



# **TERMS AND CONDITIONS MENA PROMOTION**

## TERMS AND CONDITIONS MENA

### PROMOTION

#### A. Introduction

1. Trading Point of Financial Instruments Ltd operating under the trading name XM, is a Cypriot Investment Firm (CIF) registered with the Registrar of Companies in Nicosia under number: HE 251334, and regulated by the Cyprus Securities & Exchange Commission ("CySEC") under license number 120/10 (hereinafter called the "Company").
2. XM is operating in accordance with the Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments amending Council Directives 85/611/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC, as the same may be in force from time to time and modified or amended from time to time (the "Markets in Financial Instruments Directive (2004/39/EC)" or "MiFID").
3. The **"MENA PROMOTION"** Terms and Conditions is an integral part of the **"XM Business Terms and Policies"** and provisions set herein are considered as an annex of all **"XM Business Terms and Policies"**.

#### B. Conditions of Eligibility

1. Subject to, and without prejudice to, all other Business Terms and Policies, the offer is available to XM Clients who have satisfied the Eligibility Criteria for the offer (**"Eligible Clients"**) as set out in the sections following hereinafter.
2. The **"MENA PROMOTION"** may be offered by XM from time to time to clients who open real trading accounts with XM, in cases where such clients are referred to XM via specific websites and/or social network sites in the context of certain specific promotions, and/or surveys that XM may be running from time to time on such specific websites and/or social network sites.
3. XM, at its absolute discretion, offers the **"MENA PROMOTION"** to any Client(s) and/or any countries / regions as it deems appropriate and for as long as XM deems to provide it.
4. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the **"MENA PROMOTION"**. Without limiting the foregoing, participation in the **"MENA PROMOTION"** is not allowed for persons under the age of 18 or otherwise under legal age in their country of residence ("minors"). **If you are a minor, you may not participate in the "MENA PROMOTION"**.
5. Participation of **"Intermediaries/Related Parties"** in the **"MENA PROMOTION"** is prohibited. If the registration data of a participant in the **"MENA PROMOTION"** corresponds with the registration information of another participant in the **"MENA PROMOTION"**, XM reserves the right to regard this matching as a reason for immediate disqualification. For the purposes hereof, the term **"Intermediary(ies)/Related Party(ies)"**, when used in these Terms & Conditions, unless the context otherwise requires, shall mean to include any person or entity bearing a relationship with any participant in the **"MENA PROMOTION"**, including, without limitation:
  - a) family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;
  - b) person or entity, whom any participant in the **"MENA PROMOTION"**, directly or indirectly through one or

more intermediaries, controls, or whom, directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with any participant in the **"MENA PROMOTION"**; for purposes of this definition, the term **"control"** (including, with correlative meaning, the terms **"controlled by"** and **"under common control with"**), as used with respect to any participant in the **"MENA PROMOTION"**, shall mean the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such person or entity, whether through ownership of voting securities or otherwise.

6. Similarly, persons associated in any manner whatsoever with XM and/or with the specific websites and/or social network sites on which XM may be running from time to time certain specific promotions, contests and/or surveys, in the context of which access to the **"MENA PROMOTION"** is offered, are not allowed to participate in the offer.

