

**OANDA Australia
Professional Trader Welcome Bonus
Terms & Conditions**

The following terms and conditions shall apply to the Professional Trader Welcome Bonus Program (the “Program”) offered to new Professional Trader account holders of OANDA Australia Pty Ltd (“OANDA”).

By participating in the Program, each participant agrees to observe and be bound by these terms and conditions and the account terms of business (including supplemental terms) that apply to their account (collectively, the “Account Terms”), as well as by any relevant policy issued by OANDA from time to time (collectively, the “Program Terms”). OANDA reserves its absolute rights to revise and amend the Program 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 Program Period

- 1.1. The Program is open to Professional OAU customers who received OAU’s “Welcome Bonus offer” email or SMS from OANDA. All new Professional accounts are subjected to OAU’s new account requirements and must meet the Eligibility Criteria (Table 1) to qualify for this Program.
- 1.2. This Program is only valid for “Eligible Customers” defined as
 - a. New Professional Client
 - i. A client who applies and meets the criteria to open a Professional Trading Account with OAU, and is approved to trade in the account; and
 - ii. Receives an email or SMS invitation to participate in the offer
 - b. Existing Professional Client
 - i. A professional client that has a current account with OAU; and
 - ii. Receives an email or SMS invitation from OANDA to participate in the offer
- 1.3. Employees of OANDA or any other company within the OANDA group and their immediate family members (a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee’s spouse or de facto partner. It includes step-relations as well as adoptive relations) are not eligible to participate in the Program. 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 Program as determined by

OANDA, are not eligible to participate in the Program. This Program 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 discretion.

- 1.4. The Program is a stand-alone offer and cannot be used in conjunction with any other rebate, commission reduction, promotion or similar scheme offered by OANDA.
- 1.5. The Program is limited to one account per person and multiple entries are not permitted. Multiple accounts from the same household may be barred from the Program.
- 1.6. Joint accounts or accounts which have a Power of Attorney in force will not be eligible for the Program.
- 1.7. Only natural persons having full legal capacity and who are over eighteen (18) years of age are eligible for this Program.
- 1.8. The Program has no set expiry date; however, in the event that OANDA determines to terminate the Program, all participants will be given thirty (30) days notice of the expiry. Upon such expiry, no new Professional Trader Welcome Bonus payments will be made.
- 1.9. To qualify for the Program, eligible clients will need to:
 - 1.9.1. register for the Program on the dedicated landing page;
 - 1.9.2. deposit the minimum amount as per Tiers 1, 2 or 3; and
 - 1.9.3. meet the Minimum Trade Volume Requirement within 90 days of the initial account funding as per Tiers 1, 2 or 3.Anyone who meets the criteria above shall be deemed a "Qualifying Applicant". Qualifying Applicants should read these Program Terms carefully and acquaint themselves with their Professional Trader Account Terms .
- 1.10. The Program is subject to a fair use policy and consequently OANDA has the right to deny entry to the Program or terminate a participant's participation in the Program if it reasonably believes that there has been co-operation, collusion or organization of trades from the same source, or if it reasonably believes that the Program is being abused in any way.

2. Mechanics of the Program

- 2.1. "Qualifying Applicants" will be eligible to receive a Professional Trader Welcome Bonus ("Bonus") based on the amount of all deposits made within the first thirty (30) days of their first deposit (each a "Qualifying Deposit") and the corresponding Minimum Trade Volume Tier Requirement executed within ninety (90) days of the Qualifying Applicants initial funding, i.e if initial 30 deposits equal or exceed A\$50,000 you will need to meet any of the 3 Tiers volume requirement to receive a welcome bonus amount. For avoidance of doubt, a Qualifying Applicant's new deposit shall be

included as a Qualifying Deposit.

Example: If you deposit AUD 50,000 and your Total Volume during the qualifying period is USD 50 million, you will receive a bonus payment of AUD 5,000 (Tier 2 bonus).

Tiers	Deposit Amount (AUD) within 30 days of initial funding	Minimum Notional Trade Volume Requirement (USD) within 90 days of initial funding	Welcome Bonus (AUD)
#1	\$5,000 to \$29,999.99	\$20,000,000	\$2,000
#2	\$30,000.00 to \$49,999.99	\$50,000,000	\$5,000
#3	\$50,000.00 plus	\$100,000,000	\$10,000

2.2.The Professional Trader Welcome Bonus will be credited into the Qualifying Applicant's account if and when the minimum deposit amount is met and if and when the account's accumulated trading volumes exceed the corresponding 90 day minimum Trade Volume Requirement for Tier 1, Tier 2 or Tier 3 whichever is applicable based on the 30 day initial deposit amount.

