



**MEMBER OF TRADING POINT GROUP**

**TERMS AND CONDITIONS  
XM COMPETITIONS  
PROGRAM**

## TERMS AND CONDITIONS - XM COMPETITIONS PROGRAM

### 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. These Terms and Conditions apply to the "**XM Competitions Program**" (hereinafter the "Program"), a Program held through the Company's Copy Trading Platform and they are 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**".
3. The Program is offered to the Company's clients who meet the eligibility criteria, as those are described in section B (Conditions of Eligibility) herein, and who, based on their trading performance and ranking, will earn various rewards and prizes.

### B. Conditions of Eligibility

1. Subject to, and without prejudice to, all other Business Terms and Policies, the Program is available to the Company's clients who have satisfied the Eligibility Criteria for the Program ("Eligible Clients") as set out in the sections following hereinafter.
2. Through the Program, several competitions are introduced from time to time. The competitions can be limited in duration (i.e., they will be valid for certain period intervals (as will be shown on the Copy Trading Platform).
3. The Company offers various types of competitions through the Program as explained in section C below. The Eligibility Criteria for all competitions can be found at section C below.
4. The Company, at its reasonable discretion, offers the Program to any clients and/or any countries/regions as it deems appropriate and for as long as the Company deems to provide it.
5. An existing client is a client who has registered a real and/or demo trading account before the commencement of the Program whereas, a new client is a client who has registered a real and/or demo trading account after the commencement of the Program.
6. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the Program. Without limiting the foregoing, participation in the Program 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 Program.
7. Each participant agrees that by registering for the Program 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 Program. 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 Program.
8. The Program is permitted for the real and demo accounts of a single client using a unique IP address. Multiple registrations of real and/or demo accounts from the same IP address are not permitted. Please refer to the eligibility requirements of each Program below.
9. Participation of "**Intermediaries/Related Parties**" in the Program is prohibited. If the registration and/or trading data of a participant in the Program corresponds with the registration and / or trading information, including but not limited to IP address, of another participant in the Program, 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 Program, 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 Program, 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 Program; 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 “Program”, 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.

10. 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 Program is offered, are not allowed to participate in the Program.
11. The competitions introduced by the Program might have multiple tiers. An Eligible Client may participate in different tiers using different trading accounts. However, it is not possible to participate in one tier with multiple trading accounts.

### C. Specific Program Terms

#### **Top Performer & Daily Challenge & Five-Day showdown & Seven-day showdown & Monthly Marathon Competitions (collectively the “Competitions”)**

1. Subject to section B.4. above, the **Competitions** are available to all new and existing clients of XM who at the time of entering the **Competitions**:
  - Have at least one (1) verified XM Standard or Ultra Low standard real trading account, with any base currency; and
  - Have a minimum equity of the amount specified in the relevant section on the Company’s Copy Trading Platform.
2. Subject to section C.1. above, the Eligible Clients have the right to participate in the **Competitions** with one real trading account only. Registration to the **Competitions** with multiple real trading accounts belonging to one client is not permitted. Particularly, one real trading account can be used for entering each of the **Competitions**.
3. Eligible Clients who meet the eligibility conditions set in Sections B. and C.1 above, as well as all the eligibility and participation requirements set herein, will be able to participate in the **Competitions** and get the chance to win the prizes, as described in the Company’s Copy Trading Platform under the relevant section “Competitions”.
4. Eligible clients will have the chance to participate in the **Competitions** during the “Competition Period” as this is shown in the Company’s Copy Trading Platform under the relevant section “Competitions”.
5. The winners will be chosen based on the trading performance of the real trading account which was used to enter the **Competitions**.
6. The prizes for the winners will amount to cash rewards which will be added as balance in the winners’ trading account used for entering the **Competitions**, after the end of the **Competitions**. The winners will be contacted via the official means of communication of the Company (i.e., telephone, email etc.) to be informed in relation their prize.

- Further to section C.5. above for the calculation of the trading performance for the **Competitions**, only the trading activity performed under the trading account used to enter the **Competitions** will be taken into account. That is, the trading activity performed in any other trading accounts registered under the same email address will not be taken into account.
- Subject to section C.7., the trading performance of Eligible Clients is calculated with the following formula:

$$Performance = \frac{EquityCurrent - EquityInitial + W - D}{EquityInitial + D}$$

Where:

- EquityCurrent = The Eligible Client's equity at every evaluation interval
  - EquityInitial = The Eligible Client's equity at the point of entering the **Competitions**
  - D = Deposits performed after joining the **Competitions** and during the **Competitions** period
  - W = Withdrawals performed after joining the **Competitions** and during the **Competitions** period
- At each evaluation interval which typically takes place every ten (10) minutes, the trading performance of all the Eligible Clients participating in the **Competitions** is calculated and subsequently the ranking is sorted in descending order. That is, the higher the trading performance, the higher the ranking.
  - Eligible Clients' trading performance which is zero (0) due to trading inactivity (i.e., no trades were placed during the **Competitions**) is excluded from the prizes, irrespective of the ranking.
  - Where two (2) or more Eligible Clients have the exact same trading performance and thus, the same ranking position, at the end of the **Competitions**, the prize will be shared equally among the Eligible Clients sharing the same ranking and trading performance.

