



**MEMBER OF TRADING POINT GROUP**

# **TERMS AND CONDITIONS BOGOTA SEMINAR**

## TERMS AND CONDITIONS – BOGOTA SEMINAR

### 1. Introduction:

- 1.1. XM Global Limited operating under the trading name XM is a Securities Service Provider Licensee regulated and authorised by the International Financial Services Commission (“IFSC”) in Belize under the Licence Number: IFSC/60/354/TS/19 (hereinafter called the “Company” or “XM”).
- 1.2. XM is offering its clients the opportunity to attend the Bogota Seminar (the “Seminar”) that the Company is hosting in Bogota, Colombia and participate in the Contest that will take place after the Seminar, given that the eligibility and other requirements set out herein are satisfied.

### 2. General Provisions

- 2.1. The Seminar will be hosted on Saturday 14<sup>th</sup> of September 2019, as per the details below:
  - Seminar Time: 09:00 – 14:30 (GMT- 5)
  - Location: Sheraton Bogota Hotel, Calle 25 B N° 69 C-80, Bogotá, Cundinamarca, Colombia
- 2.2. Registration for the Seminar is open for all clients of XM who reside in Colombia and have at least one validated XM real trading account and is free of charge.
- 2.3. Clients must be older than 18 years old and shall already have a validated real account registered with a valid email address, in order to be able to register and claim a seat to the Seminar. The eligibility and attendance requirements to claim a seat to the Seminar, set out herein, apply and must be met.
- 2.4. A maximum number of three hundred (300) Eligible Clients who have met the requirements set herein will be able attend to the Seminar.
- 2.5. Each client agrees that by registering for the Seminar they express their free, prior and informed consent for XM to process any personal data which they provide while registering. The data is collected and processed only to such extent, which is necessary to administer and run the Seminar. XM shall disclose any data about registrants only to the extent stipulated in these terms and conditions. Each registrant has the right to withdraw their consent for processing of personal data at any time. However, such a withdrawal may at the discretion of XM result in the disruption, suspension or termination of the client’s registration for attending the Seminar.
- 2.6. By accepting the Seminar’s terms and conditions, the participants acknowledge the Risk Disclosure available on XM’s website at the following URL <https://www.xm.com/assets/pdf/new/docs/XMGlobal-Risk-Disclosures-for-Financial-Instruments.pdf>.

### 3. Terms and Conditions and Eligibility:

#### Attendance

- 3.1. Subject to clause 2.2 all clients who have a validated real account with XM and have accepted the Seminar’s terms and conditions have the right to register and claim a seat to attend to the Seminar (the “Eligible Clients”).
- 3.2. Eligible Clients will be able to attend to the Seminar and participate to the Contest that will take place after the Seminar, provided that they have at least one validated real XM trading account by the 14<sup>th</sup> of September 2019 and their registration has been confirmed as per clause 3.3 below.
- 3.3. Registration alone does not reserve or guarantee Eligible Clients a seat at the Seminar. Only Eligible Clients whose registration has been confirmed by XM via email or telephone will have the chance to attend the Seminar and participate in the Contest for a chance to win the prizes as described herein below.

- 3.4. Registration is open until 14<sup>th</sup> of September 2019, the latest. XM reserves the right to close registration at an earliest date if no more seats are available.
- 3.5. One registration equates to one client, as the consideration is based on a 'per client' and not on a 'per account' basis. In the case where two or more clients use the same credentials XM reserves the right to reject the registration form of the Eligible Clients who use the said same credentials.

### **Specific Contest Terms**

- 3.6. Eligible Clients attending the Seminar will have the opportunity to participate in the Contest which XM will conduct after the Seminar and win the prizes described herein below.
- 3.7. Three (3) of the Eligible Clients whose registration has been confirmed and will be attending to the Seminar, will be able to participate in Contest for a chance to win the prizes as described in the table below:

Prize Ranking	Number of winners	Eligibility and Participation Requirements	Prize
1 <sup>st</sup>	1	<ul style="list-style-type: none"> <li>• Have a validated XM real account with any base currency;</li> <li>• Attend to the Seminar; and</li> <li>• Trade at least 2 standard round turn lots (or 200 micro round turn lots) on Forex, Gold or Silver, within four (4) weeks starting from 18<sup>th</sup> of September 2019 until 16<sup>th</sup> of October 2019.</li> </ul>	<ul style="list-style-type: none"> <li>• USD 1000 (or currency equivalent) as balance in the winner's trading account.</li> </ul>
2 <sup>nd</sup>	1	<ul style="list-style-type: none"> <li>• As above.</li> </ul>	<ul style="list-style-type: none"> <li>• USD 500 (or currency equivalent) as balance in the winner's trading account.</li> </ul>
3 <sup>rd</sup>	1	<ul style="list-style-type: none"> <li>• As above.</li> </ul>	<ul style="list-style-type: none"> <li>• USD 500 (or currency equivalent) as balance in the winner's trading account.</li> </ul>

- 3.8. The Contest will be held for four (4) weeks after the Seminar finished.
- 3.9. The Eligible Clients may participate in the Contest from 18<sup>th</sup> of September 2019 until 16<sup>th</sup> of October 2019 (the "Contest Period").
- 3.10. The three (3) winners will be those who have the three (3) best percentage of profit during the Contest Period.
- 3.11. The three (3) winners will be announced on 21<sup>st</sup> October 2019.
- 3.12. The prize of each winner will be deposited into their XM real trading account and the amount will be available for withdrawal and/or trading purposes. If the client's account has been archived, the Company will request the winner to open a new one in order to deposit the money. In case the winners are unable to utilize the prize(s) and/or if any of the reasons of disqualification occurs, XM reserves the right to withdraw the prizes entitlement and award the prizes to an alternative winner on the Seminar day, with the same conditions applied.

- 3.13. By accepting the Seminar's terms and conditions, the winners of the Content agree and consent to taking photographs and making a video testimonial, as may be requested by XM. The winners agree that XM has the right to use the images resulting from the photography/video filming to only such extent as stipulated in these terms and conditions. The latter may include, but is not limited to, XM's right to use the above-mentioned material for publication purposes on XM's website and social media. Each participant has the right to withdraw their consent for processing of personal data and the material mentioned above at any time. However, such a withdrawal may, at the reasonable discretion of XM, result in the removal of the winner's entitlement to the prizes.
- 3.14. The Content is not open to XM's employees or their relatives.

#### **Deposit Bonus Terms**

- 3.15. All Eligible Clients will be rewarded with 100% Deposit Bonus up to USD 500 (or currency equivalent) on their next deposit made from 18<sup>th</sup> of September 2019 until 16<sup>th</sup> of October 2019.

#### **4. Reservation of Rights and Disqualifications:**

- 4.1. XM reserves the right to reject any registration form if Eligible Clients engage in any prohibited trading activities, as described in XM's Terms and Conditions of Business, available at the following URL: <https://www.xm.com/legal-documents>.
- 4.2. XM reserves the right to disqualify clients who provided incorrect or fraudulent details during the registration for the Seminar.
- 4.3. All Eligible Clients are permitted to only one registration per one (1) unique IP address. Multiple registrations from the same IP are not permitted nor multiple registration with same personal details. In such a case, XM reserves the right to immediately exclude such persons from attending the Seminar.
- 4.4. XM reserves the right, at its sole discretion, to decline registration of any Eligible Client for the Seminar and further reserves the right to prohibit any Eligible Client, who breaches these terms and/or any of the "XM Business Terms and Policies" set forth on XM's website at the following URL: <https://www.xm.com/legal-documents> from registering and/or attending to the Seminar. In these circumstances, XM shall not be liable for any consequences of the registration and/or attendance cancelation.
- 4.5. All Eligible Clients who attend the Seminar are required at all times to maintain appropriate and respectful behaviour. XM withholds the right to disqualify and escort any Eligible Client out of the Seminar at any time, whenever it decides, in its sole discretion and without justification, if the said Eligible Client's presence and behaviour is disrespectful and not appropriate. The latter applies if the clients have not registered for attendance, or they have not been approved/confirmed.
- 4.6. Eligible Clients who have been disqualified and escorted out of the Seminar event lose their right to claim any prizes offered.