#### **C. Specific "MENA PROMOTION" Terms**

1. Eligible Clients, provided that they fulfil criteria set hereinafter will be granted participation in lucky draw and gain opportunity to win one of the following prizes :
  - a) 1<sup>st</sup> cash prize of **8,000,- USD** (or currency equivalent).
  - b) 2<sup>nd</sup> cash prize of **3,500,- USD** (or currency equivalent).
  - c) 3<sup>rd</sup> cash prize of **2,000,- USD** (or currency equivalent).
  - d) 4<sup>th</sup> cash prize of **1,000,- USD** (or currency equivalent).
  - e) 5<sup>th</sup> cash prize of **500,- USD** (or currency equivalent).
2. In order to qualify to enter the draw to win cash prizes, Eligible Clients need to make a total deposit of **2,000,- USD** (or currency equivalent) in their Account(s), during the promotion period. The total deposit is calculated per client and not per account.
3. All Eligible Clients, which are on **"Executive Level"** in Loyalty Program, participating in **"MENA PROMOTION"** and fulfilled provisions of section C, point 2 will be automatically promoted to **"Gold Level"** in Loyalty Program.
4. **"MENA PROMOTION"** will be available to participants from 1<sup>st</sup> of August and 26<sup>th</sup> September 2014.
5. The lucky draw will be held at the XM headquarters on the 1st October 2014.
6. Only residents of following countries may participate on **"MENA PROMOTION"**: **Saudi Arabia, UAE, Qatar, Bahrain, Egypt, Jordan, Lebanon, Morocco, Algeria, Palestine, Tunisia, Oman, Yemen, Kuwait, Iraq, Libya, Mauritania, Somalia, Sudan and Turkey.**

#### **D. General Terms**

1. XM reserves the right, at its sole discretion, to decline registration of any participant in the **"MENA PROMOTION"** without having to explain the reasons and further reserves the right to disqualify any participant in the **"MENA PROMOTION"** who tampers or attempts to tamper with the operation of the **"MENA PROMOTION"**, or breaches these terms and/or any of the **"XM Business Terms and Policies"** set forth on XM' Website at the following URL: <http://www.xm.com/legal-documents>. Under no circumstances shall XM be liable for any consequences of any bonus cancelation or decline, including, but not limited to, order(s) closure by Stop Out.
2. XM reserves the right, at its sole discretion, to alter, amend or terminate the **"MENA PROMOTION"**, or any aspect of it, at any time and without prior notice. XM posts any such changes on XM' Website. It is



recommended that participants in the “**MENA PROMOTION**” consult these Terms & Conditions on the XM Website regularly. Please note that taking part in the “**MENA PROMOTION**” and or continued use of the XM Website and the services offered by XM constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.

3. Any indication or suspicion, in the Company's sole discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially from the Credit Bonus without being genuinely interested in trading in the markets and/or taking market risk), fraud, manipulation, cash-back arbitrage connected to a Bonus or any other forms of deceitful or fraudulent activity, will nullify all previously credited bonuses of the Eligible Client's real trading Accounts with XM and/or any and all transactions carried and/or profits or losses garnered therein. In these circumstances, XM reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Eligible Client's real trading Account(s) with XM, cancel all orders and annul all profits of such participant. In these circumstances, XM shall not be liable for any consequences of the bonus cancelation, including, but not limited to, order(s) closure by Stop Out.
4. No partner's commissions are paid for trading on Bonus funds.
5. This promotion may be redeemed only once by any Eligible Client.
6. Taking part in the “**MENA PROMOTION**” constitutes acceptance of these Terms & Conditions and of the Business Terms and Policies set forth on XM' Website at the following URL: <http://www.XM.com/legal-documents>.
7. The “**MENA PROMOTION**” is dated as of the 24th of July, 2014 and will enter into effect from the 1st of August, 2014 onwards. The “**MENA PROMOTION**” is available for a limited period of time only, as indicated in the rules of engagement of the specific promotion, and/or survey of which the “**MENA PROMOTION**” is mentioned to be a part.
8. “**MENA PROMOTION**” terms shall be governed by and construed in accordance with the Laws of the Republic of Cyprus. Any dispute or situation not covered by these terms will be resolved by XM in the manner it deems to be the fairest to all concerned. That decision shall be final and/or binding on all entrants. No correspondence will be entered into.
9. If any of “**MENA PROMOTION**” terms were to be translated into a language other than English, then the English version of these terms shall prevail where there is an inconsistency.

#### **E. Risk Warning**

1. It is important that Eligible Clients are aware that their risks are not limited to their deposit(s) and that by making a qualifying trade it is possible to lose more than the deposit. In some circumstances, losses may be considerably more than any initial or minimum deposit. For the full risk disclosure please visit XM' Website at the following URL: <http://www.XM.com/legal-documents>.