

## **Terms & Conditions governing the Customer Bonus Promotion**

The following terms and conditions apply to the Customer Bonus Promotion (the “**Promotion**”) offered to account holders of OANDA Global Markets Limited, a company incorporated in the British Virgin Islands.

By participating in the Promotion, each participant agrees to observe and be bound by these terms and conditions and the general terms of business (including supplemental terms) that apply to their account (the “**Terms of Business**”), as well as by any relevant policy issued by OANDA from time to time (collectively, the “**Promotion Terms**”). OANDA reserves its absolute rights to revise and amend these Terms without prior notice. In case of disputes, the interpretations, and decisions of OANDA shall be final and binding on all participants.

### **1. Eligibility and Promotion Period**

- 1.1 The Promotion is offered by OANDA Global Markets Limited (“**OANDA**,” “**we**” or “**us**”); clients of other OANDA entities are not eligible.
- 1.2 The Promotion is only open and available to OANDA account holders, who have not made any deposits prior to 18th July 2023.
- 1.3 All account applications are subjected to OANDA’s new account requirements and must meet the approval criteria in order to be eligible for this Promotion.
- 1.4 Employees of OANDA (or any other company within the OANDA group, as determined by OANDA in its absolute discretion) 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. This Promotion is also not open to employees of any other company engaged in direct competition with OANDA.
- 1.5 This Promotion is a stand-alone offer and cannot be used in conjunction with any other rebate, commission reduction, promotion or similar scheme offered by OANDA.
- 1.6 The Promotion is limited to one account per person and no multiple entries will be permitted. Multiple accounts from the same household may be barred from the Promotion.
- 1.7 Joint accounts or accounts which have a Power of Attorney in force will not be eligible for the Promotion.
- 1.8 Only individuals with full legal capacity, over eighteen (18) years of age, and not entities are eligible for this Promotion.
- 1.9 The Promotion has no set expiry date although when OANDA determines that the promotion will expire all clients will be given 30 days notice of the expiry. From the time of expiry ,no new Bonus payments will be made.
- 1.10 The Promotion is subject to a fair use policy and consequently OANDA has the right to withhold the Promotion if it has reasonable belief that there has been co-operation, collusion or organisation of trades from the same source, or if it has reasonable belief that the Promotion is being abused in any way.

### **2. Mechanics of the Promotion**

- 2.1 To qualify for the Promotion, account holders will need to make their first deposit to their account of at least USD 25 (or equivalent in another accepted currency, see FAQ for further details) on or after 18th July 2023.
- 2.2 Anyone who meets the above criteria and is not excluded under any of the Promotion Terms, shall be deemed a **“Qualifying Client”**. OANDA is entitled to ask for proof of eligibility.
- 2.3 OANDA will then immediately credit the Qualifying Client’s account with a welcome bonus of 50% of the initial deposit (**“Bonus”**).
- 2.4 The maximum Bonus amount is 5,000 USD per client, and not per sub-account or per trading account.
- 2.5 The deposit Bonus is only applicable to the Qualifying Client’s first deposit.
- 2.6 Only one Bonus will be paid per client. Once Qualifying Clients receive a Bonus, they will not be eligible to receive any further Bonus payments in respect of this offer.
- 2.7 The Bonus does not represent a commitment to make further payments in the future.
- 2.8 OANDA reserves the right to terminate and withdraw the Bonus on expiry of 30-days notice.
- 2.9 The Bonus will be removed within 60 seconds of the occurrence of any of the following events:
  - i) Any cash withdrawals are initiated on the account; or
  - ii) The cash balance on the account, plus unrealised profit and loss on open positions, falls to less than 50% of the Bonus (this means that, for example, an initial deposit of USD 1,000 resulting in a USD 500 Bonus, will have the Bonus removed once the cash balance on the account plus unrealised profit and loss on open positions falls to less than USD 250); or
  - iii) Expiry of 30-day notice period that the Bonus is to be terminated.
  - iv) Immediate removal at our discretion if any client is found to be in contravention of these terms and conditions.
- 2.10 The removal of the Bonus may result in an immediate margin closeout situation should the cash balance on the account plus unrealised profit and loss on open positions be less than 50% of the margin required to maintain the open positions; in accordance with the Terms of Business which govern the operation of all accounts.
- 2.11 The Bonus is non-transferable, and no cash alternative is available. No Bonus transfer, assignment or substitution by Qualifying Clients is allowed.
- 2.12 The Bonus can **only** be used for trading and may not be withdrawn.
- 2.13 If any restrictions apply to the Qualifying Client’s account, the Bonus will not be deposited until the restrictions have been lifted. The Qualifying Client’s account must not be closed in order for a Bonus to be credited.
- 2.14 OANDA will not be liable for any losses that may be incurred as a result of trading, including trading with the Bonus.
- 2.15 Qualifying Clients should read these Promotion Terms carefully in conjunction with the Terms of Business.

