



**MEMBER OF TRADING POINT GROUP**

# **TERMS AND CONDITIONS MOTOGP PROMOTION**

## TERMS AND CONDITIONS - MOTOGP PROMOTION

### A. Introduction

1. XM Global Limited operating under the trading name XM is a Securities Service Provider Licensee regulated and authorised by the Financial Services Commission ("FSC") in Belize (hereinafter called the "Company" or "XM").
2. The "**MotoGP Promotion**" (hereinafter the "**Promotion**") Terms and Conditions is an integral part of the "**XM Business Terms and Policies**" and provisions set herein are considered as an annex of all "**XM Business Terms and Policies**".

### B. Conditions of Eligibility

1. Subject to, and without prejudice to, all other Business Terms and Policies, the offer is available to XM Clients who have satisfied the Eligibility Criteria for the "**Promotion**" ("**Eligible Clients**") as set out in the sections following hereinafter.
2. The "**Promotion**" is available **only** for existing and new clients of XM residing in Indonesia.
3. The "**Promotion**" is valid for the period **4<sup>th</sup> of July 2023 - 31<sup>st</sup> of July 2023** ("**Promotional Period**").
4. Subject to Section B.2 above, the "**Promotion**" is available to all existing and new clients of XM who during the "**Promotional Period**":
  - have at least one (1) verified XM real trading account, with any base currency;
  - have a minimum amount of USD 200 (or currency equivalent) as balance, in their XM real trading account upon registration; and
  - trade as follows:
    - at least two (2) standard round turn lots (or 200 micro round turn lots) on Forex, Gold or Silver and get one (1) participation ticket for the Lucky Draw,
    - with every one (1) additional standard round turn lot (100 micro round turn lots) traded on Forex, Gold or Silver get one (1) extra participation ticket for the Lucky Draw.
5. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the "**Promotion**". Without limiting the foregoing, participation in the "**Promotion**" is not allowed for persons under the age of 18 or otherwise under legal age in their country of residence ("**minors**"). **If you are a minor, you may not participate in the "Promotion"**.
6. Each participant agrees that by registering for the "**Promotion**" they express their free, prior and informed consent for the Company to process any personal data which they provide while registering. The data is collected and processed only to such extent, which is necessary to administer and run the "**Promotion**". The Company shall disclose any data about registrants only to the extent stipulated in these terms and conditions. Each registrant has the right to withdraw their consent for processing of personal data at any time. However, such a withdrawal may at the reasonable discretion of the Company result in the disruption, suspension or termination of the participant's registration in the "**Promotion**".
7. The "**Promotion**" is permitted for the real accounts of a single client using a unique IP address. Multiple registrations of real accounts from the same IP address are not permitted.
8. Participation of "**Intermediaries/Related Parties**" in the "**Promotion**" is prohibited. If the registration and / or trading data of a participant in the "**Promotion**" corresponds with the registration and / or trading information, including but not limited to IP address, of another participant in the "**Promotion**", XM reserves the right to regard this matching as a reason for immediate disqualification. For the purposes hereof, the term "**Intermediary(ies)/Related Party(ies)**", when used in these Terms & Conditions, unless the context otherwise requires, shall mean to include any person or entity

bearing a relationship with any participant in the “**Promotion**”, including, without limitation:

- a) family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;
- b) person or entity, whom any participant in the “**Promotion**”, directly or indirectly,

through one or more intermediaries, controls, or whom, directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with any participant in the “**Promotion**”; for purposes of this definition, the term “**control**” (including, with correlative meaning, the terms “**controlled by**” and “**under common control with**”), as used with respect to any participant in the “**Promotion**”, shall mean the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such person or entity, whether through ownership of voting securities or otherwise.

9. Similarly, persons associated in any manner whatsoever with XM and/or with the specific websites and/or social network sites on which XM may be running from time to time certain specific promotions, contests and/or surveys, in the context of which access to the “**Promotion**” is offered, are not allowed to participate in the offer.

### C. Specific “**Promotion**” Terms

#### Lucky Draw:

1. Eligible Clients who meet the eligibility conditions set in Sections B.2, B.3 and B.4 above, as well as all the eligibility and participation requirements set herein, will be able to participate in the Lucky Draw that will take place after the “**Promotional Period**” and get the chance to win the prizes, as described in the table below.

