

FXTM 2024 SECRET SANTA TERMS AND CONDITIONS DECEMBER 2024



INTRODUCTION

FXTM¹ is organizing "2024 Secret Santa" (hereinafter the "Promotion") and invites all new and existing Clients to register and/or participate in the Promotion.

By participating in this Promotion, a Client (hereinafter the "Client" or the "Client") agrees to be bound by the Terms and Conditions herein (hereinafter the "Terms") and the Operative Agreements.

1. INTERPRETATION OF TERMS

1.1. In this Promotion:

"New Client Promotion Period" shall be from the 2nd of December 2024 (00:01) till the 17th of January 2025 (24:00) (inclusive). Times mentioned herein shall mean EEST as applicable. FXTM reserves the right to extend the period of Promotion at its own discretion;

"Existing Client Promotion Period" shall be from the 2^{nd} of December 2024 (00:01) till the 17^{th} of January 2025 (24:00) (inclusive). Times mentioned herein shall mean EEST as applicable. FXTM reserves the right to extend the period of Promotion at its own discretion;

"Existing Client" shall mean a person who has opened FXTM trading account and made deposits.

"New Client" shall mean a person who has not open FXTM account or has opened FXTM account but has not made any deposits before 2nd of December 2024.

"7DD Deposit": the total deposit amount made by the eligible clients in the first 7 days since the first deposit date.

"Notional Trading Volume": Notional Trading Volume = Lot size x contract size x market price.

"Operative Agreements" shall mean the agreements entered into 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 Operative Agreements section of the Website of FXTM and as may be amended from time to time.

FXTM shall refer to Exinity Limited operating under the FXTM brand (available at www.forextime.com) and regulated by the Financial Services Commission, Mauritius.

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"Prizes" shall mean the prizes as defined in the Table 1 & 2 in the Clause 5.1 k) herein.

"Lottery Ticket Calculation Formula" shall mean the lottery ticket calculation formula as provided in the Clause 4.3. below.

"Promotion Period" shall be from the 2nd of December 2024 (00:01) till the 17th of January 2025 (24:00) (inclusive)

- **1.2.** Any words whose meaning is not defined herein shall have the meaning provided in the Operative Agreement.
- **1.3.** Times mentioned herein shall mean EEST as applicable.

ELIGIBILITY CRITERIA 2.

2.1. To participate and become a Client in the Promotion, you must meet the following requirements:

You are a new or existing Client of FXTM, eligible to trade in accordance with, and have agreed to, the Operative Agreements;

You run a Live trading account with FXTM as per the applicable account minimum deposit and/or other requirements of FXTM;

- You have registered for the participation in the Promotion and agreed to these Terms during the Registration Period.
- You run a Live trading account with FXTM as per the applicable account minimum deposit and/or other b) requirements of FXTM;
- You have registered for the participation in the Promotion and agreed to these Terms during the c) Registration Period;
- 2.2. All existing clients that wish to participate need to click "Register Now" button on his MyFXTM Portal, contest page, or in the official emails sent from no-reply@news.fxtmmail.com, forwarded email not included

TRADING TERMS 3.

3.1. The Promotion is applicable to all FXTM live trading account types

SPECIFIC PROMOTION TERMS

4.1. Withdrawal requests shall be processed normally during the Promotion Period, subject to the Client meeting standard requirements set out in the Operative Agreements.



- 4.2. Upon commencement of the Promotion Period, the Clients can trade normally. When determining the winners of the Promotion, these trades made within the Promotion Period will be considered as per the Lottery Tickets Calculation Formula set out in Clause 4.5. below.
- 4.3. "Lottery Tickets Calculation Formula"
 - **New Clients**

During New Client Promotion Period, New clients will get 1 lottery ticket if the client opened FXTM account and made at least \$800 USD 7DD Deposits within the first 7 calendar days (inclusive) after the first deposit date, within the Promotion Period.

- b) **Existing Clients**
- During Existing Client Promotion Period, Existing clients will get 1 lottery ticket for every 1 million USD eligible notional trading volume on instruments list below:
- Spot Metal: XAG
- U.S. Stock Indices: US500, US30, NAS100, RUS2000, US400
- Asian Stock Indices: CN50, TWN, SG20, AU200, CHINAH, HK50, JP225
- Index Futures: Nasdag Futures
- Commodities: Crude, Brent, USDind, Natural Gas
- Cryptocurrencies: Avalanche, AXS, Bitcoin, Bitcoin Cash, BNB, Cardano, Chainlink, Cosmos, Dogecoin, Ethereum, Litecoin, Polkadot, Polygon, Pyth, Ripple, Solana, Uniswap
- **4.4.** For the purposes of the Lottery Tickets Calculation Formula for New clients:
 - FXTM will finalise the list of eligible clients by 23:59:59 (platform time) on 7th January 2025, conduct the random draw by 10th January 2025, and publish the draw video and list of winners on the official website by 13th January 2025.
 - FXTM will notify winning clients via the official email by 17th January 2025 to obtain mailing addresses and will complete prize deliveries within January. Please note that if a winning client fails to provide the necessary address by 24th January, they will be deemed to have forfeited their prize. The designated prize cannot be exchanged for any other form of gift or cash.
- **4.5.** For the purposes of the Lottery Tickets Calculation Formula for existing clients:
 - "Eligible Notional Trading Volume" shall mean the eligible notional trading volume of the instruments listed in clause 4.3, trading volume from other instruments will not be calculated.



