

**THE BIG \$5,000  
PROMOTION  
TERMS & CONDITIONS**



## INTRODUCTION

FXTM<sup>1</sup> is running the “THE BIG \$5,000” (hereinafter referred to as the “**Promotion**”) and invites new, firstly deposited or Dormant Clients of FXTM to participate. By participating in this Promotion, you agree to be bound by the Terms and Conditions herein (hereinafter referred to as the “**Terms**”) as these are set out below.

### 1. INTERPRETATION OF TERMS

#### 1.1 In this Promotion:

“**Account**” shall mean a Client’s trading account with FXTM into which the Client deposits within the Promotion Period a Deposit;

“**Active Period**” shall mean a 30 (Thirty) consecutive calendar days’ period which starts to run from the day the Benefit is credited to the Client’s Account for the Deposit that is made during the Promotion Period;

“**Dormant Client**” for the purposes of this Terms shall mean any FXTM Client trading account where the Client has not initiated any trading activity and/or inactivity for a period of thirty (30) consecutive days.

“**Deposit**” shall mean 300 USD for the first deposit and/or 100 USD for all subsequent deposits **deposited as one transaction**, required as a deposit in the Client’s FXTM Account in order to activate the Promotion;

“**Minimum Number of Lots**” shall mean number of full Standard lots that Client needs to trade in order to get Benefit on Balance within Promotion Period;

“**Operative Agreements**” shall mean the agreements entered into by the Client and FXTM that govern all trading activity of the Client with FXTM. Operative Agreements consist of the Client Agreement, Policies and Terms of Business, as these may be found in the Account Opening Agreements section of the websites of FXTM and as these may be amended from time to time;

“**Promotion Period**” shall mean from the 22<sup>nd</sup> of April 2019 (00:01) to the 07<sup>th</sup> of June 2019 (23:59) (inclusive);

“**Standard Lot**” shall mean a standardized quantity of the instrument that Client is trading. In forex, one Standard Lot is 100,000 units of a particular currency;

“**Trading Benefit**” or “**Benefit**” shall mean the trading benefit which the Client who participates in the Promotion shall be eligible to receive on credit or equivalent amount based on the Client’s trading account currency subject to this Terms.

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<sup>1</sup> FXTM shall refer to Exinity Ltd. operating under the FXTM brand (available at [www.forextime.com](http://www.forextime.com)).



- 1.2 Any words whose meaning is not defined herein shall have the meaning provided in the Operative Agreements.
- 1.3 Times mentioned herein shall mean EET/EEST as applicable.

## 2. ELIGIBILITY CRITERIA

- 2.1. To participate in this Promotion, you must meet the following requirements:
  - a) You are a new, firstly deposited or Dormant Client of FXTM, eligible to trade in accordance to, and have agreed to, the Operative Agreements;
  - b) Run a live trading account with FXTM as per the applicable Deposit and/or other requirements of FXTM<sup>2</sup>;
  - c) Accept the Terms of this Promotion;
  - d) Make a Deposit in the Account during the Promotion Period, following b) and c) above.

## 3. TRADING TERMS

- 3.1. The Promotion is applicable to all CFDs in Forex, precious metals and commodities only.
- 3.2. The Promotion is applicable to Standard MT4 Account, ECN ZERO MT4/MT5 Accounts.
- 3.3. Only positions that are opened for more than 5 minutes shall be eligible for this Promotion.
- 3.4. It is hereto declared that:
  - Irrespective of the number of trading accounts that a Client may run with FXTM, the Promotion is applicable for the one Account only, as above.
  - Transfers between accounts are not considered as deposits for the purposes of this Promotion.
- 3.5. The Promotion is applicable for the Deposits of the Client, subject to this being made during the Promotion period, in any one of the Client's trading account(s) and subject to cl. 2. 1. (c) above.

## 4. SPECIFIC PROMOTION TERMS

- 4.1. The Benefit is calculated as 30% of the Deposit deposited as one transaction, with a maximum available Benefit to each Client of a total of 5,000 USD or equivalent during the Promotion Period, depending on the selected currency of the trading account and the amount of the Deposits.
- 4.2. The Benefit shall be provided as a credit to the Client's FXTM Trading Account within twenty-four (24) working hours, after the relevant Deposit has been made to the Account within

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<sup>2</sup> Available in FXTM's website (available at [www.forextime.com](http://www.forextime.com)).



