

## 2023 OANDA WELCOME BONUS PROMOTION TERMS & CONDITIONS

These terms and conditions shall apply to the 2023 OANDA Welcome Bonus Promotion (the “**Promotion**”) which is offered to new account holders (subject to eligibility criteria set forth below) of OANDA Corporation, a Delaware corporation having its principal place of business in New York, NY, and of OANDA (Canada) Corporation ULC, incorporated in Alberta with its principal place of business in Toronto, Canada, (together, “**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 (together with the Terms of Business, the “**Promotion Terms**”). OANDA reserves its absolute right to revise and amend these 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

- 1.1 The Promotion is offered to new account holders only; existing account holders (those with an account opened prior to September 6, 2023) are ineligible for this Promotion.
- 1.2 The Promotion is offered by OANDA Corporation and OANDA (Canada) Corporation ULC and is only open to account holders of either of these two entities; clients of any other entity directly or indirectly controlling, controlled by, or under direct or indirect common control with OANDA (such entities, “**OANDA Group Affiliates**”) are not eligible.
- 1.3 Employees of OANDA and OANDA Group Affiliates 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 organization or conduct of the Promotion 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.
- 1.4 This Promotion is a stand-alone offer and cannot be used in conjunction with the Elite Trader Program (Premium account offering) or any other rebate, commission reduction, promotion or similar offering of OANDA.
- 1.5 The Promotion is limited to one account per person and no multiple entries will be permitted. Multiple accounts from the same household, including any household member who previously received a welcome bonus or similar promotion from OANDA, will be barred from the Promotion.
- 1.6 Joint accounts or accounts that have a power of attorney in force authorizing one or more third parties to trade on an account holder’s behalf are not eligible for the Promotion.
- 1.7 Only natural persons over eighteen (18) years of age and with full legal capacity are eligible for this Promotion.
- 1.8 All eligibility requirements set forth under this paragraph 1 shall be subject to review by OANDA and any determination shall be made by OANDA in its sole discretion.

2. **Promotion Timing.** The Promotion begins on 23<sup>rd</sup> of October 2023 at 4am New York Time (the “**Promotion Start Date**”) and ends on 31<sup>st</sup> of January 2024 at 6.59pm New York Time (the “**Promotion End Date**”). The OANDA system used to record the time of trade execution is the official method for determining timing of the period from Promotion Start Date to Promotion End Date (the “**Promotion Period**”).

### 3. Entry Requirements

- 3.1 To qualify for the Promotion, account holders determined by OANDA to be eligible under paragraph 1 who have met the timing requirements under paragraph 2 must complete all of the tasks listed below:
- a) register for the Promotion through <https://www.oanda.com/us-en/welcome/> or <https://www.oanda.com/ca-en/bonus/> or a website sponsored by an introducing broker or marketing partner of OANDA's;
  - b) deposit an Initial Deposit Amount of at least the minimum amount for either the Tier 1 or Tier 2 Promotion Entry Level (as set forth in paragraph 4.1) and maintain such amount in their account for at least thirty (30) days from the Promotion Start Date; and
  - c) meet the Minimum Notional Trading Volume Requirements (set forth in paragraph 3.2) prior to the Promotion End Date.
- 3.2 The Minimum Notional Trade Volume Requirements are as follows: One or more trades (subject to potential risk of loss) must be executed by the account holder in an amount of at least the Minimum Notional Trade Volume for either the Tier 1 or Tier 2 Promotion Entry Level (as set forth in paragraph 4.1) during the Promotion Period.
- 3.3 An account holder who meets the requirements of paragraph 3.1 and 3.2 shall be deemed a **"Qualifying Applicant"**.

**QUALIFYING APPLICANTS SHOULD READ THESE PROMOTION TERMS CAREFULLY INCLUDING THE TERMS OF BUSINESS APPLICABLE TO THEIR ACCOUNT, PRIOR TO ACCEPTING ANY WELCOME BONUS (AS SET FORTH IN PARAGRAPH 4).**

- 3.4 OANDA expects that all entrants will participate in its bonuses and promotional offerings fairly so that our other customers may also enjoy OANDA's services. Therefore, this Promotion is subject to a fair use policy and consequently OANDA has the right to withhold the benefits of the Promotion if it has reasonable belief that there has been unfair or abusive conduct in breach of the Promotion Terms. Examples of conduct that will be considered unfair or abusive include, without limitation:
- a) co-operation, collusion or organization of trades from the same source;
  - b) using minimal stop-loss or take-profit levels for the sole purpose of meeting the Minimum Notional Trade Volume Requirements set forth in paragraph 3.2;
  - c) obviating the eligibility requirements of paragraph 1;
  - d) concealing one's country of residence in order to access a promotion or bonus that is not available in the entrant's country of residence; and
  - e) any sharing of this Promotion via email, social media etc. with unintended recipients outside of authorized promotional distribution channels.
- 3.5 All determinations under this paragraph 3 shall be made by OANDA in its sole discretion.

