
Terms & Conditions for AxiTrader Limited Promotions

Dated: 29 September 2022

1. DEFINITIONS & INTERPRETATION

1.1. DEFINITIONS

In the Terms and Conditions of the Promotion, the following words and expressions have the meanings below, except as provided in clause 1.2 below. Any term that is not defined below shall have the meaning given in the Documentation.

- 1.1.1. **"Affiliate Account"** means an existing Affiliate Account with Axi.
- 1.1.2. **"Affiliate"** means a person or company which holds an Affiliate Account.
- 1.1.3. **"Axi"** means AxiTrader Limited, whose address is Suite 305, Griffith Corporate Centre, PO Box 1510, Beachmont, Kingstown, St Vincent and the Grenadines, and is incorporated in St Vincent and the Grenadines, number 25417 BC 2019 by the Registrar of International Business Companies and is registered by the Financial Services Authority.
- 1.1.4. **"Criteria"** means the Prize selection criteria specified in item 20 and item 21 of the Schedule.
- 1.1.5. **"Customer"** means a person who has agreed to the Documentation.
- 1.1.6. **"Demo Account"** means an Account identified by Axi as a demo account, which is a simulated trading account.
- 1.1.7. **"Details"** means:
 - 1.1.7.1. a Promotional Demo Account number or an Axi Live Account number, and
 - 1.1.7.2. the email address that was provided to the Promoter during registration.
- 1.1.8. **"Documentation"** means the terms and conditions available on the website <https://www.axi.com/int/legal-documentation>.
- 1.1.9. **"Eligible Affiliate"** means that you have received an email invitation (addressed to you) for this Promotion from your Axi account manager and have an existing Affiliate Account.
- 1.1.10. **"Eligible Entrant"** means a person who meets all the categories listed in 2.2 below.
- 1.1.11. **"Entry"** has the meaning ascribed in clause 3.2.1 of these Terms.
- 1.1.12. **"Equity"** means the amount of money in a trading Account plus or minus any profit or loss from any open positions.

- 1.1.13. **“Existing Live Account”** means an Axi Live Account into which an initial deposit has been made prior to the Promotion Period and which has had trading activity in the preceding 2 months to the earliest of either the Registration Period or the Promotion Period.
- 1.1.14. **“Gain Formula”** means the calculation of (ending Equity – beginning Equity) / Opening Balance x 100, with reference to the beginning being to the Registration of either the Promotion Demo Account or the Live Account (as applicable) in the Promotion or the commencement of the Promotion Period and reference to ending being to the end of the Promotion Period.
- 1.1.15. **“Invalid Entry”** means deem an irregular, incomprehensible, or incomplete Entry, or any Entries that do not comply with these Terms or is otherwise excluded from the Promotion per clause 2.7.
- 1.1.16. **“Live Account”** means an Account identified by Axi which is not a Demo Account.
- 1.1.17. **“Minimum Deposit”** means the amount paid by a Customer into their Axi Live Account specified in item 13 of the Schedule.
- 1.1.18. **“New Axi Live Account”** means a Live Account that is not an Existing Live Account or a Live Account belonging to an Axi Customer who:
- 1.1.18.1. has closed an Existing Live Account and opened a new Live Account between the Registration Commencement Date and the Promotion End Date where registration is specified as required in item 6 of the Schedule, or
 - 1.1.18.2. has closed an Existing Live Account and opened a new Live Account between the Promotion Commencement Date and the Promotion End Date.
- 1.1.19. **“Opening Deposit”** means the amount paid by Axi into a Live Account pursuant to this Promotion as specified in item 14 of the Schedule.
- 1.1.20. **“Platform Operator”** means, if applicable, a social media platform or website owned by a third party on which this Promotion is conducted.
- 1.1.21. **“Prize”** means the prize(s) specified in Part 3 of the Schedule or a cashback specified in part 18 of the Schedule.
- 1.1.22. **“Promotion Account”** means the Axi Account used by an Affiliate or Customer in the Promotion.
- 1.1.23. **“Promotion Announcement Date”** means the date which the Promotion’s results are announced, being the date and time specified in item 12 of the Schedule.
- 1.1.24. **“Promotion Commencement Date”** means the date and time specified in item 4 of the Schedule.
- 1.1.25. **“Promotion Demo Account”** means a new Demo Account with Axi (in St Vincents and the Grenadines) which has Registered in the promotion.
- 1.1.26. **“Promotion End Date”** means the date and time specified in item 5 of the Schedule.

