



**MEMBER OF TRADING POINT GROUP**

**TERMS AND CONDITIONS  
LOI KRATHONG  
EVERYBODY WINS  
XM PROMOTION 2021**

## TERMS AND CONDITIONS - LOI KRATHONG EVERYBODY WINS XM PROMOTION 2021

### A. Introduction

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 License Number 000261/158 (hereinafter called the “Company” or “XM”).
2. The “**Loi Krathong Everybody Wins XM Promotion 2021**” (hereinafter the “**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 “**Promotion**” (“**Eligible Clients**”) as set out in the sections following hereinafter.
2. The “**Promotion**” is available only for existing and new clients of XM residing in Thailand and/or Laos.
3. Subject to Section B.2 above, the “**Promotion**” is available to all existing and new clients of XM who during the “**Promotional Period**”:
  - have at least one (1) validated XM real trading account, with any base currency; and
  - have a minimum amount of USD 200 (or currency equivalent) as balance in their XM real trading account(s) upon registration.
4. The “**Promotion**” is valid for the period **4<sup>th</sup> October 2021 - 30<sup>th</sup> November 2021** (“**Promotional Period**”).
5. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the “**Promotion**”. Without limiting the foregoing, participation in the “**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 “Promotion”.**
6. Each participant agrees that by registering for the “**Promotion**” they express their free, prior and informed consent for the Company 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 “**Promotion**”. The Company 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 reasonable discretion of the Company result in the disruption, suspension or termination of the participant’s registration in the “**Promotion**”.
7. The “**Promotion**” is permitted for the real accounts of a single client using a unique IP address. Multiple registrations of real accounts from the same IP address are not permitted.
8. Participation of “**Intermediaries/Related Parties**” in the “**Promotion**” is prohibited. If the registration and / or trading data of a participant in the “**Promotion**” corresponds with the registration and / or trading information, including but not limited to IP address, of another participant in the “**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 “**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 “**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 “**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 “**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.

- 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 “**Promotion**” is offered, are not allowed to participate in the offer.

### C. Specific “Promotion” Terms

- Eligible Clients who meet the eligibility conditions set in sections B.2 and B.3 above, as well as all the eligibility and participation requirements set herein, will be eligible to win after the end of the “**Promotional Period**” the prizes described in the Table A below:

**Table A: Promotion Prizes**

Prize Ranking	Total Number of winners	Eligibility and Participation Requirements	Prize
Level 1	Unlimited	<ul style="list-style-type: none"> <li>Have at least one (1) validated XM real trading account, with any base currency;</li> <li>Have a minimum amount of USD 200 (or currency equivalent) as balance in their XM real trading account(s) registration; <b>and</b></li> <li>Trade at least five (5) standard round turn lots (or 500 micro round turn lots) on Forex, Gold or Silver during the Promotional Period.</li> </ul>	<ul style="list-style-type: none"> <li>A bonus credit balance of the range of USD 5 up to USD 200 (or currency equivalent) which will be added as credit bonus in the winners’ XM real trading account (<b>will not be</b> available for withdrawal).</li> </ul>
Level 2	Unlimited	<ul style="list-style-type: none"> <li>Have at least one (1) validated XM real trading account, with any base currency;</li> <li>Have a minimum amount of USD 200 (or currency equivalent) as balance in their XM real trading account(s) upon registration; <b>and</b></li> <li>Trade at least ten (10) standard round turn lots (or 1,000 micro round turn lots) on Forex, Gold or Silver during the Promotional Period.</li> </ul>	<ul style="list-style-type: none"> <li>A cash balance of the range of USD 5 up to USD 200 (or currency equivalent) which will be added as balance in the winners’ XM real trading account and which will be available for withdrawal.</li> </ul>

