, the balance of Net Deposit(s) shall be considered as zero.
3. The Promotion is applicable to all CFDs (excluding CFDs on shares), Forex, precious metals and commodity futures only.
4. The Promotion is applicable to the following accounts only: MT4 Standard, Cent, MT4 ECN (excluding PAMM Program), ECN Zero and the Strategy Account.
5. The Client accepted for Promotion will be eligible to receive a rebate (hereinafter "the Rebate") in accordance with the Terms. The Rebate is calculated on the volume traded by the Client in the Account within the Active period.
6. The Rebate which the Client is eligible to receive is subject to Maximum Payouts as per the applicable Level(s) below ("the Levels"). The Rebate is to be provided in the form of cash-back to the Account and will be available for withdrawal or it can be used for trading purposes.
7. Whereas the balance of Net Deposit(s) may change due to subsequent deposits and/or withdrawals, the Client shall be upgraded or downgraded to the applicable Level(s). Hence, the total amount of the Rebate(s) already credited to the Account by virtue of this Promotion, shall always be taken into account to determine whether the Maximum Payout of the new upgraded/downgraded Level(s) has been reached and if there is any remaining amount the Client may receive as Rebate subject to these Terms.
8. The Levels below are based on Net Deposit(s) within the Promotion Period.  
It is understood that:
  - a) Transfers of funds between accounts are not considered as deposits for the purposes of Net Deposit(s) calculation;
  - b) Deposits made outside the Promotion Period shall not be taken into consideration.
9. The Maximum Payout of any upgraded Level is inclusive of each Maximum Payout of all its below Levels. Hence, the Maximum Payout and/or total entitlement for this Promotion cannot exceed \$20,000.

	Level 1	Level 2	Level 3	Level 4	Level 5
<b>Net Deposit(s)</b>	Up to \$ 5000	Above \$5000 to \$20000	Above \$ 20000 to \$50000	Above \$ 50000 to \$100000	Above \$ 100000
<b>Rebate (cash-back) per full completed lot ***</b>	\$2 **	\$3**	\$4**	\$5**	\$5**
<b>Frequency of the Rebate transfer(s) to Client's Account</b>	Monday(s) following the Lots Calculation Period				
<b>Maximum Payout</b>	\$1000 <sup>4</sup>	\$ 3000	\$ 6000	\$ 10000	\$ 20000
<b>Upgrade/Downgrade</b>	Automatically	Automatically	Automatically	Automatically	Manually

10. The Maximum Payout shall be displayed in a virtual wallet visible to Client through My FXTM after the relevant deposit with FXTM has been processed.
11. Subject to the volume traded by the Client in the Account, the Client shall receive the Rebate of \$2/\$3/\$4/\$5\*\* per full completed lot\*\*\* within the Lots Calculation Period (Monday 00.01 to Friday 24.00) \* depending on the applicable Level at the time of the closing of the position(s).
12. All trading activity must be completed within 30 (thirty) calendar days from the day of the latest deposit made within the Promotion Period. Any withdrawals made outside the Promotion Period will affect the Levels and the calculation of Rebates accordingly.
13. The Rebate calculated in the applicable Lots Calculation Period shall be credited to the Account at the end

<sup>1</sup> FXTM shall refer to all brokers operating under the FXTM brand (available at [www.forextime.com/eu](http://www.forextime.com/eu) and [www.forextime.com](http://www.forextime.com)).

<sup>2</sup> Available in FXTM's websites (available at [www.forextime.com/eu](http://www.forextime.com/eu) and [www.forextime.com](http://www.forextime.com)).

<sup>3</sup> Broker means the FXTM broker under which the Client is participating in this Promotion.

<sup>4</sup> If the Net Deposit(s) falls within \$500- \$5000 the Maximum Payout shall be \$1000. For deposit(s) below \$500, the Maximum Payout shall be 200% on the deposit(s).

\* Times mentioned herein shall refer to EEST/EET (as applicable).

\*\*Where the Account is in any currency other than USD the Rebate shall be converted to the Account's currency.