### **Funded Account Manager Competition**

- Subject to section B.4. above, the **Funded Account Manager Competition** (the "Competition B") is available to all new and existing clients of XM who at the time of entering the **Funded Account Manager Competition**:
  - Have at least one (1) verified XM Standard or Ultra Low standard real trading account, with any base currency; and
  - Have a minimum equity of the amount specified in the relevant section on the Company's Copy Trading Platform.
- Subject to section C.12. above, the Eligible Clients have the right to participate in the **Funded Account Manager Competition** with one real trading account only. Registration to the **Funded Account Manager Competition** with multiple real trading accounts belonging to the same client is not permitted.
- Eligible Clients who meet the eligibility conditions set in Sections B. and C.12 above, as well as all the eligibility and participation requirements set herein, will be able to participate in the **Funded Account Manager Competition** and get the chance to win the prizes, as described in the Company's Copy Trading Platform under the relevant section "Competitions".
- Eligible clients will have the chance to participate in the **Funded Account Manager Competition** during the "Competition Period" as this is shown in the Company's Copy Trading Platform under the relevant section "Competitions".
- The winners will be chosen based on the trading performance of the real trading account which was used to enter the **Funded Account Manager Competition**.
- The prizes for the winners will amount to trading credit which will **not** be available for withdrawal; that

is, the trading credit will only be available for trading purposes.

18. For the purposes of section C.17., and in order to receive the trading credit, the winners must register a Copy Trading Manager account through the dedicated section in the Copy Trading Platform. Once the Copy Trading Manager account is successfully created, the winners will be contacted via the official means of communication of the Company (e.g., telephone, email etc.) and the trading credit will be added in their dedicated Copy Trading Manager account.
19. Further to section C.17. above, for the calculation of the trading performance for the **Funded Account Manager Competition**, only the trading activity performed under the trading account used to enter the Competition B will be taken into account. That is, the trading activity performed in any other trading accounts registered under the same email address will not be taken into account.

### **XM Demo Competition**

20. Subject to section B.4. above, the **XM Demo Competition** (the “Competition C”) is available to all new and existing clients of XM who at the time of entering the Competition C, have at least one (1) XM demo trading account.
21. Subject to section C.20. above, the Eligible Clients have the right to participate in the Competition C with one demo trading account **only**. Registration for the Competition C with multiple demo trading accounts belonging to the same client is **not** permitted.
22. Eligible Clients who meet the eligibility conditions set in Sections B. and C.20 above, as well as all the eligibility and participation requirements set herein, will be able to participate in the Competition C and get the chance to win the prizes, as described in the Company’s Copy Trading Platform under the relevant section “Competitions”.
23. Eligible clients will have the chance to participate in the Competition C during the **“Competition Period”** as this is shown in the Company’s Copy Trading Platform under the relevant section **“Competitions”**.
24. The winners will be chosen based on the trading performance of the demo trading account which was used to enter Competition C.
25. The prizes for the winners will amount to cash rewards which will be added as balance in the winners’ wallet, after the end of the Competition. The winners will be contacted via the official means of communication of the Company (i.e., telephone, email etc.) to be informed in relation to their prize.
26. Further to section C.24. above, for the calculation of the trading performance for the Competitions, only the trading activity performed under the trading account used to enter the Competitions will be considered. That is, the trading activity performed in any other trading accounts registered under the same email address will not be considered.
27. Sections C.8. to C.11. inclusive apply respectively to all the **Competitions**.
28. By accepting the terms and conditions of the “Program”, the winners who will win the prizes 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.
29. Eligible Clients participating in the “Program” are advised to consult on a regular basis the Company’s Copy Trading Platform and/or official website and/or members area in order to receive up-to-date information in relation to the specifications of the Program.

30. Eligible Clients understand and agree that for transparency purposes, the trading activity performed during the Program period should and will be available on the Company's Copy Trading Platform. Such trading activity includes, inter alia, the ranking, the country and the nickname of the Eligible Client, and the trading performance expressed as percentage.

#### **D. Reservation of Rights and Disqualifications**

1. XM reserves the right, at its reasonable discretion, to reject the participation of any Eligible Client to the "Program", 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>.
2. XM reserves the right, at its sole discretion, to decline registration of any participant in the "Program" and further reserves the right to disqualify any participant in the "Program" who tampers or attempts to tamper with the operation of the "Program" 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.
3. The Company reserves the right, at its reasonable discretion, to discontinue the offering of this "**XM Competitions Program**" to any of its Clients, without having to explain the reasons. Such Clients will be informed via email.
4. Clients who provided incorrect or fraudulent details during the trading account registration will be disqualified from participating in the "Program".
5. 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 "Program".
6. XM reserves the right, at its reasonable discretion, to decline participation of any Eligible Client to the "Program" 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 Program and claiming the won prize. In these circumstances, XM shall not be liable for any consequences of the participation cancelation.
7. Eligible Clients who have been disqualified lose their right to claim the prize offered.
8. If any of "Program" 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.