Level 3	Unlimited for cash balance / 5 for Lucky Draw Prizes	<ul style="list-style-type: none"> <li>• Have at least one (1) validated XM real trading account, with any base currency;</li> <li>• Have a minimum amount of USD 200 (or currency equivalent) as balance in their XM real trading account(s) upon registration; <b>and</b></li> <li>• Trade at least twelve (12) standard round turn lots (or 1,200 micro round turn lots) on Forex, Gold or Silver during the Promotional Period.</li> </ul>	<ul style="list-style-type: none"> <li>• A cash balance of the range of USD 5 up to USD 200 (or currency equivalent) which will be added as balance in the winners' XM real trading account and which will be available for withdrawal.</li> </ul> <p style="text-align: center;"><b>-or-</b></p> <ul style="list-style-type: none"> <li>• Be able to participate in the Lucky Draw Raffle that will take place after the end of the Promotional Period and get the chance to win one of the five (5) cash prizes described herein.</li> </ul>
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2. Eligible Clients will have the chance to enter the “**Promotion**” during the “**Promotional Period**”.
3. Eligible Clients can **only win one (1) prize for each Level prize category**. That is, a client who makes multiple deposits of the minimum amount of USD 500 (or currency equivalent) and trades thirty (30) standard round turn lots (or 3,000 micro round turn lots) on Forex, Gold or Silver during the “**Promotional Period**” will be eligible to win the Level 3 prize **only** and he/she will not be eligible to receive the prizes in Level 1 and/or Level 2 prize category.
4. The five (5) Lucky Draw Winners will receive **only** the cash prize described in Table B below to them and will not receive the cash balance prize of Level 3. That is the winner of the first prize of the Lucky Draw Raffle (as described in the Table B below) will win **only** the amount of THB 350,000 (or currency equivalent) as balance in his/her XM real trading account and he/she will not receive the cash balance of the range of USD 5 up to USD 200 (or currency equivalent). The said amount of USD 5 up to USD 200 (or currency equivalent) will be added as balance to the XM real trading account of the Eligible Clients who satisfy the requirements set herein but who are not among the five (5) Lucky Draw Winners.
5. Please note that **only** Eligible Clients who satisfy the requirements of Level 3 prize category will be able to participate in the Lucky Draw Raffle that will take place after the end of the “**Promotional Period**” and get the chance to win one of the cash prizes of the Lucky Draw Raffle described in Table B below:

**Table B: Lucky Draw Prizes**

Prize Ranking	Total Number of winners	Eligibility and Participation Requirements	Prize
1 <sup>st</sup>	1	<ul style="list-style-type: none"> <li>• Have at least one (1) validated XM real trading account, with any base currency;</li> <li>• Have a minimum amount of USD 200 (or currency equivalent) as balance in their XM real trading account(s) upon registration; <b>and</b></li> </ul>	<ul style="list-style-type: none"> <li>• THB 350,000 (or currency equivalent) as balance in the winner's XM real trading account.</li> </ul>

		<ul style="list-style-type: none"> <li>Trade at least twelve (12) standard round turn lots (or 1200 micro round turn lots) on Forex, Gold or Silver during the Promotional Period.</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>THB 175,000 (or currency equivalent) as balance in the winner's XM real 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 105,000 (or currency equivalent) as balance in the winner's XM real trading account.</li> </ul>
4 <sup>th</sup>	1	<ul style="list-style-type: none"> <li>As above.</li> </ul>	<ul style="list-style-type: none"> <li>USD 70,000 (or currency equivalent) as balance in the winner's XM real trading account.</li> </ul>
5 <sup>th</sup>	1	<ul style="list-style-type: none"> <li>As above.</li> </ul>	<ul style="list-style-type: none"> <li>USD 35,000 (or currency equivalent) as balance in the winner's XM real trading account.</li> </ul>

- The winners of the Lucky Draw Raffle cash prizes will be chosen via an electronic draw after the end of the "**Promotional Period**", on the 6<sup>th</sup> of December 2021.
- All the winners of Level 1, Level 2 and Level 3 prize categories will be announced after the end of the "**Promotional Period**", on the 17<sup>th</sup> of December 2021.
- The winners of Level 1, Level 2 and Level 3 prize categories will be notified via email and/or telephone as soon as possible after the end of the "**Promotional Period**" regarding the details of their prizes. In any case, all cash and/or credit prizes will be added/credited by the 17<sup>th</sup> of December 2021 in the winners' XM real trading account.
- Regarding the cash and/or credit prizes described in the Tables A and Table B please note that the conversion rate for USD/THB currency pairs is fixed and is based on the conversion rate at the time of the commencement of this "**Promotion**" (i.e. 4<sup>th</sup> of October 2021) and not at the date of the announcement of the winners.
- By accepting the terms and conditions of the "**Promotion**", the winners who will win the prizes described in Table A and Table B above agree and consent to taking photographs and making a 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.

#### D. Reservation of Rights and Disqualifications

1. XM reserves the right, at its reasonable discretion, to reject the participation of any Eligible Client to the “**Promotion**”, if such Client engages 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>.
2. XM reserves the right, at its sole discretion, to decline registration of any participant in the “**Promotion**” and further reserves the right to disqualify any participant in the “**Promotion**” who tampers or attempts to tamper with the operation of the “**Promotion**” or breaches these terms and/or any of the “**XM Business Terms and Policies**” set forth on XM’s Website. 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.
3. Clients who provided incorrect or fraudulent details during the trading account registration will be disqualified from participating in the “**Promotion**”.
4. 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 “**Promotion**”.
5. XM reserves the right, at its reasonable discretion, to decline participation of any Eligible Client to the Lucky Draw 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 participating in the Lucky Draw and claiming the won prize. In these circumstances, XM shall not be liable for any consequences of the participation cancelation.
6. Eligible Clients who have been disqualified lose their right to claim the prize offered.
7. If any of “**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. Forex and CFD trading involve a significant risk to your invested capital. Please read and ensure you fully understand our Risk Disclosure, available at XM’s website.