



Terms & Conditions – Giveaway Competition ("Competition")

1. By making a deposit to your AxiTrader Limited ("**Axi**") Account under this Competition you acknowledge you have received, read, and agree to be bound by these terms and conditions and the documentation available on the Axi website <https://www.axi.com/int/legal-documentation> ("**Documentation**").
2. Defined terms have the same meaning as the Documentation unless otherwise specified in these terms and conditions.
3. The promoter is AxiTrader Limited, Suite 305, Griffith Corporate Centre, PO Box 1510, Beachmont, Kingstown, St Vincent and the Grenadines, 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
4. To be eligible to enter this Competition, you must meet all criteria below on an Axi Account between 16:00 Universal Coordinated Time ("**UTC**") between 10 January 2022 and 15:59pm UTC on the 28 February 2022 ("**Competition Period**"):
 - a) "Like" us on Facebook <https://www.facebook.com/axi>;
 - b) Comment on the giveaway competition post by answering the Competition question "**Why do you choose Axi as your Forex broker**" ("**Competition Question**");
 - c) Send us a screenshot of the comment via Facebook messenger and include your full Account name and Account number;
 - d) Make an initial single deposit of at least \$200 USD or the equivalent in another account currency ("**Initial Minimum Deposit**"); and
 - e) Enter and close at least one trade during the Competition Period ("**Eligible Entrant**").
5. An Eligible Entrant who completes all the steps outlined in clause 4 above will receive one entry into the Competition ("**Entry**"). Responses must be in English.
6. Only one Entry is permitted per Eligible Entrant. Multiple entries are not permitted. If an Eligible Entrant submits more than one Entry, only the first Entry will be deemed valid.
7. This competition is **not** available to the residents of Australia, New Zealand, the United Arab Emirates, the United Kingdom, Japan, the United States of America and European countries.
8. If the criteria in clause 4,5, 6 and 8 are met and you are not excluded by clause 7, 14 or 15, your Account will be successfully registered in the Competition.
9. The winner of this Competition will win a prize ("**Prize**") of \$888 USD cash.
10. An Eligible Entry will be awarded points by the judges of the Competition based on the creativity of the answer to the Competition Question in clause 4. Bonus points ("**Bonus Points**") will be awarded to the Eligible Entrant as follows:
 - 1 point will be awarded for every USD200 deposited during the Competition Period; and
 - 1 point will be awarded for every time the Axi Competition Question on Facebook is shared (maximum 1 point per day).

11. Judging will take place at 02:00 UTC on 4 March 2022. Each valid entry will be individually judged, based upon individual creative merit, points scored in response to the Competition Question and Bonus Points accumulated. The best entries as determined by the judges in their absolute discretion will win the Prize listed in clause 8, ranked in the order of merit and the highest points scored. Points will be awarded as per table 1.1 below as determined by the judges of the Competition.

Table 1.1 – Points Award System:

Criteria	Creativity	For Every \$200 USD deposited	Post share and tag @axi on Facebook
Point Values	Lowest: 0 Maximum: 5	1	Maximum per day: 1