Promotion period and Client accepted this Terms and shall be available for trading purposes only.

- 4.3. The funds available shall be transferred to the Balance of the Clients trading account and shall be available for trading following completion of this Terms or withdrawal if the Client has traded the Minimum Number of Lots (calculated in accordance to the following formula) within Active period and the Client has not submitted a withdrawal request for the Deposit during Active Period.

Minimum Number of Lots = Benefit Amount \* 2 / 10.

- 4.4. Benefit is available after Deposit is done. If Client made several Deposits, amount of Benefit shall be defined based on those deposits depending on their amounts.
- 4.5. The Benefit shall be cancelled in case if Client withdraws money that was deposited within the Promotion Period.

The Benefit cannot be withdrawn before the Promotion Trading Terms have been satisfied or the Promotion expires and may be used for trading purposes only. The Benefit shall be removed if the terms and conditions of this Promotion are not met.

- 4.6. The Benefit is non-transferable between FXTM trading accounts and can be withdrawn by the Client only upon successful completion of the Minimum Lots, within 30 days from the day the Benefit is credited.
- 4.7. In the event that the Client has any negative balance on the Account and has used up Ninety percent (90%) of the Benefit, then all opened positions shall be automatically stopped out. FXTM shall automatically adjust all such negative balances with the available credit, reducing the Benefit accordingly and restrict the use of any remaining Benefit, if any.

## 5. MISCELLANEOUS

- 5.1. In the event that any dispute and/or misrepresentation is made in relation to the above applicable Terms, such dispute and/or misrepresentation shall be resolved by FXTM, acting in good faith and as it shall, in its sole and absolute discretion, be deemed fit and proper. FXTM's decision shall be final and binding.
- 5.2. FXTM has the right at any time and its absolute discretion to disqualify any Client who participates in the Promotion and/or withdraw with immediate notice the Benefit and/or any profit gained if:
- a) A breach of these Terms and/or any term of the Operative Agreements occurs;
  - b) FXTM has reasonable grounds to believe there is a valid misuse of this Promotion;
  - c) The Client acts in bad faith and/or abusively and/or fraudulently and/or in a manner that is not in line with this Promotion and applicable Terms.
- 5.3. The Benefit is non-transferable between FXTM trading accounts and can be withdrawn by the Client only upon successful completion of the Minimum Number of Lots, within Promotion Period from the day the Benefit is revealed in MyFXTM and Promotion Terms satisfied. The Benefit shall be removed if the terms and conditions of this Promotion are not met.



- 5.4. Any indication or suspicion of fraud, manipulation, cash-back or Benefit or swap arbitrage, or other forms of deceitful or fraudulent activity in a Client's account or multiple account with FXTM or otherwise related or connected to the Benefit shall nullify any and all transactions executed and/or profits or losses garnered therein.
- 5.5 FXTM reserves the right, at its sole discretion and as it deems fit, to alter, amend, suspend, cancel or terminate the Promotion, or any aspect of the Promotion at any time and upon any reasonable cause. Under no circumstances shall FXTM be liable, for any consequences of any alteration, amendment, suspension, cancelation or termination of this Promotion.
- 5.6. Notwithstanding the translated language of this document, the English wording shall be the binding version in the event of any discrepancy between the two languages.

**Example 1:**

A Client of FXTM deposited 1000 USD within the Promotion Period, after accepting these Terms and Conditions. FXTM shall credit the Client's account with \$300 (calculated as follows  $30\% * 1000$ ). The Client has the right to trade with his \$300 but may withdraw only if he has traded 60 Lots (Minimum Number of Lots =  $300 * 2/10 = 60$ ). If the Client trades 60 Lots within the Active Period, he shall be able to withdraw all available funds.

**Example 2:**

Client accepted Terms and Conditions and made a Deposit on the 30<sup>th</sup> of April 2019. Benefit was credited to Client's Trading Account on 30<sup>th</sup> of April 2019. Client has 30 calendar days to use the Benefit amount and to trade the Minimum Number of Lots in order to receive available funds on the balance of the Client's Trading Account.