- 1.1.27. **“Promotion Live Account”** means a Live Account with Axi (in St Vincents and the Grenadines) which has Registered in the Promotion.
- 1.1.28. **“Promotion Participant”** means ‘Affiliate’ where item 1 of the Schedule is specified as “Affiliates of Axi” and means ‘Customer’ where item 1 of the Schedule is specified as “Customers of Axi”.
- 1.1.29. **“Promotion Period”** means the period between the Promotion Commencement Date and the Promotion End Date.
- 1.1.30. **“Promotion”** means the promotion or competition outlined in the Schedule together with these Terms.
- 1.1.31. **“Promoter”** means Axi.
- 1.1.32. **“Qualified Client”** means a client that qualifies for one of Axi’s Cost Per Acquisition (CPA) payment tiers (as referred to in the Axi Affiliate Agreement found at the following link: https://axidocs.s3.ap-southeast-2.amazonaws.com/media/svg/Axi_Affiliate_Agreement.pdf) during the Promotion Period.
- 1.1.33. **“Registered”** means the definition given in clause 2.3.
- 1.1.34. **“Registration Period”** means, with reference to the Schedule, the period between the identified Registration Commencement Date and the Registration Closure Date, with reference to the nominated time zone.
- 1.1.35. **“Registration Commencement Date”** means, with reference to the Schedule, the date and time specified in item 7 of the Schedule.
- 1.1.36. **“Registration Closure Date”** means, with reference to the Schedule, the date and time specified in item 8 of the Schedule.
- 1.1.37. **“Schedule”** means the Schedule to Terms & Conditions that accompanies these Terms.
- 1.1.38. **“Standard Lots”** means the standard size of the transaction in units for a given asset/instrument. These sizes are listed in Axi’s Product Schedule for the trading platform that these assets/instruments are traded on.
- 1.1.39. **“Terms and Conditions of the Promotion”** means the Schedule and these Terms together, as interpreted with reference to clause 1.2 (Interpretation).
- 1.1.40. **“Terms”** means this document.
- 1.1.41. **“Trading Credit Expiry Date”** means the date nominated in the Schedule.
- 1.1.42. **“Trading Credit”** means an amount in US Dollars applied to a Live Account for trading purposes only and that is subject to the restrictions in clause 4.4 of these Terms.

- 1.1.43. **“Winner”** means an awardee of Prizes under clause 3.2.3 of these terms and where applicable, is taken to mean their guest, being a person whom the Winner selects to share their Prize.
- 1.1.44. **“Initial Minimum Deposit”** applies only to Loss Cover Promotions and is defined in clause 4.4.3 below.
- 1.1.45. **“Partner”** means the entity specified in item 15 of the Schedule.

1.2. INTERPRETATION

- 1.2.1. These Terms are to be read with a corresponding Schedule. The Schedule and these Terms together comprise the Terms and Conditions of the Promotion.
- 1.2.2. A reference to an item in the Schedule refers to either:
- 1.2.2.1. the **“Promotional Term”** in the Schedule as against the row specified, or
 - 1.2.2.2. an entire part of a Schedule.
- 1.2.3. If a definition is provided in clause 1.1 of these Terms refers to an item in the Schedule, but the corresponding Promotional Term is blank in the Schedule, that definition is not part of these Terms and Conditions of that Promotion, except:
- 1.2.3.1. where that term is explicitly defined in reference to where nothing is specified in the Schedule, or
 - 1.2.3.2. where the definition is otherwise specified in these Terms.
- 1.2.4. In the event of any inconsistency between these Terms and their accompanying Schedule, Terms set out in the Schedule will apply to the extent of the inconsistency.
- 1.2.5. These Terms or the Schedule may be translated into other languages however, in the event of any inconsistency or ambiguity as to the meaning of any word or phrase in any such translation, the English language version shall prevail.
- 1.2.6. Any reference to days shall refer to calendar days and any reference to months shall refer to calendar months.
- 1.2.7. The headings of these Terms are for convenience only and do not affect the meaning or construction of any provision therein.
- 1.2.8. Words implying a singular number shall import the plural, and vice versa; any reference to a particular gender shall import the other.
- 1.2.9. The Promotion 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.