12. The Promoter, its agents, affiliates or representatives will not be liable for any late or misdirected Entries.
13. You agree, understand and acknowledge that participating in this competition is not a recommendation or advice in relation to the suitability of Axi's products for your particular financial circumstances, situation or needs. Before participating in the Competition, you should make your own assessment about the suitability of trading in Axi's products and consider the applicable Documentation.
14. The competition is not applicable to directors, management, employees, or agents of the Promoter or its related entities (or immediate family members of such persons).
15. If you already have an active Account with Axi (an "Existing Active Account") in the same name, you will not be eligible to participate in this Promotion. An Existing Active Account is an Axi Live Account that has had trading activity in the preceding 2 months.
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. In the event that a Prize (or any part of a 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.
19. Prize winners ("**Prize Winners**") will be contacted by 02:00 UTC 31 March 2022 via the email address registered with Axi. If the Prize Winner cannot be contacted or does not claim the prize within 14 days of notification, the Promoter reserves the right to withdraw the prize from the Prize Winner and pick a replacement winner.
20. The names of Prize Winners will be published at 02:00 UTC on 31 March 2022 on Facebook.
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. The Promoter reserves the right to request verification of Eligible Entrants and of the age, identity and residential address of Prize Winners and any other information relevant to entry into or participation in this Competition. Verification is at the discretion of the Promoter; whose decision is final.
23. 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**").
24. 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.
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; or
 - b. any content that is obscene, offensive, potentially defamatory, discriminatory, indecent, prejudicial or inconsistent with prevailing community standards.
27. If applicable, an Eligible Entrant warrants that the contents and materials submitted as part of the entry are original works, and do not infringe any rights (including intellectual property rights) of any third party. An Eligible Entrant agrees 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 warranty set out in this Clause 26.
28. By entering this Competition, Eligible Entrants grant the Promoter and the Partner a non-exclusive licence to use the content of their entry, or any part of the content of the entry, in any way the Promoter and Partner wish in all media for the purposes of the Promoter's and Partner's business on their 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 27.
29. The following terms apply to the extent that the Competition is conducted on, advertised or promoted on Facebook or other social media platform or website owned by a third party ("**Platform Operator**"): a) each entrant acknowledges and agrees that the Competition is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator; b) each entrant acknowledges that the Platform Operator does not bear any responsibility for the Competition; c) each entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Competition; d) to the extent relevant to the Competition, the Promoter agrees and each entrant must agree to adhere to the prevailing terms and conditions of each Platform Operator; e) entrants understand that they are providing their information to the Promoter and not to the Platform Operator; f) entrants are solely responsible and liable for any content or information they transmit to other users of the Platform Operator;



and g) any questions, comments or complaints about the Competition must be directed to the Promoter not the Platform Operator.

30. 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 trading credit and if necessary, to cancel any terms and conditions with respect to this Competition and your Account, either temporarily or permanently, or terminate your access to the service and/or block your Account.
31. If Axi subsequently discovers that the individual, is in fact, not eligible to participate in the competition, Axi may at its discretion reverse the prizes. No individual shall be entitled to any payment or compensation from Axi, should any prizes be forfeited or reclaimed.
32. 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 or any breakdown or malfunction in any computer system or equipment.
33. Initial Minimum Deposit are specified in terms of USD, but will be applied to Accounts in their relevant currencies using the equivalent conversion value of that currency. The conversion will be based upon the spot rate at the time that each deposit is made to the Axi Account.
34. Axi reserves the right to modify, change or terminate this competition at any time without any prior notice to you and without your consent.
35. Failure by the Promoter to enforce any of their rights does not constitute a waiver of those rights.
36. The Competition and these terms and conditions will be governed by the laws of St Vincent and the Grenadines and any disputes will be subject to the exclusive jurisdiction of the courts of St Vincent and the Grenadines.

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 disqualify any entrant who submits an Entry that is not in accordance with these Terms 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) The Prizes (or any part thereof) are not transferable or redeemable for cash.
- f) Entry to the Competition is free, but entrants are responsible for any costs imposed by their internet service or other technology providers.
- g) The Promoter may prohibit any person's participation in this Competition, cancel or suspend the Prize (or part thereof) if the Promoter considers that the entrant has behaved in a way which may diminish its name or reputation, is in bad faith, is designed to gain an unfair advantage, is fraudulent, is otherwise contrary to law or these Terms, or is otherwise inappropriate.
- 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 of this Competition should make their own assessment about the suitability of trading in any of Axi's products.
- k) 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.

AxiTrader Limited (**Axi**) 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, and whose address is Suite 305, Griffith Corporate Centre, PO Box 1510, Beaumont Kingstown, St Vincent and the Grenadines.

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). Over-the-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 Axi 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.