

## OANDA Global Markets Share CFD Bonus Promotion Terms & Conditions

Last updated: June 28 2023

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

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 (collectively, 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 the Promotion 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; clients of any other entity directly or indirectly controlling, controlled by, or under direct or indirect common control with OANDA (such entities, OANDA’s “**Affiliates**”) are not eligible. For purposes of this Section 1.1, “control” including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as applied to any entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.2 OANDA Account Holders who have not made any deposits to their OANDA account prior to April 1, 2023 are eligible for the Promotion. All account applications are subject to OANDA’s new account requirements and must meet the approval criteria in order to be eligible for the Promotion. Notwithstanding the foregoing, OANDA may from time to time, in its sole and absolute discretion, apply the Promotion to OANDA Account Holders who do not otherwise meet the eligibility requirement.
- 1.3 Employees of OANDA (or of OANDA’s Affiliates) and their immediate family members are not 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 organization or conduct of the Promotion, as determined by OANDA, are not eligible to participate in the Promotion. The Promotion is not open to employees of any company engaged in direct competition with OANDA. All determinations under this paragraph shall be made by OANDA in its sole discretion.
- 1.4 [Reserved].
- 1.5 At OANDA’s sole and absolute discretion, the Promotion may be used in conjunction with other rebates, commission reductions, promotions or similar schemes offered by OANDA.
- 1.6 The Promotion is limited to one account per person and multiple entries are not 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 natural persons having full legal capacity and who are over eighteen (18) years of age are eligible for this Promotion.

1.9 Qualified Applicants shall be accepted between April 1, 2023 and October 15, 2023. No new Qualified Applicants will be accepted after August 30, 2023.

1.10 To qualify for the Promotion, an eligible OANDA Account Holder must:

- a. register for the Promotion via email with their account executive or Relationship Manager
- b. deposit at least \$500 in the aggregate into their OANDA account by August 30, 2023 (the date such OANDA Account Holder’s deposits meet or exceed \$500, the “**Deposit Date**”); and
- c. meet the Minimum Trade Volume Requirement within forty-five (45) days of the Deposit Date.

Upon satisfaction of the criteria set forth above, an OANDA Account Holder shall be deemed a “**Qualified Applicant**”. Qualified Applicants should read these Promotion Terms carefully and reacquaint themselves with their account Terms of Business.

1.11 OANDA has the right to deny entry to the Promotion or terminate a participant’s participation in the Promotion if it reasonably believes that there has been co-operation, collusion or organisation of trades from the same source, or if it reasonably believes that the Promotion is being abused in any way.

## 2. Mechanics of the Promotion

2.1 A Qualified Applicant will be eligible to receive a bonus (“**Bonus**”) if (i) the aggregate amount of all deposits made into such Qualified Applicant’s OANDA account (each a “**Qualified Deposit**”) is equal to or is greater than \$500; and (ii) the trade volume of such account within a given calendar month is at least (a) an aggregate notional amount of \$100,000 in contracts-for-difference (“**CFDs**”) over equity shares or (b) an aggregate notional amount of \$1,000,000 in any other Products. The amount of such Bonus shall be calculated based on the aggregate amount of Qualified Deposits and the Qualified Applicant’s trade volume within forty-five (45) days of the Deposit Date. Please see the below table for further information on the requirements and parameters to receive a Bonus. All amounts are in USD or the equivalent value in the account’s nominated currency:

Deposit amount	Minimum Trade Volume Requirement	Bonus
\$500 - \$9,999.99	\$100,000.00 in share CFDs <u>OR</u> \$1,000,000.00 in any other Products	For Qualified Applicants with a Deposit Date in the month of <u>April or May, 2023</u> , an account credit (a “ <b>Credit</b> ”) equal to:  (a) the value of one (1) share of Apple Inc. as listed on the NASDAQ Global Select Market with International Securities Identification Number US0378331005 (an “ <b>Apple Share</b> ”),  <u>PLUS</u>

Deposit amount	Minimum Trade Volume Requirement	Bonus
		<p>(b) a Buy Position in a CFD on one (1) Apple Share.</p> <p>For Qualified Applicants with a Deposit Date in the month of <u>June, 2023</u>, a Credit equal to:</p> <p>(a) the value of one (1) share of Tesla, Inc. as listed on the Nasdaq Global Select Market with International Securities Identification Number US88160R1014 (a “<b>Tesla Share</b>”),</p> <p><u>PLUS</u></p> <p>(b) a Buy Position in a CFD on one (1) Tesla Share.</p> <p>For Qualified Applicants with a Deposit Date in the month of <u>July or August, 2023</u>, a Credit equal to:</p> <p>(a) the value of two (2) shares of Coinbase Global, Inc. as listed on the Nasdaq Global Select Market with International Securities Identification Number US19260Q1076 (each, a “<b>Coinbase Share</b>”)</p> <p><u>PLUS</u></p> <p>(b) a Buy Position in a CFD on two (2) Coinbase Shares.</p>
\$10,000+	\$200,000.00 in share CFDs <u>OR</u> \$5,000,000 in any other Products	<p>For Qualified Applicants with a Deposit Date in the month of <u>April or May, 2023</u>, a Credit equal to:</p> <p>(a) the value of three (3) Apple Shares,</p> <p><u>PLUS</u></p>

