

## OANDA Global Markets Customer Bonus Promotion Terms & Conditions

The following terms and conditions shall apply to the Customer Bonus Promotion (the “**Promotion**”) offered to new and existing account holders of OANDA Global Markets Limited, a company incorporated in the British Virgin Islands (“**OANDA**”).

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 (collectively, the “**Promotion Terms**”). OANDA reserves its absolute rights to revise and amend the 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 and Promotion Period

- 1.1 The Promotion is offered by OANDA Global Markets Limited; clients of other OANDA entities are not eligible.
- 1.2 The Promotion is open and available to OANDA account holders, who have not made any deposits prior to November 1, 2022. All account applications are subject to OANDA’s new account requirements and must meet the approval criteria in order to be eligible for the Promotion.
- 1.3 Employees of OANDA or any other company within the OANDA group and their immediate family members are not 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 as determined by OANDA, are not 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 discretion.
- 1.4 The Promotion 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 Promotion is limited to one account per person and multiple entries are not permitted. Multiple accounts from the same household may be barred from the Promotion.
- 1.6 Joint accounts or accounts which have a Power of Attorney in force will not be eligible for the Promotion.
- 1.7 Only natural persons having full legal capacity and who are over eighteen (18) years of age are eligible for this Promotion.
- 1.8 The Promotion has no set expiry date; however, in the event that OANDA determines to terminate the Promotion, all participants will be given thirty (30) days notice of the expiry. Upon such expiry, no new Bonus payments will be made.
- 1.9 To qualify for the Promotion, eligible clients will need to:
  - a. register for the Promotion on a designated website;
  - b. deposit the minimum amount; and
  - c. meet the Minimum Trade Volume Requirement before the expiration date of the Promotion.

Anyone who meets the criteria above shall be deemed a "Qualifying Applicant". Qualifying Applicants should read these Promotion Terms carefully and reacquaint themselves with their account Terms of Business.

1.10 The Promotion is subject to a fair use policy and consequently OANDA has the right to deny entry to the Promotion or terminate a participant's participation in the Promotion if it reasonably believes that there has been co-operation, collusion or organisation of trades from the same source, or if it reasonably believes that the Promotion is being abused in any way.

## 2. Mechanics of the Promotion

2.1 Qualifying Applicants will be eligible to receive a 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 Minimum Trade Volume Requirement. For avoidance of doubt, a Qualifying Applicant's first deposit shall be included as a Qualifying Deposit. Please see the below table for further information on the requirements and parameters to receive a Bonus. All amounts are in USD or the equivalent value in the account's nominated currency:

| Deposit amount (USD)  | Minimum Notional Trade Volume Requirement (USD) | Deposit bonus (USD) |
|-----------------------|---|---------------------|
| \$1000 to \$49,999.99 | \$500,000.00                                    | \$ 500.00           |
| \$50,000+             | \$30,000,000.00                                 | \$ 5,000.00         |

2.2 The deposit Bonus will be credited into the Qualifying Applicant's account forty-five (45) days after the minimum deposit amount is met and the account's accumulated trading volumes exceed the Minimum Trade Volume Requirement prior to the Promotion's expiration date. Trades can be made in any currency pairs offered by OANDA.<sup>1</sup>

2.3 The Bonus is only applicable to the Qualifying Applicant's Qualifying Deposits.

2.4 The maximum Bonus amount is USD 5,000.

2.5 Only one Bonus will be paid per client. Once Qualifying Applicants receive a Bonus, they will not be eligible to receive any further Bonus payments in respect of this Promotion.

2.6 The Bonus does not represent a commitment to make further payments in the future.

2.7 [Reserved].

2.8 [Reserved].

2.9 The Bonus is non-transferable. No Bonus transfer, assignment or substitution by Qualifying Applicants is allowed.

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<sup>1</sup> Please note: Different currency pairs will have different notional values. For example, 1 lot (100 000 units) of EUR/USD will have a notional value of ~117K USD to open and ~117K USD to close, thus a roundtrip of 1 lot of EUR/USD will have a notional trade volume of ~234K USD. The value of the trade is determined by the exchange rate between the base currency of a pair and the Qualifying Applicant's account currency.

- 2.10 If any restrictions apply to the Qualifying Applicant's account, the account will not qualify for a Bonus until the restrictions have been lifted. The Qualifying Applicant's account must not be closed in order for a Bonus to be credited.
- 2.11 OANDA will not be liable for any losses that may be incurred as a result of trading, including trading with the Bonus.
- 2.12 Qualifying Applicants should read these Promotion Terms carefully in conjunction with the Terms of Business.

### **3. General**

- 3.1 This Promotion must only be used for personal and non-commercial purposes.
- 3.2 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.
- 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 cancelled, clawed or charged back, returned from the bank for insufficient funds, fraud, or any other reason, the Qualifying Applicant will become ineligible for a Bonus and OANDA has the right to reclaim and withdraw all or any portion of a Bonus deposited to an account under this Promotion. 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 Promotion, or breaches the Promotion Terms, including the Terms of Business.
- 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 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.
- 3.7 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.
- 3.8 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.
- 3.9 OANDA may at any time in its sole and absolute discretion, without notice or assigning any reason therefore, terminate this Promotion, or delete, vary, supplement, amend, restrict, withdraw or modify any one or more of the Promotion 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 Promotion and the Promotion period. Modifications and/or exceptions to the Promotion Terms are at

OANDA's sole discretion, and its decision is final. OANDA is the sole arbiter of these Promotion Terms and any other issue arising under this Promotion.

- 3.10 OANDA shall not be liable for any claims, costs, expenses, losses or damages suffered by any person as a result of this Promotion and the Promotion 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 The Promotion Terms are governed by English law and the English courts shall have exclusive jurisdiction over any matter or dispute arising from the Promotion and the Promotion Terms.
- 3.13 If any term of the 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.
- 3.14 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 an inconsistency.
- 3.15 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 deposit of the Bonus to their account, and therefore all Qualifying Applicants should consult their tax advisers concerning the reporting of Bonus payments.

Risk Warning: Leveraged trading in foreign currency contracts or other off-exchange products on margin carries a high level of risk and may not be suitable for everyone. We advise you to carefully consider whether trading is appropriate for you in light of your personal circumstances. You may lose more than you invest. Information on this website is general in nature. We recommend that you seek independent financial advice and ensure you fully understand the risks involved before trading. Trading through an online platform carries additional risks. Refer to our website's legal section.

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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