MEMBER OF TRADING POINT GROUP

TERMS AND CONDITIONS XM EXCLUSIVE WEBINAR



TERMS AND CONDITIONS - XM EXCLUSIVE WEBINAR

1. Introduction:

- 1.1. XM Global Limited operating under the trading name XM is a Securities Service Provider Licensee regulated and authorises by the International Financial Services Commission ("IFSC") in Belize under the Licence Number: IFSC/60/354/TS/18 (hereinafter called the "Company" or "XM").
- 1.2. XM is offering its clients the opportunity to attend the XM Exclusive Webinar (the "Webinar") that the Company is hosting online and participate to the Lucky Draw Raffles that will take place after the Webinar, given that the eligibility and other requirements set out herein are satisfied.

2. General Provisions:

- 2.1. The Webinar will be hosted online on Saturday, 4th of May 2019, 15:00 18:00 (GMT +7).
- 2.2. Registration for the Webinar is open for all clients of XM who reside in Thailand and who have by the time of registration at least one validated real XM trading account with any base currency.
- 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 be able to participate in the Webinar. The eligibility and participation requirements, set out herein, apply and must be met.
- 2.4. All Eligible Clients who have met the requirements set in Section 2.2. above will be able to register at the Webinar. However, a maximum number of three thousand (3,000) Eligible Clients who click on the registration link and who successfully access the online webinar platform will be able to participate in the Webinar.
- 2.5. Each client agrees that by registering for the Webinar 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 Webinar. 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 participating in the Webinar.
- 2.6. By accepting the Webinar's terms and conditions, the participants acknowledge the Risk Disclosure available on XM's website at the following URLhttps://www.xm.com/assets/pdf/new/docs/XMGlobal-Risk-Disclosures-for-Financial-Instruments.pdf.

3. Terms and Conditions and Eligibility:

Participation

- 3.1. Subject to clause 2.2, all clients who have a validated real account with XM and have accepted the Webinar's terms and conditions have the right to register and participate in the Webinar (the "Eligible Clients").
- 3.2. Registration alone does not reserve or guarantee Eligible Clients participation in the Webinar. Only the first three thousand (3000) Eligible Clients who click on the registration link and who successfully access the online Webinar platform will be able to participate in the Webinar.
- 3.3. Registration is open until the 4th of May 2019 the latest.
- 3.4. 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 clients' registration form of the Eligible Clients.



3.5. Only Eligible Clients who will participate in the Webinar for at least two (2) hours can be considered as participants to the Webinar (the "Participants") and have the opportunity to participate in the Lucky Draw Raffles that will take place after the Webinar, provided that they meet the eligibility and participation requirements set in Section 4 below.

4. Lucky Draw Raffle:

- 4.1. Eligible Clients who participate in the Webinar for at least two (2) hours (i.e. the Participants) and who during the promotional period meet the eligibility conditions set herein below, will have the opportunity to participate in the Lucky Draw Raffle which XM will conduct after the Webinar and win the prizes described below.
- 4.2. The Lucky Draw Promotion is valid for the period 8th of May 2019 31st of May 2019 ("Promotional Period").

Prize Ranking	Number of winners	Eligibility and Participation Requirements	Prize
1 st	1	 Have a validated XM MT4/MT5 real account; Participate in the Webinar for at least two (2) hours; Deposit at least USD 200 (or currency equivalent) in your trading account during the Promotional Period; and Trade at least 2 standard round turn lots (or 200 micro round turn lots) on Forex, Gold, or Silver during the Promotional Period. 	Gold Card worth of USD 3,000; or USD 2,800 (or currency equivalent) in cash.
2 nd	1	As above.	Gold Card worth of USD 2,000; or USD 1,800 (or currency equivalent) in cash.
3 rd and 4 th	2	As above.	Samsung Galaxy S10 worth of USD 1,020; or USD 800 (or currency equivalent) in cash.
5 th and 6 th	2	As above.	An XM Thailand Gala Invitation and two (2) night accommodation at a 5-Star Hotel, for two (2) people; or USD 500 (or currency equivalent) in cash.
7 th – 16 th	10	 Have a validated XM MT4/MT5 real account; and Participate in the Webinar for at least two (2) hours. 	USD 50 (or currency equivalent) Non-Withdrawable Trading Bonus, each.

4.3. All the sixteen (16) raffle winners will be chosen via electronic draw which will be held on 7th of June 2019 (i.e., after the end of the promotional period), and the sixteen (16) raffle winners will be announced on the same date.



- 4.4. Where two (2) prizes are offered, the respective winners will have the opportunity to choose to receive one of the two (i.e., "either, or") at their own preference.
- 4.5. The non-withdrawable trading bonus amount mentioned above is only intended for trading purposes and cannot be withdrawn. However, any profits generated from trading on the trading bonus, are available for withdrawal as per our withdrawal procedure.
- 4.6. Any withdrawal of funds from an Eligible Client's real Account(s) with XM will cause the removal of the previously awarded trading bonus(es) proportionally to the percentage of the requested amount of the withdrawal from the respective Eligible Client's real Account with XM. Below you can find some examples for your better understanding:

Example 1:

Trading Bonus Amount	Profits generated from trading with the Trading Bonus	Balance available for withdrawal	Amount of requested withdrawal	Amount of trading bonus removal
USD 50	USD 100	USD 100	USD 40 (40% on USD 100)	USD 20 (40% on USD 50)

Example 2:

Trading Bonus Amount	Deposit Amount	Profits generated from trading with the Trading Bonus	available for	Amount of requested withdrawal	Amount of trading bonus removal
USD 50	USD 500	USD 100	USD 600	USD 360 (60% on USD 600)	USD 30 (60% on USD 50)

- 4.7. In the event of internal transfers between trading Accounts with the Company, trading bonus(es) previously credited to an Eligible Client's sending account will be moved proportionally to the percentage of transferred balance into the receiving account. No new / additional trading bonus(es) will be credited upon internal transfer to the receiving account. In case that the receiving account is not eligible for trading bonus(es), the amount of trading bonus(es) deducted from the sending account will not be credited into the receiving account and therefore that proportion of trading bonus(es) will be nullified.
- 4.8. Trading bonus(es) cannot be separately transferred between, or from Eligible Clients' real trading Accounts with XM.
- 4.9. In case the winners are unable to utilize and/or accept 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, with the same conditions applied and following the same procedure (i.e. Lucky Draw Raffle).
- 4.10.By accepting the Webinar's terms and conditions, the winners of the Lucky Draw Raffle 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.
- 4.11. The Lucky Draw Raffles are not open to XM's employees or their relatives.



5. Reservation of Rights and Disqualifications:

- 5.1. 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.
- 5.2. XM reserves the right to disqualify clients who provided incorrect or fraudulent details during the registration for the Webinar.
- 5.3. 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 participating in the Webinar.
- 5.4. XM reserves the right, at its sole discretion, to decline registration of any Eligible Client for the Webinar 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 participating in the Webinar. In these circumstances, XM shall not be liable for any consequences of the registration and/or participation cancelation.