



FXTM Partners: The Captains Contest

Terms and Conditions



INTRODUCTION:

FXTM Partners¹ in cooperation with FXTM² is organizing "**FXTM Partners: The Captains Contest**" (hereinafter referred to as "**Contest**") and invites Introducing Partners resided explicitly in Eligible Countries (hereinafter referred to as "**Partners or Contestants**") to participate. By registering to become a Contestant and participating in the Contest, you agree to be bound by the Terms and Conditions (hereinafter referred to as "**Terms**") as set out below:

1. INTERPRETATION OF TERMS

"Approved Partner" shall mean a Partner that meets all standard requirements in Standard Introducing Partnership Agreement which was accepted by the FXTM during the registration in the Contest and has provided all relevant personal documentation (KYC) and information required.

"Clients Deposit" shall mean the total deposits of all Introducing Clients of the Partners made within the Contest Period, excluding any withdrawals from the Clients in order to win the Prize.

"Contest Period" shall mean the period from 20th of May 2019 (12.00 am, GTM +2) to the 31st of August 2019 (11.59 pm, GTM +2) (inclusive). FXTM reserves the right to extend the period at its own discretion.

"Eligible Countries" shall mean ANGOLA, BENIN, BOTSWANA, BURKINA FASO, BURUNDI, CAMEROON, CAPE VERDE, CENTRAL AFRICAN REPUBLIC, CHAD, COMOROS, CONGO, COTE DIVOIRE, EQUATORIAL GUINEA, ERITREA, ETHIOPIA, GABON, GAMBIA, GHANA, GUINEA, GUINEA-BISSAU, GUYANA, KENYA, LESOTHO, LIBERIA, MADAGASCAR, MALAWI, MALI, MOZAMBIQUE, NAMIBIA, NIGER, NIGERIA, REUNION, RWANDA, SAO TOME AND PRINCIPE, SENEGAL, SIERRA LEONE, SOMALIA, SWAZILAND, THE DEMOCRATIC REPUBLIC OF THE CONGO, TOGO, UGANDA, WESTERN SAHARA, ZAMBIA, ZIMBABWE.

"Introducing Client" shall mean any approved Client under FXTM introduced to FXTM by the Partner.

"Minimum amount of New Qualified Traders" shall be not less than 40 New Qualified Traders.

"New Qualified Trader" shall mean a new and/or existing Introducing Client, that made first deposit during the Contest period of amount which is equal or more than 50 USD or equivalent and started trading (the Client opened and closed minimum 1 (One) position).

"Registration period" shall mean the period from 01st of May 2019 (12.00 am, GTM +2) to the 31st of August 2019 (11.59 pm, GTM +2) (inclusive) in which Contestant should accept Terms and Conditions of the Contest.

"Volume Traded" shall mean number of trades of the Introducing Clients of the Introducing Broker. Volume Traded of the Introducing Broker should not consist more than 70% from 1 (One) Introducing Client.

¹ FXTM Partners is the trade name of Pinnacle Services Ltd.

² FXTM shall mean Exinity Ltd operating under the FXTM brand (available at www.forextime.com) which is regulated by Financial Services Commission, Mauritius.



2. ELIGIBILITY CRITERIA

- 2.1. To participate and become a Contestant in this Contest, you must meet the following requirements:
 - a) You are a Partner and have agreed to Standard Introducing Partnership Agreement and Appendices.
 - b) You have registered for participation in the Contest and agreed to these Terms during the Contest Period. Partners `s performance is calculated starting from the date of their registration for the Contest.
- 2.2. To become a winner a Contestant in this Contest must meet the following requirements:
 - a) You are an **Approved Partner** and have agreed to Standard Introducing Partnership Agreement and Appendices;
 - b) You have met the requirements of Clients Deposit and Minimum amount of New Qualified Traders or Volume Traded.

3. TRADING TERMS

- 3.1. The Contest is applicable to all available instruments and trading accounts.
- 3.2. Only positions that are opened for more than 5 minutes will be eligible for this Contest.

