

## Terms & Conditions Client Competition ("Competition")

- By making a deposit to your AxiTrader Limited ("Axi") Account under this Competition ("Competition"), you acknowledge you have received, read, and agree to be bound by these terms & conditions and the Client Agreement available on the Axi website: <a href="https://axidocs.s3.amazonaws.com/media/svg/client-agreement.pdf">https://axidocs.s3.amazonaws.com/media/svg/client-agreement.pdf</a>.
- The promoter, AxiTrader Limited, Suite 305, Griffith Corporate Centre, PO Box 1510, Beachmont, Kingstown, St Vincent and the Grenadines is incorporated in St Vincent and the Grenadines, number 25417 BC 2019 by the Registrar of International Business Companies, and registered by the Financial Services Authority ("Promoter"). To contact the Promoter, please email service@axi.com.
- 3. Defined terms have the same meaning as the Client Agreement unless otherwise specified in these terms & conditions.
- 4. This Competition commences October 19, 2020 00:00 GMT+3 and ends on November 30, 2020 23:59 GMT+3 ("**Competition Period**").
- 5. Information on how to enter forms part of these terms and conditions. Participation in this Competition is deemed acceptance of these terms and conditions.
- 6. This Competition is open to all entrants who:
  - a) are 18 years of age or over;
  - b) maintain an account with AxiTrader Limited, which is within St. Vincent and the Grenadines jurisdiction ("Account");
  - c) are not residents of Australia, New Zealand, the United Kingdom and European countries;
  - d) comply with these terms and conditions; and
  - e) are not directors, management, employees, or agents of the Promoter or its related entities (or immediate family members of such persons) ("Eligible Entrant").
- 7. To enter the Competition, Eligible Entrants must:
  - a) trade (open and close) at least 5 lot (of any size) in their Account during the Competition Period;
  - b) Answer the Competition question:
    - What is your top trading tip? ("Competition Question"); and
    - c) Submit their answer to <u>marketing@axi.com</u> with email subject "Competition: My Top Trading Tip"
- 8. An Eligible Entrant who satisfies the conditions outlined in Clause 7 will receive one entry into the Competition.

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- 9. A limit of one entry applies per person. If a person holds multiple Accounts, only one Account may participate in the Competition.
- 10. The prizes ("**Prizes**") for the best entries consist of the following:
  - X1 AUD 20,000 cash
  - X1 AUD 10,000 cash
  - X1 AUD 5,000 cash
  - X3 AUD 2,000 cash
  - X7 AUD 1,000 cash
  - X20 Merchandise Gift Packs: which include a t-shirt, baseball cap, gym bag and football
- 11. Judging will take place on December 10, 2020. All valid entries will be individually judged on their merits based on their innovativeness and practicality in response to the Competition Question.
- 12. The best entries as determined by the judges in their absolute discretion will win the Prizes listed above, ranked in the order of merit.
- 13. The results of the Competition will be announced on December 10, 2020 and communicated via email to the same client list that received the original campaign email.
- 14. Prizes will be credited to the Prize Winner's Account that participated in the Competition, within 30 calendar days from the date of the announcement of the winners.
- 15. Winners of merchandise gift packs will be contacted within 10 days of announcement of the winners and asked to confirm the delivery address to which they wish their pack to be sent.
- **16.** The Promoter reserves the right, at its sole and absolute discretion, to deem an irregular, incomprehensible and incomplete entry or any entries that do not comply with these Terms, as invalid ("**Invalid Entries**").
- 17. The Promoter reserves the right to select additional reserve entries that it determines to be the next best, and record them in order of merit, in case of an Invalid Entry or ineligible entrant.
- 18. This is a game of skill and chance plays no part in determining the winner.
- 19. In the event that a Prize (or any part of the Prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or the relevant part of a prize) with a prize of equal or greater value.
- 20. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, the Promoter may modify, cancel, terminate or suspend the Competition.

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- 21. Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible Entrant's responsibility to notify the Promoter. A request to access or modify any information provided as part of the redemption of a Prize should be directed to the Promoter.
- 22. Personal information including the Eligible Entrant's name and address will be collected and used for the purpose of conducting this Competition. This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third party service providers, for the purpose of conducting the Competition, or for promotional and marketing purposes (including for direct marketing) ("Purpose").
- 23. By entering this Competition, Eligible Entrants consent to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment. Eligible Entrants agree that the Promoter may use this information for that purpose and disclose it to other organisations or persons including overseas service providers that may use it, in any media for the Purpose.
- 24. All personal information collected will be collected and held in accordance with UK data protection legislation and Axi's privacy policy at www.axi.com.
- 25. This Competition is only open to Eligible Entrants who act, at all times, in good faith, sincerely, and without fraud. Any entrant or entry that the Promoter suspects, in its discretion, to be in breach of these Terms or attempting to gain an unfair advantage over other entrants (e.g. by using technology) will not be eligible for a Prize.
- 26. An Eligible Entrant's entry must not include:
  - (a) any content that contravenes any law; and
  - (b) any content that is obscene, offensive, potentially defamatory, discriminatory, indecent, prejudicial or inconsistent with prevailing community standards.
- 27. Eligible Entrants warrant that their entry is not in breach of any third party intellectual property rights. Eligible Entrants agree to indemnify the Promoter and its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to, or resulting from, a breach of the warranty set out in this Clause 27.

