

# **FXTM Partners: Holi Festival Raffle Promotion**

**Terms and Conditions** 



#### 1. INTRODUCTION

FXTM Partners<sup>1</sup> in cooperation with FXTM<sup>2</sup> is organizing "FXTM Partners: Holi Festival Raffle Promotion" (hereinafter referred to as "Promotion") and invites new and existing Introducing Partners residing explicitly in Eligible Countries (hereinafter referred to as "Partners or Contestants") to participate. By registering to become a Contestant and participating in the Promotion, you agree to be bound by the Terms and Conditions (hereinafter referred to as "Terms") as set out below:

#### 2. INTERPRETATION OF TERMS

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

"Clients Net Deposits" shall mean the sum of deposit(s) less withdrawal(s) of all Introducing Clients of the Partner made within the Promotion Period.

"**Promotion Period**" shall mean the period from 1<sup>st</sup> of March 2022 (12.01 am, GMT +2) to the 29<sup>th</sup> of April 2022 (11.59 pm, GMT +2) (inclusive).

"Eligible Countries" shall mean Republic of India.

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

"Registration period" shall mean the period from 1st of March 2022 (12.00 am, GMT +2) to the 29th of April 2022 (11.59 pm, GMT +2) (inclusive) in which Contestant should accept Terms of the Promotion.

"Volume Traded" shall mean number of lots traded, excluding stock trading, by the Introducing Clients of the Introducing Broker. Volume Traded of the Introducing Broker should not consist more than 70% from 1 (one) Introducing Client.

## 3. ELIGIBILITY CRITERIA

- 3.1. To participate and become a Contestant in this Promotion, you must meet the following requirements:
  - a) You are a Partner and have agreed to the Introducing Partnership agreement and appendices; and

<sup>&</sup>lt;sup>1</sup> FXTM Partners is the trade name of Pinnacle Services Ltd.

<sup>&</sup>lt;sup>2</sup> FXTM shall mean Exinity Ltd operating under the FXTM brand (available at <a href="www.forextime.com">www.forextime.com</a>) which is regulated by Financial Services Commission, Mauritius.



- b) You have registered for participation in the Promotion and agreed to these Terms during the Promotion Period. Partners' performance is calculated starting from the first day of the Promotion Period.
- 3.2. To become a winner in this Promotion, the Contestant must meet the following requirements:
  - a) You are an Approved Partner and have agreed to the Introducing Partnership agreement and appendices;
  - b) You have met the requirements of Clients Net Deposits and Volume Traded for the respective applicable Prize Category.

### 4. TRADING TERMS

- 4.1. The Promotion is applicable to all available trading accounts (Micro, Advantage and Advantage Plus).
- 4.2. The Promotion is for all instruments excluding stock trading.
- 4.3. Only positions that are opened for more than 1 minute will be eligible for the Promotion.

#### 5. SPECIFIC PROMOTION TERMS

- 5.1. The Promotion commences at 12:01 am, GMT +2 on the 1<sup>st</sup> of March 2022 and will run for the complete Promotion Period.
- 5.2. FXTM Partners will maintain a preliminary daily results board for each type of Prize to keep you updated about your current progress and to ensure the transparency of the Promotion. The official winners/results will be drawn at random, confirmed and announced by FXTM Partners at the end of the Promotion.
- 5.3. The Prizes available for distribution to winners are set out in the Table of Prizes in Appendix A attached hereto.
- 5.4. To be eligible for the raffle entries/tickets and to win a Prize from any Prize Category, the contestant must meet the entry requirements for that respective Prize Category as stated in Appendix A.
- 5.5. Each Partner will earn 1 raffle entry/ticket for every \$5,000 USD of Clients Net Deposits in the respective Prize Category where the Entry Requirements have been met.
- 5.6. The raffle entries/tickets stated in the preliminary daily results board are preliminary until the end of the Promotion. The final raffle entries/tickets will be confirmed at the end of the Promotion when the entire Promotion period can be assessed against the Entry Requirements.
- 5.7. The winners will be notified within thirty (30) days after the end of the Promotion through phone call and email, which was specified during registration.



- 5.8. If a winner does not collect his/her Prize and/or does not communicate with FXTM Partners within thirty (30) days from the day s/he is notified, then the Prize will be cancelled.
- 5.9. The winners for each Prize Category will be selected by lucky draw (at random) from the raffle entries/tickets of the Contestants who have met the requirements by the end of the Promotion Period according to the Table of Prizes in Appendix A.
- 5.10. The Prizes cannot be replaced with actual money and if the Partner refuses to accept any specific Prize, FXTM Partners will cancel the Prize.
- 5.11. A Partner can only be eligible to participate in one Prize Category depending on the Entry Requirements of each Prize Category, and a Partner can only be eligible to win one Prize. The Partner will always be considered for the highest Prize Category achieved during the Promotion period.
- 5.12. The Criteria is measured per IB account; there is no possibility to combine IB accounts performance or consider Multi level IB networks.

#### 6. MISCELLANEOUS

- 6.1. 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 Twenty (20) calendar days, the Prize shall be cancelled.
- 6.2. The Prizes are non-transferable, non-exchangeable or non-convertible, unless otherwise specifically provided herein.
- 6.3. The Promotion is applicable only to the trading accounts offered by FXTM.
- 6.4. 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 Promotion:
  - c) The Contestant has more than one Partner Profile; or
  - 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.
- 6.5. FXTM Partners reserve the right, in their sole discretion as deem fit, to alter, amend, suspend, cancel or terminate the Promotion, or any aspect of the Promotion at any time, subject to giving you prior notice. In this case, you will have the option to withdraw from the Promotion. Under no circumstances shall FXTM Partners be liable for any consequences of any alteration, amendment, suspension, cancelation or termination of the Promotion.
- 6.6. 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 Promotion if a contestant acts in bad faith or in a manner that is not in the spirit of the Promotion.
- 6.7. 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.
- 6.8. The Contestants confirm that they are older than 18 years old.
- 6.9. Each Contestant hereby expressly consents that FXTM Partners and FXTM:
  - may publicly announce their name and details of their participation in the Promotion on the Websites or any other publication (electronic or not), social media and media buyers;
  - 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 Promotion 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 Promotion or FXTM's promotional activity.
- 6.10. 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

PRIZE CATEGORY	ENTRY REQUIREMENTS during the promotion period:		RAFFLE	NUMBER OF
	Clients Net Deposits	Volume Traded	PRIZES / PRIZE	WINNERS
Group 1	> 40,000 USD	> 150 lots	20g FXTM Gold Coin <b>OR</b> MacBook Air 13" 512 GB	5
Group 2	> 20,000 USD	> 80 lots	10g FXTM Gold Coin <b>OR</b> Samsung Galaxy S21 Ultra 5G <b>OR</b> Apple Watch 7 GPS CELL 45mm	5
Group 3	> 10,000 USD	> 30 lots	5g FXTM Gold Coin OR Apple Watch 7 GPS 41mm OR Samsung Galaxy Watch 4 Classic 46mm	5