2. ENTRY INTO THE PROMOTION

2.1. ENTRANT DUTIES

Where the Promotion Participant is a Customer:

- 2.1.1. By participating in this Promotion, you acknowledge that you have received, read, and agree to be bound by these Terms & Conditions and the Documentation.
- 2.1.2. By participating in this Promotion, you acknowledge that any Promotion with a Criteria includes the words “*based on rank*” in the Schedule is a game of skill and chance plays no part in determining any Winner(s) to the extent that the Prize is awarded from that ranked criterion.
- 2.1.3. Where a Minimum Deposit is specified as an entry requirement to the Promotion, your deposit of the Minimum Deposit shall be deemed as acceptance of the Promotion’s Terms and Conditions.
- 2.1.4. Should a Promotion Participant’s Details change during the Promotion Period, it is the participant’s responsibility to notify the Promoter, and a request to access or modify any information provided as part of the redemption of a Prize should be directed to the Promoter.
- 2.1.5. Entrants must always act honestly and in good faith. Any Entrant or Entry that the Promoter suspects to be in breach of these Terms or attempting to gain an unfair advantage over other Entrants (such as by using technology or by fraud) will not be eligible for a Prize at the Promoter’s sole discretion.
- 2.1.6. By participating in this Promotion or claiming a Prize, you consent to the use by the Promoter of your account number and full name for publicity purposes in connection with the Promotion, in any media and for an infinite period, without further compensation. This includes but is not limited to use on TV, radio, print, display advertising, website and social media channels, and the Promoter’s website.
- 2.1.7. Where the Promotion Participant submits any material to the Promoter (such as by answering a promotion question), the Promotion Participant 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. A Promotion Participant 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.

Where the Promotion Participant is an Affiliate:

- 2.1.8. An Eligible Affiliate must not create duplicate Affiliate Accounts for the purpose of entering this Promotion.
- 2.1.9. If the Promoter is of the reasonable opinion that an Eligible Affiliate is in breach of clause 2.1.8 above, the Promoter is entitled to take any action in its sole discretion that it considers appropriate. This can include however, is not limited to, cancelling any Prize eligibility, and excluding the Entry to the Promotion.

- 2.1.10. You agree, understand, and acknowledge that participating in this Promotion is not a recommendation or advice in relation to the suitability of Axi's products for your or your client's particular financial circumstances, situation or needs. Before participating in the Promotion, you should make your own assessment about the suitability of trading in Axi's products and consider the applicable Documentation.

2.2. ELIGIBLE ENTRANTS

An **Eligible Entrant** is an Entrant who meets all the applicable requirements listed in this clause:

- 2.2.1 has complied with the Terms and Conditions of the Promotion, including their duties in clause 2.1 above,
- 2.2.2 has met the entry requirements listed in clauses 2.3 to 2.6 inclusive,
- 2.2.3 has not been excluded by the Promoter per clause 3.1.12,
- 2.2.4 is not a resident of the countries specified in item 10 of the Schedule,
- 2.2.5 is a resident of the countries specified in item 11 of the Schedule. If no countries are specified in item 11 of the Schedule, this sub-clause is not to be read,
- 2.2.6 is not management, an employee, or an agent of the Promoter or its related entities (or immediate family members of such people), and
- 2.2.7 has not yet entered the Promotion (this requirement is waived if item 19 of the Schedule is specified as "Yes")

2.3. ENTRY REQUIREMENTS – GENERAL

The following entry requirements apply to all participants in the Promotion:

- 2.3.1 If registration is specified as a requirement by item 6 of the Schedule, a person must be and is considered **Registered** if they do the things described or meet the requirements listed in item 9 of the Schedule during the Registration Period. Any written content provided pursuant to this item 9 of the Schedule, including by completing promotion questions or quizzes, must be in English.

2.4. ENTRY REQUIREMENTS – AFFILIATES

Where a prospective entrant is an Affiliate:

- 2.4.1. The prospective entrant must be an Eligible Affiliate, which means that they must:
 - 2.4.1.1. have an existing Affiliate Account, and
 - 2.4.1.2. have received an email invitation (addressed to you) for this Promotion from your Axi account manager.

2.5. ENTRY REQUIREMENTS – CASHBACK

This section applies when a Prize is specified as a cashback prize by the words “as a cashback” in Part 3 of the Schedule or if the Prize is described by item 18 of the Schedule.