Deposit amount	Minimum Trade Volume Requirement	Bonus
		<p>(b) a Buy Position in a CFD on three (3) Apple Shares.</p> <p>For Qualified Applicants with a Deposit Date in the month of <u>June, 2023</u>, a Credit equal to:</p> <p>(a) the value of three (3) Tesla Shares,</p> <p><u>PLUS</u></p> <p>(b) a Buy Position in a CFD on three (3) Tesla Shares.</p> <p>For Qualified Applicants with a Deposit Date in the month of <u>July or August, 2023</u>, a Credit equal to:</p> <p>(a) the value of six (6) Coinbase Shares,</p> <p><u>PLUS</u></p> <p>(b) a Buy Position in a CFD on six (6) Coinbase Shares.</p>

- 2.2 The Bonus will be credited into the Qualified Applicant’s account within fourteen (14) days after the last calendar day of such month.
- 2.3 Trades can be made in any products offered by OANDA.<sup>1</sup>
- 2.4 [Reserved].
- 2.5 [Reserved].
- 2.6 Only one Bonus will be paid per Qualified Applicant. Once Qualified Applicants receive a Bonus, they will not be eligible to receive any further Bonus payments in respect of this Promotion.
- 2.7 The Bonus does not represent a commitment to make further payments in the future.
- 2.8 A Qualified Applicant may use the Credit for trading purposes or may immediately withdraw the Credit from the Qualified Applicant’s account as a cash withdrawal.

<sup>1</sup> Please note: Different currency pairs will have different notional values. The value of the trade is determined by the exchange rate between the base currency of a pair and the Qualified Applicant’s account currency.

- 2.9 A Qualified Applicant may close their Buy Position at any time once such Buy Position is opened as a part of the Bonus on such Qualified Applicant's account.
- 2.10 [Reserved].
- 2.11 The Bonus is non-transferable. No Bonus transfer, assignment or substitution by Qualified Applicants is allowed.
- 2.12 If any restrictions apply to the Qualified Applicant's account, the account will not qualify for a Bonus until the restrictions have been lifted. The Qualified Applicant's account must not be closed in order for a Bonus to be credited.
- 2.13 OANDA will not be liable for any losses that may be incurred as a result of trading, including trading with the Bonus.
- 2.14 Qualified Applicants should read these Promotion Terms carefully in conjunction with the Terms of Business.
- 2.15 All capitalized terms used in this Section 2 (including in the table above) but otherwise not defined herein shall have the meaning ascribed them in the Terms of Business.

### **3. General**

- 3.1 This Promotion must only be used for personal and non-commercial purposes. The Promotion registration page shall not be published or distributed publicly by Qualified Applicants.
- 3.2 By submitting their details and particulars to this Promotion, Qualified Applicants consent to OANDA using such information and contacting them in connection with marketing efforts of OANDA and/or its sponsor(s).
- 3.3 Unless otherwise provided, all references to currency, monetary values and dollars set forth herein shall mean United States dollars or the equivalent value in another currency. Such equivalent value shall be determined by OANDA in its sole and absolute discretion.
- 3.4 OANDA reserves the right, at its discretion, at any time, without notice or assigning any reason therefore, to provide the Bonus in the same currency as the Qualified Deposits.
- 3.5 If OANDA subsequently discovers that a participant 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 account credit be forfeited or reclaimed.
- 3.6 In the event any Qualified Deposit is cancelled, clawed or charged back, returned from the bank for insufficient funds, fraud, or any other reason, the Qualified Applicant will become ineligible for a Bonus and OANDA has the right to reclaim and withdraw all or any portion of a Bonus deposited to an account under this Promotion. OANDA reserves the right in 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 Terms, including the Terms of Business.
- 3.7 OANDA shall not be liable to any Qualified Applicant or any other person 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 a Qualified Applicant.

- 3.8 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.
- 3.9 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.
- 3.10 OANDA may at any time in 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 the 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 Qualified Applicants and any dates in connection with the Promotion and the Promotion period. Modifications and/or exceptions to the 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.
- 3.11 OANDA shall not be liable for any claims, costs, expenses, losses or damages suffered by any person as a result of this Promotion and the Promotion Terms.
- 3.12 Any dispute not covered by the Promotion Terms will be resolved by OANDA in a manner it deems to be the fairest to all concerned, and that decision shall be final and/or binding on all parties.
- 3.13 The Promotion Terms are governed by English law and the English courts shall have exclusive jurisdiction over any matter or dispute arising from the Promotion and the Promotion Terms.
- 3.14 If any term of the 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.
- 3.15 If these Promotion Terms are translated into a language other than English, then the English version of the Promotion Terms shall prevail where there is an inconsistency.
- 3.16 Each Qualified Applicant 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 Qualified Applicants should consult their tax advisers concerning the reporting of Bonus payments.

Risk Warning: Leveraged trading in foreign currency contracts or other off-exchange products on margin carries a high level of risk and may not be suitable for everyone. We advise you to carefully consider whether trading is appropriate for you in light of your personal circumstances. You may lose more than you invest. Information on this website is general in nature. We recommend that you seek independent financial advice and ensure you fully understand the risks involved before trading. Trading through an online platform carries additional risks. Refer to our website's legal section.

OANDA Global Markets Limited is a company registered in the British Virgin Islands under 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.

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