



**TERMS AND CONDITIONS  
OF THE 50 USD FREE  
+ 100% BONUS PROMOTION**



## TERMS AND CONDITIONS of the 50 USD Free + 100% Bonus Promotion

### 1. Introduction

- 1.1. Subject to the Terms and Conditions set forth hereinafter (the “**Offer Terms**”) and XM’ (“**XM**”) Business Terms and Policies set forth on the XM Website (the “**XM Website**”) at the following URL: <http://www.XM.com/legal-documents> (“**XM’ business Terms and Policies**”), Clients that meet the criteria set forth hereinafter (“**Eligible Clients**”) will, from the **17<sup>th</sup> of March, 2014 at 22:01 GMT** till **17<sup>th</sup> of April, 2014 at 21:59 GMT** be eligible for a **CREDIT BONUS** equal to:
- a. **50,- USD** (or currency equivalent) of “**free no deposit bonus**” upon registering their live Micro, Standard or Executive Account(s) with XM, via specific promotion link, provided that the maximum amount of any such Credit Bonus awarded to any particular Eligible Client will be limited to a maximum amount of **50,-USD** (or currency equivalent) **in total**.
  - b. **100%** on the amount of their first / initial deposits, that is made in their live Micro, Standard or Executive Account(s) with XM, provided that the maximum amount of any such Credit Bonus awarded to any particular Eligible Client will be limited to a maximum amount of **USD 600,-** (or currency equivalent ) **in total**.

### 2. Offer Terms

- 2.1. The Offer Terms set forth hereinafter (the “**Offer Terms**”) form the basis of the “**Credit Bonus**” promotional offer, whereby Eligible Clients of “XM” may be rewarded with a Credit bonus to their live Micro, Standard and Executive Accounts (the “**Offer**”) when trading on these accounts, subject to these Offer Terms (the “**Credit Bonus**”).
- 2.2. Taking part in this Offer constitutes acceptance of these Offer Terms. XM is a registered trademark of Trading Point Holdings Ltd. (hereinafter called the “Company”), which wholly owns Trading Point of Financial Instruments Ltd. (Cyprus) and Trading Point NZ Ltd. (New Zealand). Trading Point NZ Ltd. is authorized and regulated by FSP under registration no. FSP235905. Trading Point of Financial Instruments Ltd. is regulated by the Cyprus Securities and Exchange Commission (CySEC) under license number 120/10. XM operates in accordance with the Markets of Financial Instruments Directive (MiFID) of the European Union.
- 2.3. XM reserves the right to alter, amend or terminate this Offer, or any aspect of it, at its sole discretion, at any time and without prior notice and will notify you of any such changes by posting the modified
- 2.4. Offer Terms on the XM Website. XM recommends that you revisit these Offer Terms regularly. Please not that by your continued use of the XM Website and the services offered by XM you accept any such modified Offer Terms.

- 2.5. XM reserves a right to decline a Client's "**Credit Bonus**" application at any time and at its sole discretion, without the need to provide any justification or explaining the reasons for any such declination. 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.
- 2.6. XM reserves the right, at its sole discretion, to disqualify any individual that tampers or attempts to tamper with the operation of the Offer, or breaches the Offer Terms and/or any of XM' Business Terms and Policies. 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.
- 2.7. These Offer Terms shall be governed by and construed in accordance with the Laws of the Republic of Cyprus. Any dispute or situation not covered by these Offer Terms will be resolved by XM' management in the manner it deems to be the fairest to all concerned. That decision shall be final and/or binding on all entrants. No correspondence will be entered into.
- 2.8. If any of these Offer Terms were to be translated into a language other than English, then the English version of these Offer Terms shall prevail where there is an inconsistency.

### **3. Conditions of Eligibility**

- 3.1. 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 Client**"), as set out in the Sections following hereinafter.
- 3.2. The Eligibility Criteria for the Offer are:
- a. The "**Credit Bonus**" scheme shall only apply to new clients of XM who open a live Micro, Standard or Executive Account with XM and existing XM account holders, which have never deposited nor performed any trades.
  - b. The "**Credit Bonus**" scheme shall only apply to Eligible Clients of XM with a live Micro, Standard or Executive Account, who are residents of Colombia, Peru, Bolivia, Chile, Mexico, Argentina, Ecuador, Brazil, Venezuela and Spain.
  - c. The Eligible Client must elect to opt-in to take part in the Offer by expressly confirming his or her decision on the Offer landing page that is posted on the XM Website.
  - d. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the "**Credit Bonus**" scheme; without limiting the foregoing, participation in the "**Credit Bonus**" scheme 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 "CREDIT BONUS" SCHEME.**
  - e. In order to qualify for the "**Credit Bonus**", Eligible Clients must provide XM with true, accurate, current

and complete information, including their full name, identical to that specified in their ID

documentation, as well as an active contact e-mail, and must upload all necessary, clear and legal documents in the member's area. Eligible Clients must agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal their identity for any purpose. XM will treat with care all such information that is entrusted to it, in accordance with the disclosures provided during the registration process and in XM' Privacy Policy.

- f. During the Account opening and registration process Eligible Clients are being asked to choose a '**username**' and '**password**' that will be used by them every time they access their account with XM and use XM' services. For their protection and that of other users of XM' services, Eligible Clients should not share their registration information (including their '**username**' and '**password**') with any other person or business entity for any purpose including, but not limited to, facilitating access and unauthorized use of XM' services. Eligible clients are solely responsible for all acts or omissions that occur within their account with XM and/or XM' Website(s) through the use of their registration information. If an Eligible Client believes that someone has used or is using his or her registration information, '**username**' or '**password**' to access any of XM' services without his or her prior authorization, he or she should notify XM immediately.

#### 4. The Offer

- 4.1. Subject to all other Business Terms and Policies, any Credit Bonuses due to Eligible Clients will be equivalent to:

- a. **50,- USD** (or currency equivalent) of "**free no deposit bonus**" upon registering their live Micro, Standard or Executive Account(s) with XM, via specific promotion link, provided that the maximum amount of any such Credit Bonus awarded to any particular Eligible Client will be limited to a maximum amount of **50,-USD** (or currency equivalent) **in total**.
1. Please note that it may take up to 24 hours before any "**free no deposit bonus**" is added to the account of an Eligible Client who meets all of the criteria set forth herein.
  2. "**Free no deposit bonuses**" only apply to new clients of XM who open a live Micro, Standard or Executive Account with XM in accordance with the rules set forth herein may be used for trading purposes only and cannot be withdrawn.
  3. All Eligible Clients are permitted to hold only one (1) "**free no deposit bonus**" account per one (1) unique IP address. Multiple registrations from the same IP are not permitted nor multiple "**free no deposit bonus**" accounts registered with same personal details.
  4. Profits from trading on the live trading accounts of Eligible Clients may, however, be withdrawn anytime, provided that the trading volume in the relevant live trading account reaches at least 100 micro lots ( 1 standard lots ), and provided that at least 5 standard round turn trades have been completed. The number of lots traded and of round turn trades realized can be verified by logging in to account under the "Account History" tab or by logging in to my.XM.com under the "Reports" "Trading History" tab.

5. **“Free no deposit bonuses”** applied to the live trading accounts of Eligible Clients in accordance with the rules set forth herein cannot be transferred between live trading accounts with XM.
  6. Subject to the provisions set forth above, the minimum amount that can be withdrawn from any account that participates in the “free no deposit bonus” scheme cannot be less than 100,- EUR (or other currency equivalent) and that in order to be able to withdraw from any such accounts all orders (including pending orders) must be closed.
  7. XM reserves the right to decline client’s bonus application without explaining the reason and prior notification. XM of Financial Instruments is not liable for any consequences of the bonus cancelation included but not limited to order(s) closure by Stop Out.
  8. Expert advisors, scalping, arbitrage and news trading are not allowed in any account that is participating in the **“free no deposit bonus”** scheme. Similarly, the use of proxies is not allowed with respect to any such accounts either. All trading instruments that are available in the trading terminal may be used for trading. All orders that are put at non-market prices will be cancelled.
  9. No partner’s commissions are paid for trading in any account that participates in the “free no deposit bonus” scheme.
- b. **100%** on the amount of their first / initial deposits, that is made in their live Micro, Standard or Executive Account(s) with XM, provided that the maximum amount of any such Credit Bonus awarded to any particular Eligible Client will be limited to a maximum amount of **600 USD,-** (or currency equivalent ) **in total**.
1. Upon event of first / initial deposits, that is made in their live Micro, Standard or Executive Account(s) with XM provisions of section 4.1.a. sub paragraph 4,6 and 8 shall be waived.
- 4.2. Credit Bonuses will be credited to Eligible Clients’ live Micro, Standard or Executive Account(s) with XM, in each instance, within twenty-four (24) working hours after their relevant deposit with XM has been made.
  - 4.3. Credit Bonuses may be used for trading purposes only and cannot be withdrawn. Profits from trading on live Micro, Standard or Executive Account(s) with XM may, however, be withdrawn anytime.
  - 4.4. Any withdrawal of funds from an Eligible Clients’ live Micro, Standard or Executive Account(s) with XM will immediately nullify all previously awarded Credit Bonus and will cause all previously awarded Welcome Credit Bonus(es)/ Loyalty Credit Bonus(es) / Credit Bonus(es) to be withdrawn from the respective Eligible Client’s live Micro, Standard or Executive Account with XM.



- 4.5. Insofar as the Credit Bonus on first deposits or subsequent deposit is concerned, this promotion may, for as long as it remains in effect, be redeemed by any individual Eligible Client with respect to all his live Micro, Standard or Executive Account(s) with XM only once, up to a maximum amount of USD 10.000,- (or currency equivalent) in total.
- 4.6. In the event that the amount of an Eligible Client's equity in his live Micro, Standard or Executive Account(s) with XM, becomes zero or less, all previously awarded Credit Bonus will be cancelled and will be withdrawn from the respective Eligible Client's live Micro, Standard or Executive Account with XM. In these circumstances, XM shall not be liable for any consequences of the bonus cancellation, including, but not limited to, order(s) closure by Stop Out.
- 4.7. 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.
- 4.8. Credit Bonuses cannot be transferred between, or from Eligible Clients' trading Accounts with XM.
- 4.9. Any indication or suspicion of fraud, manipulation, cash-back arbitrage, or other forms of deceitful or fraudulent activity in an Eligible Client's live Micro, Standard or Executive Account(s) with XM or otherwise related or connected to a Credit Bonus will nullify all previously credited bonuses of the Eligible Client's live Micro, Standard or Executive 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 live Micro, Standard or Executive Accounts 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 cancellation, including, but not limited to, order(s) closure by Stop Out.
- 4.10. No partners' (Affiliates') commissions are paid for trading Credit Bonus funds.
- 4.11. This Offer cannot be combined with any other offers or promotions offered by XM.

## 5. Exclusions

- 5.1. Participation of "**Intermediaries/Related Parties**" in the "**Credit Bonus**" scheme is prohibited. If the registration data of a participant in the "**Credit Bonus**" scheme corresponds with the registration information of another participant in the "**Credit Bonus**" scheme, XM reserves the right, at its sole discretion, 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 "Credit Bonus" scheme, including, without limitation:

- a. family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;
  - b. any person or entity, whom any participant in the “**Credit Bonus**” scheme, 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 “**Credit Bonus**” scheme; 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 “**Credit Bonus**” scheme, 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.
- 5.2. 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 “**Credit Bonus**” scheme is offered, are not allowed to participate in the “**Credit Bonus**” scheme.
- 5.3. The “**Credit Bonus**” scheme is not available for Account holders who are enrolled in cash-back or pip-rebate programs through 3<sup>rd</sup> party websites.

## **6. Risk Warning**

- 6.1. It is important that Eligible Clients are aware that their risks are not limited to their deposit(s) and that by making a qualifying trade it is possible to lose more than the deposit. In some circumstances, losses may be considerably more than any initial or minimum deposit.

## **7. Date**

- 7.1. These Terms and Conditions are dated as of the **14<sup>th</sup> of March, 2014 at 22:01 GMT** and will enter into effect with respect to all first and/or subsequent deposits that are made by Eligible Client in their respective live Micro, Standard or Executive Account(s) with XM from the **16<sup>th</sup> of March, 2014 at 22:01 GMT** onwards.
- 7.2. This Offer will remain in effect till **17<sup>th</sup> of April, 2014 at 21:59 GMT** or for as long as XM deems fit to provide it, based on the Offer Terms outlined herein. XM reserves the right to modify or cancel this Offer at its sole discretion at any time.