- 2.5.1. If a Customer withdraws the Minimum Deposit or any amount of that deposit during the Promotion Period, no cashback will be applied to the client’s Account and the entrant is not considered an Eligible Entrant.
- 2.5.2. Minimum Deposit is to be calculated using the deposit’s currency with reference to the equivalent conversion value of that currency. The conversion will be based upon the spot rate at the time that deposit is made to the Axi Account.

2.6. ENTRY REQUIREMENTS – LIVE ACCOUNT PROMOTIONS

This section applies when item 2 of the schedule is specified as a ‘Live Account’:

- 2.6.1. An Eligible Entrant must be a natural person and is limited to one Axi Live Account per person, even if they hold multiple accounts.

2.7. THE PROMOTER’S SOLE DISCRETION AS TO ELIGIBILITY & DISQUALIFICATION

- 2.7.1. The Promoter may, in its discretion, invite you to participate in a Promotion and may waive the requirement that you have an Existing Live Account if it is the only bar to you being an Eligible Entrant.
- 2.7.2. The Promoter reserves the right, at any time, to verify the validity of entries and 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 & Conditions or who tampers with the entry process.
- 2.7.3. The Promoter reserves the right to at its sole discretion disqualify any Entry, cancel or suspend the award of a Prize (or any part of a Prize), and exclude an Entrant from the Promotion if the Promoter considers that an Entrant has behaved in a way that is:
 - 2.7.3.1. in breach of their duties in clause 2.1 above, or
 - 2.7.3.2. behaves in a way that may diminish the Promoter’s name or reputation.
- 2.7.4. The Promoter reserves the right, at its sole and absolute discretion, to deem an irregular, incomprehensible, or incomplete Entry, or any Entries that do not comply with these Terms as not valid.

3. OPERATION OF THE PROMOTION

3.1. PROMOTIONAL PERIOD

- 3.1.1. The Promotion commences on the Promotion Commencement Date and ends on the Promotion End Date.

3.2. AWARD OF PRIZES

- 3.2.1 An Eligible Entrant who has Registered receives one “Entry” into the Promotion for each event of registration described in clause 2.3.1 above unless item 19 of the Schedule is specifies they may enter multiple times, where instead an Entry into the Competition is made for each event of registration
- 3.2.2 Where item 19 of the Schedule is not specified and a Promotion Participant submits more than one entry, their first entry only will be deemed as their Entry.
- 3.2.3 The Promoter will award the prize(s) specified in Part 3 of the Schedule to Eligible Entrants (the “**Winner(s)**”) according to the Criteria after the Promoter has determined that the Entry is valid and has won a Prize. If an Entry is selected as a Winner, it is exhausted and may not receive any further Prize(s) unless:
- 3.2.3.1 that Prize is awarded to all Eligible Entrants to the Promotion, or
 - 3.2.3.2 item 19 of the Schedule specifies that they may win multiple times to the maximum amount prescribed, if any.
- 3.2.4 The Promoter will communicate the recipient of prizes (the “Winner(s)”) under the Promotion by the communication method specified in item 16 of the Schedule on the Promotion Announcement Date.
- 3.2.5 Unless Part 4 is not included in the Schedule,
- 3.2.5.1 the Winner(s) must contact the Promoter to claim their prize by the method specified in that same part.
 - 3.2.5.2 If a Winner does not contact the Promoter to claim their Prize within 14 days, the award of the Prize will be rescinded, and the Prize will be awarded to the next-ranked Eligible Entrant according to the Criteria or rank as judged by the Promoter in clause 3.2.9 below.
- 3.2.6 If item 18 of the Schedule specifies that “Prizes will be awarded to all Registered and Eligible Entrants for each Entry, each Entry will receive the Prize specified in Part 3 of the Schedule.
- 3.2.7 The conditions outlined from clause 4.1 to clause 4.5 shall apply as specified in Part 3 of the Schedue.
- 3.2.8 Delivery of Prizes by the Promoter to the Winner(s) will be arranged within the time specified in item 17 of the Schedule after the Winner(s) have contacted the Promoter to claim the Prize, unless the Winner(s) ask for the Prize to be delivered after that timeframe (for example, if the Winner is able to and chooses to receive a Prize at a later date, the Promoter does not have to deliver the Prize within the specified time). If no time is specified, the time shall be 30 days.
- 3.2.9 Where the Promoter assesses an Eligible Entrant’s response to a promotion question, each valid Entry will be individually judged based on the accuracy and originality of the Entry in response to the question, as determined by the judges of the Promotion appointed by the



Promoter. The best entry as determined by these judges in their absolute discretion will be the Winner(s).