\*\*\*The Rebate for mini lot(s) (0.1) and micro lot(s) (0.01) completed shall be calculated accordingly (e.g. \$0.20 per mini lot for Level 1). Standard (full completed) lot size on Cent server is 0.01 Lots or 1000 units.

of the Lots Calculation Period, the following Monday by 10:00\*.

14. The Client's withdrawal requests shall be processed normally during the Promotion Period subject to the Operative Agreements<sup>5</sup>.
15. For the purposes of the present Terms:
  - "Level 1" applies where the Net Deposit(s) is up to \$5000. The Client who falls within Level 1 shall receive to the Account the Rebate of \$2 per full completed lot\*\*\*; if the Net Deposit(s) falls within \$500-\$5000 the Maximum Payout shall be \$1000; if the deposit(s) falls below \$500 the Maximum Payout shall be 200% on deposit(s).
  - "Level 2" applies where the Net Deposit(s) is above \$5000 to \$ 20000. The Client who falls within Level 2 shall receive to the Account the Rebate of \$3 per full completed lot\*\*\*; Maximum Payout being \$3000.
  - "Level 3" applies where Net Deposit(s) is above \$20000 to \$ 50000. The Client who falls within Level 3 shall receive to the Account the Rebate of \$4 per full completed lot\*\*\*; Maximum Payout being \$6000.
  - "Level 4" applies where the Net Deposit(s) is above \$50000 to \$100000. The Clients who falls within Level 4 shall receive to the Account the Rebate of \$5 per full completed lot\*\*\*; Maximum Payout being \$10000.
  - "Level 5" applies where net deposit(s) is above \$ 100000 and above. The Client who falls within Level 5 shall receive to the Account the Rebate of \$5 per full completed lot\*\*\*; Maximum Payout being \$20000.
16. Only positions that were opened and closed during the Promotion Period, provided that they were open for more than 5 minutes, will be eligible for this Promotion.
17. Clients of Introducing Partners (Introducers) of FXTM Partners<sup>6</sup> may participate in this Promotion, however FXTM has the right to deduct 50% of the Rebate payable to such Clients from any payment due to the Introducers as per their agreement with Pinnacle Services Ltd (FXTM Partners).
18. 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.
19. FXTM has the right to disqualify any Client who participates in the Promotion if:
  - a) A breach of these Terms and/or of any term of the Operative Agreements occurs;
  - b) The Client has more than one entry in the Promotion;
  - c) FXTM has reasonable grounds to believe a misuse of the Promotion;
  - d) The Client acts in bad faith and/or abusively and/or fraudulently and/or in a manner that is not in the spirit of the Promotion.
20. FXTM has the right to alter the Terms at its discretion. FXTM may suspend or terminate the Promotion if a situation arises where the conditions are unfair for more participants. FXTM has the right to suspend or terminate the Promotion if its continuation is rendered impossible due to extraordinary circumstances beyond the control of FXTM (natural disasters, political conflicts etc).
21. By participating in the Promotion, the Client acknowledges that he has read and agreed to be bound by these Terms together with the Operative Agreements as well as to all other Business terms and conditions.
22. 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.

