



**MEMBER OF TRADING POINT GROUP**

**TERMS AND CONDITIONS**

## TERMS AND CONDITIONS - XM SONGKRAN 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/17 (hereinafter called the "Company" or "XM").
2. The "**XM Songkran Promotion**" (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 and 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; and
  - have trade at least 3 standard round turn lots (or 300 micro round turn lots) on Forex, Gold or Silver.
4. The "**Promotion**" is valid for the period 2<sup>nd</sup> of April 2018 to 1<sup>st</sup> of May 2018 ("**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. 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.
7. 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.

### c. Specific “*Promotion*” Terms

1. Clients who meet the eligibility and participation requirements set out herein and the conditions set in sections B.2 and B.3 above, will be able to participate in the “*Promotion*” and will be rewarded with 100% Trading Bonus up to \$500 on the deposits made during the promotional period.
2. Only clients with Micro and Standard Trading Account(s) are eligible for the “*Promotion*”.
3. Eligible Clients are able to receive bonuses equal to 100% on the amount of their deposit(s) made within the promotional period, provided that the maximum amount of any such bonus awarded to any particular Eligible Client will be limited to a maximum amount of \$500, per Eligible Client.

Table of example of this “*Promotion*”:

YOUR DEPOSIT	BONUS APPLIED	YOUR BONUS	TRADING CAPITAL BALANCE
\$5	100% on \$5	\$5	\$10
\$50	100% on \$50	\$50	\$100
\$100	100% on \$100	\$100	\$200
\$200	100% on \$200	\$200	\$400
\$300	100% on \$300	\$300	\$600
\$400	100% on \$400	\$400	\$800
\$500	100% on \$500	\$500	\$1,000
\$600	100% on \$500	\$500	\$1,100

4. Eligible Clients who meet the eligibility conditions set in sections B.2 and B.3 above, will also be able to participate in a lucky draw and get a chance to win the prizes as described in the table below:

Prize Ranking	Total 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 trading account;</li> <li>• Trade at least 3 standard round turn lots (or 300 micro round turn lots) on Forex, Gold or Silver during the Promotional Period; and</li> <li>• Reside in Thailand or Laos</li> </ul>	Return flights to Phuket with 2-nights accommodation at a 5-star hotel, for 2 people, worth of \$2,000; or \$2,000 cash
2 <sup>nd</sup>	1	As above.	iPhone X, worth of \$1,000; or \$1,000 cash
3 <sup>rd</sup>	1	As above.	Samsung Galaxy Note 8, worth of \$1,000; or \$1,000 cash
4 <sup>th</sup>	1	As above.	GOLD voucher, worth of \$1,000; or \$1,000 cash
5 <sup>th</sup> -6 <sup>th</sup>	2	As above.	\$1,000 cash each
7 <sup>th</sup> -10 <sup>th</sup>	4	As above.	\$500 cash each
11 <sup>th</sup> -13 <sup>th</sup>	3	As above.	\$250 cash each
14 <sup>th</sup> -15 <sup>th</sup>	2	As above.	\$100 cash each
16 <sup>th</sup>	1	As above.	\$50 cash

5. Where two 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.

6. The Gold Voucher mentioned in the table will be valid for the period of one (1) year.
7. The 1<sup>st</sup> prize winner will have the opportunity to choose to receive either the return flights and accommodation or the amount of USD 2,000 as balance in his/her trading account.

In relation to the flights and accommodation mentioned in the table above, XM will cover the following:

- (a) Return flight tickets from/to Phuket for two (2) people at the Client's preferable dates (subject to the Hotel's availability);
- (b) Transportation fees from/to the airport to/from the hotel;
- (c) Bed and breakfast accommodation at a 5-star hotel for two (2) people for two (2) nights at the Client's selected dates;

Any other expenses will not be covered by XM.

8. The winners of the cash prizes will receive the amounts mentioned above as balance in their trading account(s).
9. The sixteen (16) raffle winners will be chosen via electronic draw within ten (10) days after the end of the Promotional Period.
10. The raffle winners will be notified within fifteen (15) days after the end of the promotional period by their Client Relations Managers 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 31<sup>st</sup> May 2018, the Company reserves the right to withdraw the prize entitlement and award the prize to an alternative winner selected following the same procedure (i.e. Lucky Draw Raffle).
11. By accepting the terms and conditions of the "**Promotion**", the winners who will win the prizes described in section C.4 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. General Terms**

1. Please note that it may take up to 24 hours before any bonus is added to the account of an Eligible Client who meets all of the criteria set forth herein.
2. The "**Promotion**" applies to all clients who open real Account with XM in accordance with the rules set herein and granted bonuses may be used for trading purposes only and cannot be withdrawn.
3. 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:

Deposit Amount	Trading Bonus Amount	Balance available for withdrawal	Amount of requested withdrawal	Amount of trading bonus removal
USD 100	USD 100 (100% on USD 100)	USD 100	USD 50 (50% on USD 100)	USD 50 (50% on USD 100)

Example 2:

Deposit Amount	Trading Bonus Amount	Balance available for withdrawal	Amount of requested withdrawal	Amount of trading bonus removal
USD 500	USD 500 (100% on USD 500)	USD 500	USD 100 (20% on USD 500)	USD 100 (20% on USD 500)

4. In the event of internal transfers between trading Accounts with XM, bonuses previously credited to sending account will be moved proportionally to the percentage of transferred balance into receiving account. No new / additional bonuses will be credited upon internal transfer to receiving account. In case that receiving account is not eligible for bonuses, amount of bonuses deducted from sending account will not be credited into receiving account and therefore that proportion of bonuses will be nullified.
5. Bonuses cannot be separately transferred between, or from Eligible Clients' real trading Accounts with XM.

#### **E. 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. 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. Clients who provide incorrect or fraudulent details during the trading account registration will be disqualified from participating in the “**Promotion**”.
5. 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**”.

6. XM reserves the right, at its sole discretion, to alter, amend or terminate the “**Promotion**”, or any aspect of it, at any time. In such a case, XM informs the clients appropriately and in advance by posting any changes on XM's Website. It is recommended that participants in the “**Promotion**” consult these Terms & Conditions on the XM Website regularly. Please note that taking part in the “**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.
7. Eligible Clients who have been disqualified lose their right to claim any prizes offered.
8. 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.

#### **F. Risk Warning**

1. Forex and CFD trading involves a significant risk to your invested capital. Please read and ensure you fully understand our Risk Disclosure, available at XM's website.