- 3.2.10 The Promoter's decision on each Prize winner is final and no correspondence will be entered into.
- 3.2.11 If the Promoter suspects that you have abused or attempted to abuse a Promotion, have behaved in a way which may diminish its name or reputation, acted in bad faith towards the Promoter, act fraudulently, or in a way that obtains an unfair advantage, or in breach of any law, the Promoter may in its sole discretion cancel, deny, withhold or withdraw the Prize(s) and if necessary, either temporarily or permanently, terminate your access to the service and/or block your account.
- 3.2.12 If the Promoter subsequently discovers that the individual, is in fact, not eligible to participate in the Promotion, the Promoter may at its discretion reverse the Prize.
- 3.2.13 No individual shall be entitled to any payment or compensation from the Promoter should any Prize be forfeited or reclaimed.
- 3.2.14 The prizes (or any part thereof) are not transferable.
- 3.2.15 If a Prize (or any part of a Prize) becomes unavailable for reasons beyond the Promoter's control including the COVID-19 pandemic, the Promoter may substitute a Prize (or the relevant part of a Prize) with a prize of equal or greater value.

4. CONDITIONS ON PRIZES

4.1. REIMBURSEMENT & TRAVEL

Where a Prize specifies in Part 3 of the Schedule that it is subject to the special condition including the words "reimbursement or travel", the following clauses apply. References to a "Winner" and their responsibilities are taken to also include their guest, or the Winner on behalf of their guest, as applicable:

- 4.1.1. It is the Winner's responsibility to ensure that they:
 - 4.1.1.1. travel at the same time as their guest and depart from the same capital city as their guest, where they have a guest,
 - 4.1.1.2. book accommodation,
 - 4.1.1.3. arrange transportation to and from the airport at both their place of origin and the destination city,
 - 4.1.1.4. cooperate with the Promoter's staff or representatives by providing information as required from time to time, including dietary information,
 - 4.1.1.5. provide the Promoter's staff or representatives with tax invoices and receipts for travel described in the Prize to the reasonable satisfaction of the Promoter,

- 4.1.1.6. do all things necessary and make all enquiries necessary to attend booked airfares, accommodation, and travel. This includes but is not limited to arranging visa authorisation, arranging passport documentation, and meeting medical requirements such as vaccination requirements.
- 4.1.2. All other expenses not expressly referred to in the Prize, including but not limited to visas, passport costs, travel insurance, and other travel expenses, are to be borne by the Winner and are the Winner and their guest's (if applicable) responsibility.
- 4.1.3. No cash or other prize will be awarded as a substitute if the Winner or the guest cancels for any reason or fails to any booking requirement or responsibility listed above, and consequently is unable to receive part/all the Prize.

4.2. INTELLECTUAL PROPERTY

Where a Prize specifies in Part 3 of the Schedule that it is subject to the special condition including the words "promotional activities", the following clauses apply to the Winner (and their guest, if applicable) and they accept these terms by accepting the Prize:

- 4.2.1. the Winner must be available for and consent to being in promotional photographs or video during their attendance to Manchester if requested by the Promoter, and sign any further documentation required by the Promoter to give effect to the rights of the Promoter to such promotional material.
- 4.2.2. The Winner agrees that their personal information, likeness, or information provided to the Promoter as part of this Promotion, or while receiving or experiencing their Prize, may be used in any media and for an infinite period, without further compensation, by the Promoter or the Partner (if any). This includes but is not limited to use on TV, radio, print, display advertising, website and social media channels, and the Promoter's website.
- 4.2.3. The Winner assigns ownership of any natural or property rights in respect to promotional material described above in clause 4.2 to the Promoter and any Partner if applicable, and agrees to sign any documentation to give effect of such ownership with the Promoter.

Where a Promotion Participant provides an answer to a written question as part of becoming Registered, the following clauses apply:

- 4.2.4. By entering this Promotion, the Promotion Participant grants 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 promotion, 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.

4.3. AFFILIATE PROMOTIONS

- 4.3.1. Where an Eligible Entrant is an Eligible Affiliate and has entered more than one Promotion during the Promotion Period where these promotions run concurrently, an Eligible Affiliate may



only claim one Prize from the Promoter for one Promotion which runs during that Promotion Period.