### 3. General

- 3.1 This Promotion must only be used for personal and non-commercial purposes.
- 3.2 OANDA reserves the right, at its discretion, at any time, without notice or assigning any reason therefore, to give the Bonus in the same currency as the deposited funds.
- 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 Bonus credit. No individual shall be entitled

to any payment or compensation from OANDA should any Bonus credit be forfeited or reclaimed.

- 3.4 In the event the first deposit is cancelled, clawed or charged back, returned from the bank for insufficient funds, fraud, or any other reason, the Qualifying Client will become ineligible for a Bonus and OANDA has the right to reclaim and remove any Bonus deposited to an account under this Promotion. OANDA reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process, the operation of the Promotion, or breaches the Promotion or account Terms of Business.
- 3.5 OANDA shall not be liable to any Qualifying Client or any other persons for any loss, taxes or damage arising in connection with the Promotion, including without limitation, any error, technical malfunction of the Internet or OANDA's trading platform, or any breakdown or malfunctions in any computer system, mobile application, downloadable software, or equipment including that of the Qualifying Client.
- 3.6 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 entered into.
- 3.7 OANDA reserves the right to cancel, revoke or withdraw the Promotion at any time in case of any suspected abuse of the Promotion by a participant.
- 3.8 OANDA may at any time at its sole and absolute discretion, without notice or assigning any reason therefore, terminate this Promotion, or delete, vary, supplement, amend, restrict, withdraw or modify any one or more of these Promotion Terms in such manner as OANDA shall think fit, including without limitation, the eligibility of any client, the bases and methods of identification of Qualifying Clients and any dates in connection with the Promotion and the Promotion period. Modifications and/or exceptions to these Promotion Terms are at OANDA's sole discretion, and its decision is final. OANDA is the sole arbiter of these Promotion Terms and any other issue arising under this Promotion.
- 3.9 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 this Promotion and its Terms.
- 3.10 Any dispute or situation not covered by these Promotion Terms will be resolved by OANDA's management in a manner it deems to be the fairest to all concerned, and that decision shall be final and/or binding on all parties. No correspondence will be entered into.
- 3.11 This Promotion will be governed by English laws and the English courts shall have exclusive jurisdiction over any matter or dispute arising from this Promotion.
- 3.12 Documents and information may be provided by OANDA in languages other than English at its discretion. In the event of a conflict or inconsistency between the English version of these Promotion Terms and that provided in any other language, the English version will prevail.
- 3.13 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.
- 3.14 Each Qualifying Client who successfully takes part in this Promotion is responsible for any and all taxes payable (if any) as a result of the deposit of the Bonus to their account, and therefore all Qualifying Clients should consult their tax advisers concerning the reporting of Bonus payments.

OANDA Global Markets Limited is a company registered in BVI number 2026433, and has its registered office at Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. It is authorised and regulated by the BVI Financial Services Commission, number: SIBA/L/20/1130.

18th July 2023