By entering this Competition, Eligible Entrants grant the Promoter a non-exclusive licence to use the content of their entry, or any part of the content of the entry, in any way they wish in all media for the purposes of the Promoter's business on its websites, social media or in any marketing campaign, without payment to the Eligible Entrant of royalties or compensation. If requested by the Promoter, Eligible Entrants agree to sign any further documentation required by the Promoter to give effect to this Clause 28.

- 28. General:
  - a. The Promoter reserves the right to cancel or change the rules of the Competition at any time throughout the Competition Period without notice.
  - b. The decisions of the Promoter are final. No correspondence will be entered into.
  - c. The Promoter reserves the right, at any time, to verify the validity of entries and

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entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process.

- d. Failure by the Promoter to enforce any of their rights does not constitute a waiver of those rights.
- e. Merchandise gift packs (or any part thereof) are not transferable or redeemable for cash.
- f. The Prizes (or any part thereof) are not transferable.
- g. Entry to the Competition is free, but entrants are responsible for any costs imposed by their internet service or other technology providers.
- h. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the Promoter's control, including but not limited to an epidemic or pandemic such as COVID-19 and the impact thereof, technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, to the fullest extent permitted by law and subject to any law or written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition.
- i. To the fullest extent permitted by law, the Promoter will not be liable for any loss or damage an entrant or winner suffers as a result of participating in this Competition (including the Prize).
- j. By entering this Competition an entrant accepts that the Competition is not an inducement to place any trades whatsoever. Entrants accepting the terms and conditions of this Competition should make their own assessment about the suitability of trading in any of Axi's products.
- k. The Competition and these terms and conditions will be governed by the laws of England and Wales and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.
- I. If Axi suspects that you have abused or attempted to abuse this Competition, or otherwise acted with a lack of good faith towards us, we reserve the right in our sole discretion to deny, withhold or withdraw the Prize and if necessary, to cancel any terms and conditions with respect to this offer and your account, either temporarily or permanently, or terminate your access to the service and/or block your account.
- m. If Axi subsequently discovers that the individual is in fact not eligible to participate in the Competition, Axi may at its discretion reverse Competition prize. No individual shall be entitled to any payment or compensation from Axi, should any Competition prize be forfeited or reclaimed.
- n. Axi shall not be liable to any account holder or any other persons for any loss or damage arising in connection with the Competition, including without limitation, any error in computing any chances, any breakdown or malfunctions in any computer system or equipment. Without prejudice to the generality of the foregoing, Axi assumes no responsibility for lost, late, misdirected, damaged, incomplete, illegible and/or postage due to mail.



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Axi is wholly owned by AxiCorp Financial Services Pty Ltd, a company incorporated in Australia (ACN 127 606 348) and registered in New Zealand as an overseas company (NZBN 9429042567608). Overthe-counter derivatives are complex instruments and come with a high risk of losing substantially more than your initial investment rapidly due to leverage. You should consider whether you understand how <u>Axi</u> over-the-counter derivatives work and whether you can afford to take the high level of risk to your capital. Investing in over-the-counter derivatives carries significant risks and is not suitable for all investors.

When acquiring our derivative products, you have no entitlement, right or obligation to the underlying financial asset. Axi is not a financial adviser and all services are provided on an execution only basis. Information is of a general nature only and does not consider your financial objectives, needs or personal circumstances. All clients: Important legal documents in relation to our products and services are available on our website at WWW.aXi.COM. You should read and understand these documents before applying for any Axi products or services and obtain independent professional advice as necessary.

Cryptocurrencies like Bitcoin are extremely volatile and can move or jump in price with no apparent reason due to lack of liquidity and ad hoc news. There is little or no fundamental reasoning behind its pricing and as such trading CFDs in Bitcoin pose a significant risk to Retail Clients. While Axi only quotes Bitcoin between Monday and Friday, Bitcoin can trade over the weekend, meaning there could be a significant price change between Friday and Monday. Bitcoin should only therefore be traded by those clients with sufficient experience to understand the risk of losing all their investment, or more, in a short period of time, and only a very small part of their portfolio should be used.