4.4. TRADING CREDIT

The following clauses apply when a Prize is specified in Part 3 of the Schedule as a Trading Credit:

- 4.4.1. Trading Credit cannot be withdrawn, transferred to another person, transferred to another person's live Account, redeemed for cash, or exchanged for other goods and services.
- 4.4.2. Any trading profits generated from the usage of Trading Credit that result in a positive cash balance may be withdrawn from your Axi Live Account if you have traded a minimum of at least 5 standard lots.
- 4.4.3. Where a Prize awarded is in Trading Credits, the recipient of a Prize is required to email the Promoter at service@axi.com their Details.
- 4.4.4. Where a recipient of a Prize does not provide their Details with 14 days from the Promotion Announcement Date, they will not be awarded the Prize and it will be awarded to the next ranked Eligible Entrant.
- 4.4.5. Trading Credit awarded as a Prize will expire 6 months after the closing date of the Promotion Period and will be removed from the Prize recipient's Live Account.

4.5. CASHBACK PRIZES

The following clauses apply when a Prize is specified in Part 3 of the Schedule as a cashback or if item 18 of the Schedule is specified:

- 4.5.1. A cashback of the dollar amount specified in Part 3 of the Schedule will be deposited into your Account by the Promoter for every number of lots specified in item 18 of the Schedule for lots of margin FX traded.
- 4.5.2. The cashback will be deposited in the currency of your Live Account at the end of the month during the Promotional Period equivalent to the amount listed in the Prize in USD. The conversion to the currency of your Live Account is determined by the spot rate at the time the cashback is deposited to the Winner's Axi Account.
- 4.5.3. There are no limits on the number of cashbacks that can be deposited into your Live Account unless specified in item 18.
- 4.5.4. Cashbacks can be withdrawn, but not transferred to another person's Account or exchanged for other goods and services from the Promoter.
- 4.5.5. Promotions with cashback prizes are limited to one Account per person, even if they hold multiple Accounts.
- 4.5.6. If the Promoter amends or cancels this Promotion in the future, it reserves the right at its sole discretion to withdraw the cashback.

4.5.7. The terms of item 18 in the Schedule will prevail to the extent of any conflict between this clause 4.5 and item 18.

4.6. LOSS COVER PRIZES

These subclauses apply when the title of Part 3 in the Schedule is specified as “Loss Cover”

- 4.6.1. All references to Prize(s) in these Terms are to be taken as references to **Loss Cover**.
- 4.6.2. The amount of loss cover provided by the Promoter in any Promotion is capped at the net loss of the client during that Promotion Period.
- 4.6.3. the Loss Cover will be deposited in USD (or the equivalent in another currency) to your Axi Account at the end of each month during the Promotion Period.
- 4.6.4. the value of the Loss Cover paid is specified in the table of Part 3 of the Schedule. The highest applicable Initial Minimum Deposit row shall apply, and the Customer will receive one payment under the Promotion of that amount.
- 4.6.5. The Loss Cover can be withdrawn but cannot be transferred to another person or to another person’s Account or exchanged for other goods and services.
- 4.6.6. Promotions with loss cover prizes are limited to one Account per person, even if they hold multiple Accounts.
- 4.6.7. Promotions with loss cover are not available to Axi Customers who are referred by an Introducer or an Affiliate.

5. CONDITIONS OF PROMOTION DEMO ACCOUNTS

These subclauses apply where the Account type specified in item 2 of the Schedule is a Demo Account.

5.1. LEVERAGE

- 5.1.1. The maximum leverage for a Promotion Demo Account is fixed at 1:200.

5.2. SIGN-UP CREDIT

- 5.2.1. Upon signing up to a Promotion Demo Account, your Promotion Demo Account will be credited with the Opening Deposit.
- 5.2.2. The Opening Deposit may only be applied to one Promotion Demo Account per Eligible Entrant.
- 5.2.3. An Opening Deposit will not be applied to Promotion Demo Accounts of two or more Eligible Entrants who have the same IP address.

5.3. CLOSURE OF ACCOUNTS

- 5.3.1. All Promotion Demo Accounts will be archived at the end of the trading period when the Promotion closes.

5.4. TRADING RESTRICTED TO PROMOTION PERIOD

5.4.1. No trading is permitted on the Promotion Demo Account prior to the Promotion Commencement Date.

5.5. LIVE RANKING

5.5.1. The ranking of all participants according to the Gain Formula will be published each day on the Promotion landing webpage.