**4. Mechanics of the Promotion**

- 4.1 Qualifying Applicants will be eligible to receive a bonus (a **"Welcome Bonus"**) based on their Initial Deposit Amount and meeting the Minimum Notional Trade Volume Requirement corresponding to the Promotion Entry Level (Tier 1 or Tier 2) as set forth below. All amounts are in USD or the equivalent value depending on the nominated currency of the Qualifying Applicant's OANDA account:

Promotion Entry Level	Initial Deposit Amount (USD)	Minimum Notional Trade Volume (USD)	Welcome Bonus (USD)
Tier 1	\$1500 to \$49,999.99	\$100,000.00	\$ 500.00
Tier 2	\$50,000+	\$50,000,000.00	\$ 10,000.00

- 4.2 Trades can be made in any currency pairs offered by OANDA and, for purposes of determining the Minimum Notional Trade Volume, different currency pairs will have different notional values. For example, one (1) lot (i.e., 100,000 units) of EUR/USD will have a notional value of approximately USD 117,000 to open and approximately USD 117,000 to close; thus, a “roundtrip” of one (1) lot of EUR/USD will have a notional trade volume of approximately USD 234,000. Note: The value of the trade is determined by the exchange rate between the base currency of a currency pair and the nominated currency of the Qualifying Applicant’s OANDA account.
- 4.3 The Welcome Bonus corresponding to the Qualifying Applicants Promotion Entry Level will be credited to the Qualifying Applicant’s OANDA account sixty (60) days after the requirements set forth in paragraph 3.2 are met. Thereafter, the Welcome Bonus may be used for trading or withdrawn from the Qualifying Applicant’s OANDA account.
- 4.4 Only one Welcome Bonus will be paid to the Qualifying Applicant. Following payment of a Welcome Bonus, a Qualifying Applicant will not be eligible to receive any further payments in respect of this Promotion. The Welcome Bonus is non-transferable, and no cash alternative is available. No transfer, assignment or substitution of the Welcome Bonus by Qualifying Applicants is permitted.
- 4.5 If any restrictions apply to the Qualifying Applicant’s OANDA account, the Qualifying Applicant will not receive a Welcome Bonus until the restrictions have been lifted.
- 4.6 The Qualifying Applicant’s account must remain open in order for a Welcome Bonus to be credited.
- 4.7 OANDA will not be liable for any losses that may be incurred as a result of trading including trading with any amount credited as a Welcome Bonus.

## 5. General

- 5.1 This Promotion is solely for personal purposes and any non-commercial use is strictly prohibited. The Promotion registration page on any designated website is intended for eligible clients of OANDA and should not be published or distributed publicly.
- 5.2 By submitting their details and particulars for this Promotion, Qualifying Applicants consent to OANDA using such information and contacting them for the marketing efforts of OANDA and/or its sponsor(s). Qualifying Applicants must inform OANDA if they do not wish to receive such information by contacting OANDA’s Customer Service Team.
- 5.3 OANDA reserves the right, at its sole discretion and at any time without notice or assigning any reason therefore, to make the Welcome Bonus payment in the same currency as the Qualifying Applicant used to fund their Initial Deposit Amount.
- 5.4 OANDA reserves the right to review a Qualifying Applicant’s eligibility to participate in the Promotion (see paragraph 1.8). If OANDA determines, in its sole discretion, that the Qualifying Applicant has breached the Promotion Terms, OANDA may reverse any Welcome Bonus credited to the Qualifying Applicant’s account. In such cases, a Qualifying Applicant shall not be entitled to any payment or compensation from OANDA for any Welcome Bonus that has been forfeited or reclaimed under this paragraph 6.4.

- 5.5 In the event that any of the Initial Deposit Amount funds are cancelled, clawed or charged back, returned from the bank for insufficient funds, fraud, or any other reason, the Qualifying Applicant will become ineligible for a Welcome Bonus. In such cases, OANDA has the right to reclaim and remove any Welcome Bonus deposited to a Qualifying Applicant's 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 Terms including any applicable account Terms of Business.
- 5.6 OANDA shall not be liable to any account holder or any other persons for any loss, taxes or damages 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 Qualifying Applicant.
- 5.7 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 and thereafter no correspondence(s) will be entered into.
- 5.8 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.
- 5.9 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 thinks fit, including without limitation, the eligibility of any client, the bases and methods of identification of Qualifying Applicants and any dates in connection with the Promotion and the time period of the Promotion. Modifications and/or exceptions to these Promotion Terms are at OANDA's sole and absolute discretion. OANDA is the sole arbiter of these Promotion Terms and any other issue arising under this Promotion. OANDA shall not, to the extent permitted by law, be liable for any claims, costs, expenses, loss or damages suffered by any person as a result of this Promotion and its Promotion Terms.
- 5.10 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 binding on all parties. No correspondence(s) will be entered into.
- 5.11 This Promotion will be governed by the laws of the jurisdiction of the OANDA entity with which the Qualifying Applicant's account was opened (i.e., OANDA Corporation would be the laws of the State of New York and OANDA Canada ULC would be the laws of Canada and/or Ontario as applicable).
- 5.12 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.
- 5.13 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 any inconsistency.
- 5.14 Each Qualifying 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 Welcome Bonus to their account, and therefore all Qualifying Applicants should consult their tax advisers concerning the reporting of Welcome 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 at: <https://www.oanda.com/us-en/legal/> .***

OANDA Corporation is a registered Futures Commission Merchant and Retail Foreign Exchange Dealer with the Commodity Futures Trading Commission and is a member of the National Futures Association, No: 0325821.

OANDA (Canada) Corporation ULC is regulated by the Canadian Investment Regulatory Organization (CIRO).

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