- The weekly lottery ticket calculation will end on 23:59:59 every Friday during the promotion period, and automatically reset for next round of weekly lottery ticket. Clients' lottery tickets will also be reset automatically end on 23:59:59 every Friday during the promotion period.
- From 2nd December 2024 to 17th January 2025, FXTM will review the list of eligible clients and the number of lottery tickets for each eligible client every Friday at 23:59:59 (platform time). The random draw will be conducted on Monday, and the draw video and list of winners will be published on the official website by 20:00 (GMT+8) each Monday.
- FXTM will notify winning clients via the official email by 24th January 2025 to obtain mailing addresses and will complete prize deliveries by 21st February 2025. Please note that if a winning client does not provide the required address by 31st January, they will be deemed to have forfeited their prize.
- Each participant can only win one prize per week, regardless of the number of raffle tickets they have. After a participant wins a prize, they are removed from further prize draws for that week.
- There are no maximum amount of the total lottery tickets a client can get each week.
- In calculating nominal trading volume, all open positions in the Client's Account, as of 23:59:59 server time on every Friday during the Promotion Period shall be considered at the last quoted price on the relevant FXTM Trading Platform.
- FXTM will maintain during the Promotion Period a weekly lottery board recording the lucky draw result standing on website.

5. PROMOTION PRIZES

5.1. The Prizes:

- a) The Prizes for New Clients that are available for distribution are set out in the Table 1 below.
- b) The Prizes for Existing Clients that are available for distribution are set out in the Table 2 below.
- c) Upon commencement of the Promotion in accordance with the Clause 4.3, the winners will be announced and entitled prizes in accordance with Table 1 and Table 2.
- d) Within 15 days after the end of the Promotion, the eligible winners will be notified by an e-mail to the email address they have specified during the registration accordingly (hereinafter the "Notice").



- e) The Prizes shall be awarded only to the Clients with the status "Approved", meeting standard requirements as per the Operative Agreements.
- f) In case an eligible winner fails to provide such documents as deemed necessary by FXTM within a 5 Business-Days' notice, the Prize shall be cancelled.
- g) The final list of the winners will be announced on the Website.
- h) The 1000 USD Cash Bonus will be delivered to the client's FXTM USD wallet
- i) The Prizes set out in Table 1 and Table 2 shall be delivered to the clients before 1st January 2025, the Prizes set out in Table 1 and Table 2 shall be delivered to the clients before 14th February 2025.

6. MISCELLANEOUS

- **6.1.** FXTM has the right to disqualify any Client if:
 - a) a breach of these Terms and/or any term of the Operative Agreement occurs;
 - b) FXTM has a reasonable ground to believe a misuse of the Promotion;
 - c) 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.
- **6.2.** Each Client hereby expressly consents that FXTM:
 - a) may publicly announce their name and details of their participation in the Promotion on the Websites or any other publication (electronic or not);
 - b) use a photo of the Client in any appropriate manner and publication that FXTM decides to use, without any recourse or compensation, and that the Client surrenders and waives all copyright and intellectual property rights to the use of such a photo in relation to the Promotion or FXTM's promotional activity;
 - c) may conduct an interview with the Client and use said interview in any publication as they wish in relation to the Promotion or FXTM's promotional activity.
- **6.3.** 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.
- **6.4.** FXTM reserve the right, as it is in their sole discretion deems fit, to alter, amend, suspend, cancel or terminate this Promotion, or any aspect of the Promotion 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 Promotion.
- **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 client's account or multiple account with FXTM or otherwise related or connected to the Prize will nullify any and all transactions executed and/or profits or losses garnered therein.

6.6.	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.

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TABLE 1 / PRIZES

New Clients					
	Number of Prize	Prize			
Grand Prize	1	iPhone 16 (512GB)			
Second - Third Prize	2	USD 1000 cash reward			
Fourth – Eighth Prize	5	Bose QuietComfort Ultra Earbuds			

TABLE 2 / PRIZES

Existing Clients						
1st Week Santa's Draw						
(2nd December - 6th December 2024)						
	Number of Prize	Prize				
Grand Prize	1	iPhone 16 (512GB)				
Second Prize	1	USD 1000 cash reward				
Third Prize	1	Bose QuietComfort Ultra Earbuds				
2nd Week Santa's Draw						
(7th December - 13th December 2024)						
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Grand Prize	1	iPhone 16(512GB)				

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Second Prize	1	USD 1000 cash reward		
Third - Fifth Prize	3	Bose QuietComfort Ultra Earbuds		
3rd – 7th Week Santa's Draw				
(14th December 2024 to 17th January 2025)				
Grand Prize	1	iPhone 16 (512GB)		
Second - Third Prize	2	USD 1000 cash reward		
Fourth – Eighth Prize	5	Bose QuietComfort Ultra Earbuds		