

**Promo  
Terms & Conditions**

**2023 OANDA Australia's TradingView Promotion**

The following terms and conditions shall apply to the 2023 OANDA Australia Pty Ltd ("OANDA") Promotion ("Promotion") offered to new and existing account holders of OANDA Australia Pty Ltd, ABN 26 152 088 349 and regulated by the Australian Securities and Investments Commission (ASIC) AFSL 412981 (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 ("Account Terms"), 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 Promotion Terms without prior notice.

**1. Eligibility and Promotion Period**

- 1.1. The Promotion is educational in nature.
- 1.2. OANDA will cover the costs of the yearly TradingView Essential Plan for OANDA clients participating in this Promotion (clients who meet the terms and conditions of the Promotion). TradingView Essential Plan includes, among other things, the following functionalities:
  - 1.2.1. 5 indicators per chart;
  - 1.2.2. 2 charts in one window;
  - 1.2.3. 20 server-side alerts;
  - 1.2.4. ad-free account;
  - 1.2.5. volume profile indicators;
  - 1.2.6. custom time intervals;
  - 1.2.7. multiple enhanced watchlists;
  - 1.2.8. bar replay on intraday bars;
  - 1.2.9. multi-monitor support in desktop app.
- 1.3. The Promotion is offered by OANDA as the sole organizer of the Promotion.
- 1.4. The Promotion is only open and available to OANDA Australia Pty Ltd. Clients of other OANDA group entities are not eligible. OANDA clients or participants are understood as:
  - (i) natural persons who currently have a live trading account at OANDA and wish to use the TradingView Pro Plan (current OANDA clients) or
  - (ii) natural persons who are eligible to open a live trading account at OANDA during the Promotion period and wish to use TradingView Pro Plan (new OANDA clients).

- 1.5. The Promotion is restricted to one account per person and no multiple entries will be permitted.
- 1.6. Joint accounts or accounts which have a Power of Attorney in force will not be eligible for the Promotion.
- 1.7. Only individuals and not entities are eligible for the Promotion.
- 1.8. To qualify for the Promotion, OANDA clients will need to:
  - 1.8.1. hold a appropriately funded and actively traded account at OANDA;
  - 1.8.2. pay for the 12 months subscription at TradingView (TradingView Essential Plan);
  - 1.8.3. send an e-mail with a payment receipt to e-mail address [sales-anz@oanda.com](mailto:sales-anz@oanda.com) for verification by OANDA.
- 1.9. This Promotion is not open to employees of any other company engaged in direct competition with OANDA.
- 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 if it has reasonable belief that the Promotion is being abused in any way.

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

- 2.1. OANDA clients who wish to participate in the Promotion need to apply for the 12 months TradingView Essential Plan package at [TradingView.com](https://TradingView.com) website.
- 2.2. OANDA clients who have already purchased the 12 months TradingView Essential Plan elsewhere, can submit a request to [sales-anz@oanda.com](mailto:sales-anz@oanda.com) in order to obtain reimbursement for the 12 months TradingView Pro + Plan package. OANDA will reimburse the difference in price between TradingView Pro + Plan and the TradingView Essential Plan.
- 2.3. Participants must forward proof of payment to the designated email address in order to obtain reimbursement. The TradingView Essential Plan or TradingView Plus Plan payment confirmation must be dated after the date that a live trading account has been approved by OANDA for an eligible participant.
- 2.4. The maximum cost of TradingView Essential Plan package reimbursed by OANDA is USD \$155.40.
- 2.5. The maximum cost of TradingView Plus Plan package reimbursed by OANDA is USD \$144.00.
- 2.6. Once the correct proof of payment is provided, eligible clients will be reimbursed on their live trading account at OANDA within 14 working days.
- 2.7. There will be no restriction on the withdrawal of the reimbursed funds.
- 2.8. The Promotion expires at the end of 2023.
- 2.9. To qualify for the Promotion reimbursement requests must be received at [sales-anz@oanda.com](mailto:sales-anz@oanda.com) by 11:59 pm AEDT time on 31st December 2023.

- 2.10. Only one refund of costs will be paid per client. Once participants receive a refund of costs, they will not be eligible to receive any further payments in respect of this Promotion.
- 2.11. The refund of costs indicated above does not represent a commitment to make further payments in the future.
- 2.12. The refund of costs indicated above is not transferable.
- 2.13. If any restrictions apply to the participant account at OANDA, the account will not qualify for a payment in respect of this Promotion. The account must not be closed in order for reimbursed funds 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 reimbursed funds.

### **3. General**

- 3.1. Any complaints in relation to the Promotion may be submitted by participants in accordance with the Account Terms and Dispute Resolution Policy.
- 3.2. This Promotion must only be used for personal and non-commercial purposes.
- 3.3. The Promotion registration page should not be published or distributed publicly, by anyone other than OANDA.
- 3.4. DELETED
- 3.5. If, after a reimbursement credit has been applied, OANDA discovers that an individual is 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 account credit be forfeited or reclaimed.
- 3.6. OANDA shall not be liable to any account holder 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 any breakdown or malfunctions in any computer system, mobile application, downloadable software, or equipment.
- 3.7. Each participant who successfully takes part in this Promotion is responsible for any and all taxes payable (if any) as a result of the reimbursement of the costs to their account, and therefore all participants should consult their tax advisers concerning the reporting of payments.
- 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.
- 3.10. 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 participants 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.

- 3.11. This Promotion will be governed by the laws of New South Wales, Australia.
- 3.12. 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.
- 3.13. 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

#### **4. Data protection**

- 4.1. Personal data of the Qualifying Participant will be processed in accordance with applicable data protection laws.
- 4.2. Personal data will be processed for the purposes of conducting activities related to the organization, conduct, service and settlement of the Program, conduct electronic communication, for billing and archiving purposes. Personal data will be processed until the completion of the objectives set out above or prior withdrawal of consent to the processing of personal data by participants (in a situation where the consent is deemed appropriate basis for data processing).
- 4.3. For more information on how OANDA processes your data, please see our Privacy Policy available at [oanda.com](https://oanda.com).

CFDs are complex financial products and come with a high risk of losing money. 75.4% of retail client accounts lose money trading CFDs with this provider. You should consider whether you can afford to take the high risk of losing your money.

Review Date	Reviewed by	Amendments	Version #	Comments
01.04.2023	Anthony Griffin	New Document	1	
26.06.2023	Rafal Slon	New Section 1.8.1	2	
21.09.2023	Rafal Slon	Changed the names of packages from Pro and Pro + to Essential and Plus Removed 30-day trading criteria in 1.8.1	3	TradingView updated the names of their packages to Essential, Plus and Premium