



# **DEPOSIT TRADING BONUS SCHEME TERMS AND CONDITIONS**

## TERMS AND CONDITIONS DEPOSIT TRADING BONUS SCHEME

### A. Introduction

1. Trading Point of Financial Instruments Pty Ltd (ACN 164 367 113), operating under the business name XM.com, is regulated by the Australian Securities & Investments Commission ("ASIC") and holds an Australian Financial Services License (Number 443670) (hereinafter the "Company" or "XM AU").
2. The "**Deposit Trading Bonus Scheme**" Terms and Conditions is an integral part of the "**XM AU Business Terms and Policies**" and provisions set herein are considered as an annex of all "**XM AU 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 AU Clients who have satisfied the Eligibility Criteria for the offer ("**Eligible Clients**") as set out in the sections following hereinafter.
  2. This "**Deposit Trading Bonus Scheme**" is offered by XM AU only to clients who transfer their existing real trading Accounts from Trading Point of Financial Instruments Ltd ("**XM CY**") to XM AU, in cases where such clients successfully complete the transfer of their trading Accounts to XM AU.
  3. XM AU, at its reasonable discretion, offers the "**Deposit Trading Bonus Scheme**" to any Client(s) and/or any countries / regions as it deems appropriate and for as long as XM AU deems to provide it.
  4. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the "**Deposit Trading Bonus Scheme**".
  5. Participation of "**Intermediaries/Related Parties**" in the "**Deposit Trading Bonus Scheme**" is prohibited. If the registration and / or trading data of a participant in the "**Deposit Trading Bonus Scheme**" corresponds with the registration and / or trading information, including but not limited to IP address, of another participant in the "**Deposit Trading Bonus Scheme**", XM AU 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 "**Deposit Trading Bonus Scheme**", including, without limitation:
    - a) family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;
    - b) any person or entity, who/which:
      - i. any participant in the "**Deposit Trading Bonus Scheme**" directly or indirectly, through one or more intermediaries, controls;
      - ii. is controlled by any participant in the "**Deposit Trading Bonus Scheme**"; or
      - iii. is under common control of any participant in the "**Deposit Trading Bonus Scheme**".
- 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 "**Deposit Trading Bonus Scheme**", 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.
6. Similarly, persons associated in any manner whatsoever with XM AU and/or with the specific websites and/or social network sites on which XM AU may be running from time to time certain specific promotions, contests and/or surveys, in the context of which access to the "**Deposit Trading Bonus Scheme**" is offered, are not allowed to participate in the offer.

### C. Specific "**Deposit Trading Bonus Scheme**" Terms

1. Eligible Clients, who meet the criteria set forth herein are able to receive a Trading Bonus equal to **100%** on the

amount of their next deposit only that is made in their real Account(s) with XM AU within the specified timeframe, provided that the maximum amount of any such Trading Bonus awarded to any particular Eligible Client will be limited to a maximum amount of **500USD,-** (or currency equivalent ), per Eligible Client.

2. This “**Deposit Trading Bonus Scheme**” applies to existing clients of XM CY who successfully transferred their real trading Account(s) to XM AU.

#### D. General Terms

1. Please note that it may take up to 24 hours before any trading bonus is added to the Account of an Eligible Client who meets all of the criteria set forth herein.
2. The “**Deposit Trading Bonus Scheme**” applies to all clients who open real Account(s) with XM AU in accordance with the rules set out in the Terms & Conditions, and granted trading bonuses may be used for trading purposes only and cannot be withdrawn. This means that you will be able to keep any winnings, but the granted trading bonus amount will remain part of your tradable balance in your account until the first withdrawal is made by you (see clause D(3) below).
3. Any withdrawal of funds from an Eligible Client’s real Account(s) with XM AU will cause the removal of the previously awarded trading bonus(es) proportionally to the percentage of the requested amount of the withdrawal from the respective Eligible Client’s real Account with XM AU. Below you can find some examples for your better understanding:

##### Example 1:

Deposit Amount	Trading Bonus Amount	Balance available for withdrawal	Amount of requested withdrawal	Amount of trading bonus removal
USD 200	USD 200 (100% on USD 200)	USD 200	USD 50 (25% on USD 200)	USD 50 (25% on USD 200)

