

## **OANDA TECHNICAL ANALYSIS CHARTING SOFTWARE SUBSCRIPTION REIMBURSEMENT TERMS & CONDITIONS**

These terms and conditions shall apply to the OANDA Technical Analysis Charting Software Subscription Reimbursement (the “**Promotion**”) which is offered to actively trading account holders (subject to eligibility criteria set forth below) of OANDA Global Markets Limited, a British Virgin Islands company (“**OANDA**”). For purposes of this Promotion, an account holder will be considered “actively trading” to the extent they have placed at least one (1) trade in their live OANDA account within the last one hundred and eighty (180) days.

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 actively trading new account holders only.
- 1.2 The Promotion is offered by OANDA Global Markets Ltd. account holders only; 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. For purposes of this paragraph, the term “control” (including, with correlative meanings, the terms “controlling,” “controlled by,” and “under common control with”), as applied to any entity, shall mean 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.
- 1.3 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. All determinations under this paragraph shall be made by OANDA in its sole and absolute discretion.
- 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, spread or commission reduction,<sup>1</sup> promotion, or similar offering of OANDA, unless explicitly authorized in writing by OANDA.
- 1.5 The Promotion is limited to one account per household and no multiple entries will be permitted. Multiple accounts from the same household, including any household member who previously received a bonus or similar promotion (including a sweepstakes) sponsored by 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.

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<sup>1</sup> If you are currently receiving a spread or commission reduction affiliated with a previous offer but would like to find out how to become eligible to participate in the Promotion, please email [rm@oanda.com](mailto:rm@oanda.com).

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 and absolute discretion.

**2. Promotion Timing.** The Promotion begins on 1st February 2025(the “**Promotion Start Date**”) and ends on 30th April 2025(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, an account holder must meet the eligibility requirements under paragraph 1 and must complete all of the tasks listed below within the Promotion Period outlined in paragraph 2:

- a) register for the Promotion on a designated website: [\[LINK\]](#)
- b) open an OANDA account which must be in good standing;
- c) Pay for a 12-month subscription at TradingView (TradingView Essential Plan or TradingView Plus Plan); and
- d) Send an email with a payment receipt to email address [ogmsales@oanda.com](mailto:ogmsales@oanda.com) for verification by OANDA.

3.2 An account holder who meets the requirements of paragraph 3.1 shall be deemed a “**Qualifying Applicant**”.

#### **QUALIFYING APPLICANTS SHOULD READ THESE PROMOTION TERMS CAREFULLY INCLUDING THE TERMS OF BUSINESS APPLICABLE TO THEIR ACCOUNT.**

3.3 OANDA expects that all entrants will participate in its bonuses, coupons and other 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 or terminate a Qualifying Applicant’s participation in 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) obviating the eligibility requirements of paragraph 1;
- c) 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
- d) any sharing of this Promotion via email, social media etc. with unintended recipients outside of authorized promotional distribution channels.

3.4 All determinations under this paragraph 3 shall be made by OANDA in its sole and absolute discretion.

### **4. Mechanics of the Promotion**

4.1 OANDA clients who wish to participate in the Promotion need to apply for the 12-month

TradingView Essential Plan package at TradingView.com website.

- 4.2 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 within the Promotion Period [campaign period date].
- 4.3 The maximum cost of TradingView Essential Plan package to be reimbursed by OANDA is USD \$155.40.
- 4.4 The maximum cost of TradingView Plus Plan package to be reimbursed by OANDA is USD \$155.40.
- 4.5 Once the correct proof of payment is provided, eligible clients will be reimbursed on their live trading account at OANDA after approximately fourteen (14) calendar days.
- 4.6 There will be no restrictions on the withdrawal of the reimbursed funds.
- 4.7 The Promotion expires on the Promotion End Date.
- 4.8 To qualify for the Promotion reimbursement, requests must be received at [ogmsales@oanda.com](mailto:ogmsales@oanda.com) by 11:59 pm EDT time on 30th April 2025.
- 4.9 Only one refund of the cost of a TradingView plan 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.
- 4.10 The refund of costs indicated above does not represent a commitment to make further payments in the future.
- 4.11 The refund of costs indicated above is not transferable.
- 4.12 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.
- 4.13 OANDA will not be liable for any losses that may be incurred as a result of trading, including trading with the reimbursed funds.

## 5. General

- 5.1 This Promotion is solely for personal purposes and any commercial use is strictly prohibited. The Promotion registration page on any designated website is intended for eligible clients of OANDA and may only be published or distributed publicly by OANDA.
- 5.2 By submitting their details and particulars to 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 to review a Qualifying Applicant's eligibility to participate in the Promotion (see paragraph 1.9). If OANDA determines, in its sole and absolute discretion, that the Qualifying Applicant has breached the Promotion Terms, OANDA may reverse any coupon issued to the Qualifying Applicant. In such cases, a Qualifying Applicant shall not be entitled to any payment or compensation from OANDA for any coupon that has been forfeited or reclaimed under this paragraph 5.4.
- 5.4 OANDA reserves the right in its sole and absolute 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 (which includes any applicable account Terms of Business).
- 5.5 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.
- 5.6 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 and thereafter no correspondence(s) will be entered into.
  - 5.7 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.
  - 5.8 OANDA may at any time at its sole and absolute discretion, without notice or assigning any reason therefor, 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, and its decision shall be final. 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.
  - 5.9 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.
  - 5.10 The Promotion Terms 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) Corporation ULC would be the laws of Canada and/or Ontario, as applicable).
  - 5.11 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.
  - 5.12 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.
  - 5.13 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 coupon, and therefore all Qualifying Applicants should consult their own tax advisers concerning the reporting of any coupon.

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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