#### Examples:

- A. Mr. FXTM Client deposited \$300 USD on the 1st November 2016, having accepted the Terms and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 1. Consequently, Mr. FXTM Client, is eligible to receive up to a Maximum Payout of \$600 USD, calculated as the 200% of his deposit of \$300 USD. This Maximum Payout shall be visible in a virtual wallet. Mr. FXTM Client traded in the Account XYZ 60 lots during the first Calculation Period, and will thus receive \$120 USD in the Account XYZ the following Monday (calculated as follows: \$2 USD multiplied by 60 Lots traded), which he can withdraw or use to trade. Mr. FXTM Client shall continue to receive \$2 USD for every Lot traded in the Account XYZ during the 30 (thirty) days following the 1st November 2016 (deposit day). In any event, if no further deposits are made, the total payout the Client may receive cannot exceed the maximum of \$600.
- B. Mr. FXTM Client deposited \$50.000 USD on the 1st November 2016, having accepted the Terms and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 3. Consequently, Mr. FXTM Client is eligible to receive up to a Maximum Payout of \$6000 USD. This Maximum Payout of \$6000 USD shall be visible in a virtual wallet. Mr. FXTM Client on 23rd of November has closed some of his opened positions pursuant to the Terms; his traded Lots for the purposes of this Promotion were calculated to 1250. Mr. FXTM Client has received in the Account XYZ, the following Monday, the total amount of \$5000 USD (calculated as follows: \$4 USD multiplied by 1250 Lots traded), which he can either withdraw or use to trade. Mr. FXTM Client, who still has some opened positions decides to withdraw \$45.000 and he therefore now downgrades automatically to Level 1. Mr. FXTM Client on the 25th November closes the rest of his positions; his traded Lots in Account XYZ were calculated to 50. However, Mr. FXTM is not entitled to any further Rebate as he has already exceeded the Maximum Payout of Level 1.
- C. Mr. FXTM Client deposited \$50.000 USD on the 1st November 2016, having accepted the Terms and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 3. Consequently, Mr. FXTM Client is eligible to receive a Maximum Payout of \$6000 USD. This Maximum Payout shall be visible in a virtual wallet. Mr. FXTM Client on 23rd of November has closed some of his opened positions pursuant to the Terms; his traded Lots in the Account XYZ for the purposes of this Promotion were calculated to 5. Mr. FXTM Client has received in his Account XYZ, the following Monday, the total amount of \$20 USD (calculated as follows: \$4 USD multiplied by 5 Lots traded), which he can either withdraw or use to trade. Mr. FXTM Client, who still has some opened positions,

<sup>5</sup> Available at [www.forextime.com/eu](http://www.forextime.com/eu) and [www.forextime.com](http://www.forextime.com)

<sup>6</sup> <https://www.fxtmpartners.com/>

\*\*\*The Rebate for mini lot(s) (0.1) and micro lot(s) (0.01) completed shall be calculated accordingly (e.g. \$0.20 per mini lot for Level 1). Standard (full completed) lot size on Cent server is 0.01 Lots or 1000 units.

decides to withdraw \$45,000 and he therefore now downgrades automatically to Level 1. Mr. FXTM Client on the 25th November closes the rest of his positions; his traded lots in the Account XYZ were calculated to 50. However, Mr. FXTM is entitled to receive in the Account XYZ, a Rebate of \$100 USD the following Monday (calculated as follows: \$2 USD multiplied by 50 Lots traded), which he can withdraw or use to trade. Mr. FXTM Client shall continue to receive \$2 USD for every Lot traded in the Account XYZ during the rest of 30 (thirty) days following the 1st November 2016 (deposit day). On the 27th November 2016, Mr. FXTM Client deposits \$100,000 USD and he thus now falls within Level 5 (upgraded manually). Consequently, Mr. FXTM Client is eligible to receive up to a further Rebate of \$19,880 USD (calculated as follows: \$20,000 USD (Maximum Payout) - \$20 USD (Rebate at Level 3) - \$100 USD (Rebate at Level 1)). Mr. FXTM Client traded in the Account XYZ, 200 Lots during the next days of the Calculation Period, and will thus receive \$1,000 USD in the Account XYZ the following Monday (calculated as follows: \$5 USD multiplied by 200 Lots traded), which he can either withdraw or use to trade. Mr. FXTM Client shall continue to receive \$5 USD for every lot traded in the Account XYZ during the rest of the 30 (thirty) days following 27th November 2016 (latest deposit day), up to a maximum of \$18,880 USD (calculated as follows: \$20,000 USD (Maximum Payout) - \$20 USD (Rebate at Level 3) - \$100 USD (Rebate at Level 1) - \$1,000 USD (Rebate at Level 5)). In any event, the total payout the Client may receive cannot exceed the maximum of \$20,000.