



MEMBER OF TRADING POINT GROUP

TERMS AND CONDITIONS

TERMS AND CONDITIONS – FLY WITH THE BULL PROMOTION

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 Licence Number: IFSC/60/354/TS/18 (hereinafter called the “Company” or “XM”).
2. The “**Fly with the Bull Promotion**” (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 offer (“**Eligible Clients**”) as set out in the sections following hereinafter.
2. The “**Promotion**” is available only for clients residing in Thailand.
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;
 - deposit at least USD 300 (or currency equivalent); and
 - trade at least three (3) standard round turn lots (or 300 micro round turn lots) on Forex, Gold or Silver.
4. The “**Promotion**” is valid for the period **3 December 2018 – 31 December 2018** (“**Promotional Period**”).
5. The “**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.
6. 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”.**
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.

9. 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

1. Eligible clients who meet the eligibility conditions set in sections B.2. and B.3. above, as well as all eligibility and participation requirements set herein, will be able to participate in a lucky draw and get the chance to win the prizes, as described in the table below:

Total Number of Winners	Eligibility and Participation Requirements	Prize
4	<ul style="list-style-type: none"> Have at least one (1) validated XM real trading account, with any base currency. Deposit at least USD 300 (or currency equivalent) during the Promotional Period; Trade at least 3 standard round turn lots (or 300 micro round turn lots) on Forex, Gold or Silver during the Promotional Period. 	<ul style="list-style-type: none"> Private Jet Flight from Don Mueang International Airport in Bangkok, Thailand; -and- Accommodation at a 5-star hotel in Phuket for 2 nights.

2. XM will cover the following expenses in relation to the prize offered:
 - a. Return flight tickets from Don Mueang airport in Bangkok for specific dates. Fly out on the 1st of February 2019 and return on the 3rd of February 2019.
 - b. Accommodation at a 5-star hotel, namely, The Naka hotel – Phuket for two (2) nights, for two (2) people;
 - c. In case the winners bring along a plus one, XM will cover their return flight tickets and the accommodation, as specified above.

Any other expenses shall not be covered by XM.
3. All the 4 (four) raffle winners will be chosen via electronic draw after the end of the promotional period, on the 2nd of January 2019.
4. The raffle winners will be notified via email and/or telephone as soon as possible after the draw has been conducted regarding the details of the collection of their prize. All reasonable attempts will be made to contact the winners, but if this cannot be achieved by 7th January 2018, the Company reserves the right to withdraw the prize entitlement and award the prize to an alternative winner selected following the same procedure.
5. By accepting the terms and conditions of the “**Promotion**”, the winners who will win the prizes described in clause C.1 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. Clients who provided incorrect or fraudulent details during the trading account registration will be disqualified from participating in the "**Promotion**".
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 lucky draw.
4. 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 any won prizes. In these circumstances, XM shall not be liable for any consequences of the participation cancelation.
5. Eligible Clients who have been disqualified lose their right to claim any prizes offered.

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.