Prize Ranking	Total Number of winners	Eligibility and Participation Requirements	Prize
1 <sup>st</sup>	1	<ul style="list-style-type: none"> <li>• Have at least one (1) verified XM real trading account, with any base currency;</li> <li>• Have a minimum amount of USD 200 (or currency equivalent) as balance, in their XM real trading account upon registration; <b>and</b></li> <li>• Trade at least two (2) standard round turn lots (or 200 micro round turn lots) on Forex, Gold or Silver during the Promotional Period.</li> </ul>	<ul style="list-style-type: none"> <li>• Kawasaki NINJA ZX-25R ABS SE and Premium Grandstand Ticket</li> </ul>
2 <sup>nd</sup>	1	<ul style="list-style-type: none"> <li>• As above.</li> </ul>	<ul style="list-style-type: none"> <li>• Premium Grandstand Ticket and IDR 30,000,000 (or currency equivalent) as balance in the winner’s XM real trading account.</li> </ul>
3 <sup>rd</sup>	1	<ul style="list-style-type: none"> <li>• As above.</li> </ul>	<ul style="list-style-type: none"> <li>• Premium Grandstand Ticket and IDR 22,500,000 (or currency equivalent) as balance in the winner’s XM real trading account.</li> </ul>

4 <sup>th</sup> - 7 <sup>th</sup>	4	<ul style="list-style-type: none"> <li>As above.</li> </ul>	<ul style="list-style-type: none"> <li>Premium Grandstand Ticket and IDR 10,000,000 (or currency equivalent) as balance in the winner's XM real trading account.</li> </ul>
8 <sup>th</sup> - 15 <sup>th</sup>	8	<ul style="list-style-type: none"> <li>As above.</li> </ul>	<ul style="list-style-type: none"> <li>Standard Grandstand Ticket and IDR 5,000,000 (or currency equivalent) as balance in the winner's XM real trading account.</li> </ul>

- Eligible Clients will have the chance to enter the Lucky Draw during the “**Promotional Period**”.
- The latest date for entering the Lucky Draw is the 31<sup>st</sup> of July 2023.
- The fifteen (15) winners will be chosen via an electronic draw after the end of the “**Promotional Period**”, on the 7<sup>th</sup> of August 2023 and will be announced on the 21<sup>st</sup> of August 2023.
- The Lucky Draw winners will be notified via telephone and/or email by their account manager and/or post news as soon as possible after the draw has been conducted regarding the details of their prize. All reasonable attempts will be made to contact the winners, but if this cannot be achieved by the 7<sup>th</sup> of August 2023, the Company reserves the right to withdraw the prize entitlement and award the prize to an alternative winner selected following the same procedure (i.e., Lucky Draw).
- By accepting the terms and conditions of the “**Promotion**”, the winners who will win the prizes described in Section C.1 above agree and consent to taking photographs and making a testimonial, as may be requested by XM. The winners agree that XM has the right to use the images resulting from the photography/video filming to only such extent as stipulated in these terms and conditions. The latter may include, but is not limited to, XM's right to use the above-mentioned material for publication purposes on XM's website and social media. Each participant has the right to withdraw their consent for processing of personal data and the material mentioned above at any time. However, such a withdrawal may, at the reasonable discretion of XM, result in the removal of the winner's entitlement to the prizes.

#### D. Reservation of Rights and Disqualifications

- XM reserves the right, at its reasonable discretion, to reject the participation of any Eligible Client to the “**Promotion**”, if such Client engages in any prohibited trading activities, as described in XM's Terms and Conditions of Business, available at the following URL: <https://www.xm.com/legal-documents>.
- XM reserves the right, at its sole discretion, to decline registration of any participant in the “**Promotion**” and further reserves the right to disqualify any participant in the “**Promotion**” who tampers or attempts to tamper with the operation of the “**Promotion**” or breaches these terms and/or any of the “**XM Business Terms and Policies**” set forth on XM's Website. Under no circumstances shall XM be liable for any consequences of any bonus cancelation or decline, including, but not limited to, order(s) closure by Stop Out.
- Clients who provided incorrect or fraudulent details during the trading account registration will be disqualified from participating in the “**Promotion**”.
- All Eligible Clients are permitted to only one registration per one (1) unique IP address. Multiple registrations from the same IP are not permitted nor multiple registration with same personal details. In such a case, XM reserves the right to immediately exclude such persons from participating in the “**Promotion**”.
- XM reserves the right, at its reasonable discretion, to decline participation of any Eligible Client to the Lucky Draw and further reserves the right to prohibit any Eligible Client, who breaches these terms and/or any of the “**XM Business Terms and Policies**” set forth on XM's website at the following URL:

<https://www.xm.com/legal-documents>, from participating in the Lucky Draw and claiming the won prize. In these circumstances, XM shall not be liable for any consequences of the participation cancelation.

6. Eligible Clients who have been disqualified lose their right to claim the prize offered.
7. If any of "**Promotion**" terms were to be translated into a language other than English, then the English version of these terms shall prevail where there is an inconsistency.

**E. Risk Warning**

1. Forex and CFD trading involve a significant risk to your invested capital. Please read and ensure you fully understand our Risk Disclosure, available at XM's website.