2.3.A Qualifying Applicant will only be paid the Professional Trader Welcome Bonus based on meeting either the criteria for Tier 1, Tier 2 or Tier 3.

2.4.The Professional Trader Welcome Bonus is only applicable to the Qualifying Applicant's Qualifying Deposits.

2.5.The maximum Professional Trader Welcome Bonus amount is AUD10,000.

2.6.Only one Professional Trader Welcome Bonus will be paid per Qualifying Applicant.

Once Qualifying Applicants receive a Professional Trader Welcome Bonus, they will not be eligible to receive any further bonus payments in respect of this Program.

2.7.The Professional Trader Welcome Bonus does not represent a commitment to make further payments in the future.

2.8.The Professional Trader Welcome Bonus is non-transferable. No bonus transfer, assignment or substitution by Qualifying Applicants is allowed.

2.9.If any restrictions apply to the Qualifying Applicant's account, the account will not qualify for a Professional Trader Welcome Bonus until the restrictions have been lifted. The Qualifying Applicant's account must not be closed in order for a bonus to be credited.

- 2.10. OANDA will not be liable for any losses that may be incurred as a result of trading, including trading with the Bonus.
- 2.11. Qualifying Applicants should read these Program Terms carefully in conjunction with the Account Terms.

3. General

- 3.1. This Program must only be used for personal and non-commercial purposes.
- 3.2. By submitting their details and particulars to this Program, 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.
- 3.3. 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 Qualifying Deposits.
- 3.4. 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.
- 3.5. In the event any Qualifying Deposit is canceled, clawed or charged back, returned from the bank for insufficient funds, fraud, or any other reason, the Qualifying Applicant will become ineligible for a Professional Trader Welcome Bonus and OANDA has the right to reclaim and withdraw all or any portion of a Professional Trader Welcome Bonus deposited to an account under this Program. 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 Program, or breaches the Program Terms, including the Account Terms.
- 3.6. OANDA shall not be liable to any Qualifying Participant or any other person for any loss, taxes or damage arising in connection with the Program, 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.
- 3.7. The decision of OANDA on all matters relating to the Program shall be final and binding on all participants and any other persons, including, without limitation, any decision to cancel or suspend the Program.
- 3.8. OANDA reserves the right to cancel, revoke or withdraw the Program at any time in case of any suspected abuse of the Program by a participant.
- 3.9. OANDA may at any time in its sole and absolute discretion, without notice or assigning any reason therefore, terminate this Program, or delete, vary, supplement, amend,

restrict, withdraw or modify any one or more of the Program 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 Applicants and any dates in connection with the Program and the Program period. Modifications and/or exceptions to the Program Terms are at OANDA's sole discretion, and its decision is final. OANDA is the sole arbiter of these Program Terms and any other issue arising under this Program.

- 3.10. OANDA shall not be liable for any claims, costs, expenses, losses or damages suffered by any person as a result of this Program and the Program Terms.
- 3.11. 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.
- 3.12. If any term of the Program 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 Program Terms are translated into a language other than English, then the English version of the Program Terms shall prevail where there is an inconsistency.
- 3.14. Each Qualifying Applicant who successfully takes part in this Program is responsible for any and all taxes payable (if any) as a result of the deposit of the Professional Trader Welcome Bonus to their account, and therefore all Qualifying Applicants should consult their tax advisers concerning the reporting of Professional Trader Welcome Bonus payments.

4. Data Protection

- 4.1. Personal data of the Qualifying Applicant 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, and in particular to award the Professional Trader Welcome Bonus, 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 Eligible Respondent (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.

CFDs are complex financial products and come with a high risk of losing money. 75% 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.

OANDA Australia Pty Ltd is regulated by the Australian Securities and Investments Commission ASIC (ABN 26 152 088 349, AFSL No. 412981) and is the issuer of the products and/or services on this website. It's important for you to consider the current [Financial Service Guide](#) (FSG), [Product Disclosure Statement](#) ('PDS'), [Target Market Determination Policy](#), [Account Terms](#) and any other relevant [OANDA documents](#) before making any financial investment decisions.