

## “TRADE SECRETS” UGC CONTEST TERMS AND CONDITIONS

FXTM<sup>1</sup> is running the “Trade Secrets UGC Contest” (hereinafter referred to as the “**Contest**”) and invites all individuals aged over 18 years from the eligible countries, including all existing or new Clients of FXTM from the eligible countries to participate, except employees of FXTM and their close relatives. By participating in this Contest, you agree to be bound by these Terms and Conditions herein (hereinafter referred to as the “**Terms**”) as these are set out below.

### 1. INTERPRETATION OF TERMS

“**Contestant**” shall mean any individual who read & accepted these Terms and replied to weekly question(s), corresponding to eligibility criteria stated in a Clause 2 below.

“**Contest Period**” shall mean a period from the 1<sup>st</sup> of June 2020 (00:01) to the 29<sup>th</sup> of June 2020 (24:00) (inclusive);

“**Eligible Countries**” shall mean all countries, excluding Austria, Belgium, Bulgaria, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom and countries included in regional restriction countries on the FXTM’s website.

“**Prize**” shall mean an iPhone 11 Pro Max or equivalent in tradable credit (1400 USD) to be awarded to the 1<sup>st</sup> Place Winner, 2<sup>nd</sup> Place Winner shall receive 500 USD in tradable credit and 3<sup>rd</sup> Place Winner receiving 250 USD in tradable credit respectively.

“**Minimum Number of Lots**” shall mean a number of full Standard lots that Client needs to trade in order to withdraw the tradable credit;

“**Social Media**” shall mean social networking platform such as Facebook, Instagram and Twitter;

“**Winner**” shall mean any Contestant declared successful during a series of the Contest;

### 2. ELIGIBILITY CRITERIA

To participate in this Contest, you must meet the following requirements:

- a) You read & accept these Terms and Conditions of this Contest;
- b) You recorded your answer(s) to our question(s) using the video recording tool linked to the Contest's post on FXTM's verified social media channels.

### 3. THE WINNERS

The Winners shall be determined based on those who, **in FXTM’s sole discretion**, answer the weekly question(s) in the most interesting, creative and/or original manner during the Contest Period and/or by the Contest end date.

Winners will be notified by email within 7 (Seven) business days following the Contest end date.

In the event that the Winners fail to respond within two (2) calendar days of the message, FXTM retains the right to cancel the Prize or other Winners might be selected.

FXTM is not responsible for inaccurate Prize delivery details provided by any Winner.

---

<sup>1</sup> FXTM shall refer to Exinity Limited operating under the FXTM brand (available at [www.forextime.com](http://www.forextime.com)) which is regulated by the Financial Services Commission of the Republic of Mauritius with an Investment Dealer License number C113012295.

#### 4. THE PRIZE

The Prize will be awarded and the Winner will be notified by e-mail, which the Winner shall provide upon acceptance of the Contest Terms and/or by direct message on Social Media. Return of any Prize as undeliverable within 14 calendar days of notification may result in disqualification and selection of an alternate Winner. Winners are responsible for any and all federal, state, and local taxes which may be payable due to receipt of Prize.

FXTM will notify the Winner when and where the Prize can be collected and/or delivered. All costs of delivery will be covered by FXTM.

Only one Prize can be won per Contestant over the entire Contest Period.

To receive the tradable credit as a credit you need to be an existing or new Client of FXTM and your account has to be fully approved.

For the Prize to be provided in tradable credit, it shall be provided as a credit to the Client's FXTM Trading Account (Standard MT4/MT5, CENT, ECN MT4/MT5, ECN ZERO MT4/MT5 Accounts) within twenty-four (24) working hours, after the Winner has been notified and accepted these Terms and shall be available for trading purposes only.

The funds available shall be transferred to the Balance of the Clients trading account and shall be available for trading following completion of this Terms or withdrawal if the Client has traded the Minimum Number of Lots (calculated in accordance to the following formula):

$$\text{Minimum Number of Lots} = \text{Tradable credit amount} / 5$$

For the Prize to be provided in tradable credit, there shall be no time limitation in using it for trading purposes.

#### 5. GENERAL CONDITIONS

By entering the Contest, the Contestant authorizes and provides his/her consent herein to FXTM to use of his/her name, photograph, video, image, portrait, likeness, voice and/or city of residence without compensation, including, but not limited to using such content in marketing materials and promotions without notification, unless prohibited by law.

FXTM reserves the right at its sole discretion as deemed fit, to alter, amend, suspend, cancel or terminate the Contest, or any aspect of the Contest at any time. Under no circumstances shall FXTM be liable for any consequences of any alteration, amendment, suspension, cancelation or termination of this Contest.

The Contest and these Terms will be governed by Mauritius law and any disputes will be subject to the exclusive jurisdiction of the courts of Mauritius.

FXTM reserves the right, at its absolute discretion, to deny, withhold or withdraw from a Contestant any Prize and/or to terminate a Contestant's participation, or access to the Contest if a Contestant acts in bad faith, or in a manner that FXTM deems not to be in the spirit of the Contest. In the event of any dispute, in relation to this Contest, such dispute shall be resolved by FXTM acting in good faith and as, in its sole and absolute discretion, deems fit and proper.

FXTM's decision shall be final and binding. Notwithstanding the translated language of these Terms, the English wording shall be the binding version in the event of any discrepancy between the two languages. FXTM and their agents and assigns are not responsible for technical, internet, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, which may limit the ability to participate, or by any human error which may occur in the processing of the entries in this Contest. If for any reason (including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of FXTM, which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest), the Contest is not capable of being conducted as described in these Terms, FXTM shall have the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest.