



Terms & Conditions governing OANDA Global Markets, 'Refer A Friend' Account Opening Promotion

The following terms and conditions shall apply to the OANDA Global Markets Limited ("OANDA") 'Refer A Friend' Account Opening Promotion ("Promotion").

By participating in the Promotion, each participant agrees to observe and be bound by these terms and conditions and any relevant policy issued by OANDA from time to time. OANDA reserves its absolute rights to revise and amend these terms and conditions from time to time without prior notice. In case of disputes, the interpretations and decisions of OANDA shall be final and binding on all participants. No correspondence will be entertained.

1. Eligibility and Promotion Period

- 1.1. The Promotion is open to all existing OANDA Global Markets account holders, who refer a friend, to register for a new Trading Account with OANDA before midnight on the last day of the month in which the Promotion email was sent (Atlantic Standard Time). All accounts are subjected to OANDA's new account requirements and must meet the approval criteria in order to be eligible for this Promotion.
- 1.2. This Promotion is only valid for "Eligible Customers" defined as:
 - a. A customer that has a current account with OANDA.
 - b. The customer is an individual and not an entity.
 - c. The customer has received an invitation by OANDA to refer-a-friend.
 - d. The referrer must have placed at least 1 trade in their OANDA account in the previous 6 months from the date of referral.
- 1.3. This Promotion is only valid for "New Referred Customers" defined as:
 - a. A customer that has been introduced to OANDA by an "Eligible Customer".
 - b. The customer cannot be an "Eligible Customer".
 - c. The customer is an individual and not an entity.
 - d. The customer has consented to be contacted by OANDA and any other companies within the OANDA Group.
- 1.4. This Promotion is only valid for new client OANDA account applications. OANDA does not allow New Customers to open multiple accounts. In the event the New Customer does open multiple accounts, only the first account opened in the eligibility period defined in clause 1.1 will be eligible for the Promotion.
- 1.5. Employees of OANDA and their immediate family members shall not be eligible to participate in the Promotion. In addition, employees of any partners and agencies (including, without limitation, any external auditor(s) and advertising agencies) who are directly involved in the organisation or conduct of the Promotion as determined by OANDA, shall not be eligible to participate in the Promotion.
- 1.6. This Promotion is a stand-alone offer and cannot be used in conjunction with any other rebate, promotion or similar scheme offered by OANDA or any other companies within the OANDA Group.
- 1.7. This Promotion is valid until further notice.

Anyone who meets the criteria above shall be deemed an Eligible or New Referred Customer. Without prejudice to the generality of clause 1 above, OANDA shall have the sole discretion to determine.



eligibility under these Promotion Terms. Eligible and New Referred Customers should read these Promotion Terms carefully and acquaint themselves with Our Terms.

2. Mechanics of the Promotion

- 2.1. The Promotion is only applicable to those Eligible Customers who meet the criteria in clause 1 and refer a friend who is a New Referred Customer before midnight on the last day of the month in which the Promotion email was sent (Atlantic Standard Time).
- 2.2. Eligible Customers should forward the referral link in the email to their friend or friends who they think would be interested in opening an account with OANDA. The friend or friends who are referred should provide the following information in the form to open an account with OANDA. Your information details will be included on the form in the link that is sent to your friend or friends.
 - a. Full names contact number and email address.
- 2.3. The New Referred Customer must meet the following criteria:
 - a. Not be an existing customer of any OANDA division or have previously held an open or dormant account with OANDA.
 - b. Successfully apply for and be approved for a trading account with OANDA during the eligibility period defined in clause 1.1, and:
 - i. Place a minimum of five (5) standard trade lots, equivalent to a minimum of at least USD 500,000 notional trading volume, within the first ninety (90) days of their account first deposit date.
- 2.4. Each New Referred Customer will receive a credit of USD 88 (or its equivalent) to their OANDA trading account within two weeks of being approved for the reward.
- 2.5. For each New Referred Customer that satisfies the conditions in clause 2.3, the Eligible Customer will receive a credit of USD 88 (or its equivalent) to their OANDA trading account within two weeks of the New Referred Customer being approved for the reward.
- 2.6. No alternatives: Rebates are non-transferable and no cash alternative is available. No rebate transfer, assignment or substitution by eligible customers is allowed.
- 2.7. This offer is subject to withdrawal or change without notice.

3. General

- 3.1. By submitting your details and particulars, you consent to OANDA using such information, and contacting you for the marketing efforts of OANDA and/or its sponsor(s). If you wish to participate in any of our publicity events, you agree that it shall be done at your own expense. You further consent to the public disclosure of any statement, comment or quotation that you may give, and the reproduction, adaptation and translation into any language and publication of the same by OANDA.
- 3.2. OANDA reserves the right, at its discretion, at any time, without notice or assigning any reason therefore, to give the credit in the amount of the currency in the customer's primary account rather than USD.
- 3.3. If OANDA subsequently discovers that the individual is in fact not eligible to participate in the Promotion, OANDA may at its discretion reverse the account credit. No individual shall be entitled to any payment or compensation from OANDA should any rebate be forfeited or reclaimed.
- 3.4. OANDA shall not be liable to any account holder or any other persons for any loss or damage arising in connection with the Promotion, including without limitation, any error in computing any chances, any breakdown or malfunctions in any computer system or equipment. Without prejudice to the generality of



the foregoing, OANDA assumes no responsibility for lost, late, misdirected, damaged, incomplete, illegible and/or postage due mail.

- 3.5. The decision of OANDA on all matters relating to the Promotion shall be final and binding on all participants and any other persons, including, without limitation, any decision to cancel or suspend the Promotion. No correspondence(s) will be entertained.
- 3.6. OANDA may at any time at its sole and absolute discretion, without notice or assigning any reason therefore, terminate this Promotion, delete, vary, supplement, amend or modify any one or more of these terms and conditions in such manner as OANDA shall think fit, including without limitation, the eligibility of any customer, the bases and methods of identification of winners and any dates in connection with the Promotion and the Promotion period. OANDA shall not, to the extent permitted by law, be liable for any claims, costs, expenses, loss or damage suffered by any person as a result of the aforementioned matters.
- 3.7. OANDA shall not, to the extent permitted by law, be liable for any claims, costs, expenses, loss or damage suffered by any person as a result of the aforementioned matters.
- 3.8. Any dispute or situation not covered by these Terms will be resolved by our management in a manner it deems to be the fairest to all concerned, and that decision shall be final and/or binding on all entrants. No correspondence will be entered into.
- 3.9. This Promotion will be governed by the laws of the British Virgin Islands and the courts of the British Virgin Islands shall have the exclusive jurisdiction over any matter or dispute arising from this Promotion.
- 3.10. If any term of these Promotion Terms is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Terms and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 3.11. If these Terms are translated into a language other than English, then the English version of the Terms shall prevail where there is an inconsistency.

© 1996 - 2021 OANDA Corporation. All rights reserved. "OANDA", "fxTrade" and OANDA's "fx" family of trademarks are owned by OANDA Corporation. All other trademarks appearing on this Website are the property of their respective owners.