6. THE PROMOTER

The Promoter is AxiTrader Limited

6.1. WAIVERS OF RIGHTS

Failure by the Promoter to enforce any of their rights under these Terms or the Schedule does not constitute a waiver of those rights.

6.2. CONTACTING THE PROMOTER

To contact the Promoter, please email service@axi.com.

6.3. CONSTITUTION OF THE PROMOTER

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).

7. THIRD PARTIES

7.1. PROMOTION SPONSORS

The Promoter may, from time to time, partner with third parties for a Promotion. If the Promoter chooses to do so, the Partner is specified in item 15 of the Schedule.

7.2. THIRD PARTY PLATFORM OPERATORS

The following terms apply to the extent that the Promotion is conducted on, advertised, or promoted on a social media platform or website owned by a third party (“**Platform Operator**”):

- 7.2.1. each entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed, or administered by, or associated with, any Platform Operator.
- 7.2.2. each entrant acknowledges that the Platform Operator does not bear any responsibility for the Promotion.
- 7.2.3. each entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion.



- 7.2.4. to the extent relevant to the Promotion, the Promoter agrees, and each entrant must agree to adhere to the prevailing terms and conditions of each Platform Operator.
- 7.2.5. entrants understand that they are providing their information to the Promoter and not to the Platform Operator.
- 7.2.6. entrants are solely responsible and liable for any content or information they transmit to other users of the Platform Operator; and
- 7.2.7. any questions, comments or complaints about the Promotion must be directed to the Promoter not the Platform Operator.

8. AMENDMENT OF THE TERMS AND CONDITIONS OF THE PROMOTION

8.1. PROMOTER'S DISCRETION

- 8.1.1. The Promoter reserves the right to alter, update, or cancel these Promotion terms at any time at its own discretion. The Promoter is not required to give notice to affected persons.
- 8.1.2. Where the Promoter exercises this right of amendment, and a Promotion Participant is an Affiliate, the Promoter will notify the Eligible Affiliate by email of the amendment.

8.2. FORCE MAJEURE

- 8.2.1. If this Promotion is interfered with or cannot be conducted as reasonably anticipated for any reason beyond the Promoter's control, including but not limited to technical difficulties or fraud, the Promoter reserves the right, to the fullest extent permitted by law:
 - 8.2.1.1. to disqualify any entrant(s); and/or
 - 8.2.1.2. subject to any written directions from a regulatory authority, to modify, suspend, terminate, or cancel the Promotion.

9. LIABILITY

9.1. PROMOTER'S LIABILITY

- 9.1.1. To the fullest extent permitted by law, the Promoter will not be liable for any loss or damage an entrant or winner suffers by participating in this Promotion.
- 9.1.2. The Promoter shall not be liable to any account holder or any other persons for any loss or damage arising in connection with the Promotion, including without limitation, any error in computing any chances, any breakdown or malfunctions in any computer system or equipment, or any entries or correspondence which are lost, late, misdirected, damaged, incomplete, and/or illegible for any reason.

9.2. YOUR COSTS

9.2.1. While entry into the Promotion is free, you are responsible for any costs imposed by your internet service or other technology providers or otherwise specified in the Schedule related to Prizes.

10. YOUR INFORMATION

10.1.1. Personal information, including any Eligible Entrant's name and address, will be collected, and used for the purpose of conducting this Promotion. 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 Promotion, or for promotional and marketing purposes (including for direct marketing).

10.1.2. By entering this Promotion, Eligible Entrants consent to the use of their personal information for promotional purposes, 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.

10.1.3. Eligible Entrants agree that their personal information may be used in any media and for an infinite period, without further compensation. This includes but is not limited to use on TV, radio, print, display advertising, website and social media channels, and the Promoter's website.

10.1.4. All personal information collected will be collected and held in accordance with St Vincent and the Grenadines data protection legislation and Axi's privacy policy. Personal information will not be disclosed to a third party without prior consent.

10.1.5. You have the right to contact the Promoter as outlined in clause 6.2 above to correct out of date and incorrect information or to ask that your information is deleted. If your information is deleted during the Promotional Period or prior to delivery of and Prizes due to you, you are not eligible to win prizes and forfeit any prizes won.

11. IMPORTANT INFORMATION

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.