##### Example 2:

Deposit Amount	Trading Bonus Amount	Balance available for withdrawal	Amount requested of withdrawal	Amount of trading bonus removal
USD 500	USD 500 (100% on USD 500)	USD 500	USD 500 (100% on USD 500)	USD 500 (100% on USD 500)

4. In the event of internal transfers between trading Accounts with XM AU, trading bonuses previously credited to an Eligible Client’s sending account will be moved (proportionally to the percentage of transferred balance) into the receiving account. No new / additional bonuses will be credited upon internal transfer to receiving account. In case that receiving account is not eligible for bonuses, the amount of bonuses deducted from the sending account will not be credited into the receiving account and therefore that proportion of bonuses will be nullified.
5. Trading Bonuses cannot be separately transferred between, or from, Eligible Clients’ real trading Accounts with XM AU.
6. XM AU reserves the right, at its reasonable discretion, to:
  - i. decline registration of any participant in the “**Deposit Trading Bonus Scheme**”; and
  - ii. disqualify any participant in the “**Deposit Trading Bonus Scheme**” who tampers, or attempts to tamper, with the operation of the “**Deposit Trading Bonus Scheme**”, or breaches these terms and/or any of the “**XM AU Business Terms and Policies**” set out on XM AU’s Website.

Under no circumstances shall XM AU be liable for any consequences of any bonus cancellation or decline, including, but not limited to, order(s) closure by Stop Out.

7. XM AU reserves the right, at its reasonable discretion, to alter, amend or terminate the “**Deposit Trading Bonus Scheme**”, or any aspect of it, at any time and without prior notice. XM AU posts any such changes on XM AU's Website. It is recommended that participants in the “Bonus Scheme” consult these Terms & Conditions on XM AU's Website regularly.
8. Please note that taking part in the “**Deposit Trading Bonus Scheme**” and / or continued use of the XM AU Website and the services offered by XM AU constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.
9. Any indication or suspicion, in the Company's reasonable discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including, but not limited to, a participant's trading activity patterns that indicate that the participant solely aims to benefit financially from the Trading Bonus without being genuinely interested in trading in the markets and/or taking market risk), fraud, manipulation, cash-back arbitrage connected to a Trading Bonus or any other forms of deceitful or fraudulent activity, will nullify all previously credited bonuses of the Eligible Client's real trading Accounts with XM AU and/or any and all transactions carried and/or profits or losses in that Account.

In these circumstances, XM AU reserves the right, at its reasonable discretion to:

- i. close (either temporarily or permanently) all such Eligible Client's real trading Account(s) with XM AU;
- ii. suspend (either temporarily or permanently) all such Eligible Client's real trading Account(s) with XM AU;
- iii. cancel all orders; and
- iv. annul all profits;

of such a participant. In these circumstances, XM AU shall not be liable for any consequences of the bonus cancellation, including, but not limited to, order(s) closure by Stop Out.

10. In the event that Account becomes inactive, all previously awarded Trading Bonus(es) will be immediately withdrawn from the respective Eligible Client's real Account with XM AU.
11. No partner's commissions are paid for trading on Bonus funds.
12. This promotion may be redeemed only once by any Eligible Client.
13. Taking part in the “**Deposit Trading Bonus Scheme**” constitutes acceptance of these Terms & Conditions and of the Business Terms and Policies set forth on XM AU's website.
14. Clients may opt-out from the “**Deposit Trading Bonus Scheme**” whenever they wish. Please send your request at the following email address: [aunobonus@xm.com](mailto:aunobonus@xm.com) and the relevant department will process your request and inform you accordingly.
15. The “**Deposit Trading Bonus Scheme**” is available for a limited period of time only, as indicated in the rules of engagement of the specific promotion, and/or survey of which the “Bonus Scheme” is mentioned to be a part.
16. “**Deposit Trading Bonus Scheme**” terms shall be governed by and construed in accordance with the laws of England and Wales. Any dispute or situation not covered by these terms will be resolved by XM AU in accordance with our Complaints Policy.
17. If any of “**Deposit Trading Bonus Scheme**” 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 the Company's website.