4. SPECIFIC CONTEST TERMS

- 4.1. The Contest commences on 12:01 am, GTM +2 on the 20th of May 2019 and will run for the complete Contest Period.
- 4.2. FXTM Partners will maintain a daily leader board for each type of prize to keep you updated about your current place in the rankings and ensure the transparency of the Contest.
- 4.3. The prizes that are available for distribution are set out in the Table of Prizes in the Appendix A attached hereto.
- 4.4. The winners will be notified within 30 days after the end of the Contest through phone call and via email, which they have specified during registration.
- 4.5. If the Winners do not collect their prizes and/or do not communicate with FXTM Partners within 30 days from the day they are notified, then the Prizes will be cancelled.
- 4.6. The Winners will be selected from the Contestants who has the highest total Client Gross Deposits of all their Clients and the highest number of New Qualified Traders by the end of the Contest Period will win the Prizes according to the Table of Prizes in Appendix A.
- 4.7. The Prizes cannot be replaced with actual money and in case the Partner refuses to accept any specific Prize, FXTM Partners will cancel the Prize.
- 4.8. In the event that two or more Partners have equal number of New Qualified Traders, FXTM Partners will give the Prize to the Partner who has the higher Client Gross deposit.
- 4.9. In the event that two or more Partners have the same amount of Total Client Gross Deposit, FXTM Partners will give the prize to the Partner who has the highest number of New Qualified Traders.



- 4.10.** In the event that two or more Partners have the same amount of Client Gross Deposit and New Qualified Traders, FXTM Partners will give the Prize to the Partner who has the higher volume traded.
- 4.11.** One Partner can win only one Prize, from only one of the Prize Categories. In case if one Partner is eligible to get 2 or 3 Prizes, this Partner can get only one Prize which have the highest value, the second and third Prizes which cost less will go the second and third Partners in the ranking.

5. MISCELLANEOUS

- 5.1.** Prizes shall be awarded only to Approved Partners. In the case where a Winner, fails to provide such documents as deemed necessary by FXTM Partners within 20 (Twenty) Business days, the Prize shall be cancelled.
- 5.2.** The Prizes are non-transferable, non-exchangeable or non-convertible, unless otherwise specifically provided herein.
- 5.3.** The Contest is applicable only to the trading accounts offered by FXTM.
- 5.4.** FXTM Partners have the right to disqualify any contestant if:
 - a) Breach of these Terms and/or any of FXTM Partner's Business Terms occurs;
 - b) The Contestant provided incorrect or fraudulent details during the registration for the Contest;
 - c) The Contestant has more than one Partner Profile;
 - d) Any indication or suspicion of fraud, manipulation, cash-back or bonus or swap arbitrage, or other forms of deceitful or fraudulent activity in a Partner's Client account with FXTM.
- 5.5.** FXTM Partners reserve the right, in their sole discretion as deem fit, to alter, amend, suspend, cancel or terminate the Contest, or any aspect of the Contest at any time, subject to giving you prior notice. In this case, you will have the option to withdraw from the Contest. Under no circumstances shall FXTM Partners be liable for any consequences of any alteration, amendment, suspension, cancelation or termination of the Contest.
- 5.6.** FXTM Partners reserve the right, in their sole discretion, to deny, withhold or withdraw from a contestant any award received and if necessary, to suspend or cancel any terms and conditions with respect to that contestant, either temporarily or permanently, or terminate a contestant's participation or access to the Contest if a contestant acts in bad faith or in a manner that is not in the spirit of the Contest.
- 5.7.** In the event of any dispute or misinterpretation of the above applicable Terms, such dispute or misinterpretation shall be resolved in good faith and as FXTM Partners shall, in their sole and absolute discretion, deem fit and proper. The decision shall be final and binding.
- 5.8.** The Contestants confirm that they are older than 18 years old.
- 5.9.** Each Contestant hereby expressly consents that FXTM Partners and FXTM:
 - a) may publicly announce their name and details of their participation in the Contest on the Websites or any other publication (electronic or not), social media and media buyers;



- b) take photo and video of the Contestant and use them in any appropriate manner and publication that FXTM Partners 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 Contest 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 Contest or FXTM's promotional activity.

5.10. 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.

Appendix A

Table of Prizes

<u>Platinum category 1:</u>	
Rank up against other IBs with at least 5,000 USD Gross of Clients Deposit and 40 New Qualified Clients during the contest period.	
Prizes:	
1st Place	Kia/Hyundai or equivalent: FXTM branded
2nd Place	MacBook Air
3rd Place	iPad (2018)
4th and 5th Place	iPad Mini
6th to 30th Place	FXTM Hoodie & FXTM T-shirt
<u>Gold category 2:</u>	
Rank up against other IBs with the highest Volume Traded.	
Prize:	
1st Place: iPad 2018	