

Terms & Conditions for “Be Bold, Win Gold!” Partner Promotion

A. Introduction

1. This document describes the terms and conditions of the “Be Bold, Win Gold!” promotion (the “Promotion”) which is a Forex4you partner promotion. All partners who participate and fulfill the necessary requirements will qualify for participation the Promotion. Top 5 qualifying partners with most points will win the Promotion.

B. Participation in Promotion

1. Only Forex4you Partners who meet the following criteria can participate:
 - a. Country: Malaysia;
 - b. Forex4you Partners are defined as Forex4you Clients who have an account under the Forex4you Affiliate program, Forex4you IB program or Forex4you Pro-STP Mark-up program;
 - c. Clients whose activities are eligible are:
 - i. All Forex4you Clients under Forex4you IB Partners;
 - ii. All Forex4you Clients under Forex4you Pro-STP Mark-up Partners’ program;
 - iii. Only trades from direct/1st level Clients of the "Affiliate" Partner program will be considered for the Promotion. Trades by Level 2 and 3 affiliate Partner Clients are not valid;
 - d. All Partners must have verified Forex4you accounts;
 - e. Forex4you Partner’s Clients must have verified accounts for their trades and deposits to be eligible in the Promotion;
 - f. There should be no duplicate accounts. Partners should only have one Forex4you trader room;
 - g. Partners shall not and are prohibited from using family members or close friends to make new Forex4you accounts.
2. Partners who are Local Depositors are eligible to participate.

C. Promotion Period

1. The Promotion trading period runs from 01 October 2021 until 31 December 2021 (the “Promotion period”).

D. Promotion Terms

1. Registration:

- a. All eligible Partners will need to click the “Participate” button to register in the Promotion.

2. Minimum Requirements

- a. During the Promotion period, the Partner will need to fulfill the following minimum requirements in order to participate in the Promotion:
 - i. 3 new clients;
 - ii. 100 new client Lots;
 - iii. 10,000 USD new client deposit.

3. Points

- a. If a Partner has reached and is maintaining the minimum requirements for the Promotion, all that Partner’s points will be valid.
- b. The Partner can then qualify for one of the Top 5 winners of the Promotion:
 - i. Winners are 5 Partners that have qualified and have had the most points among other participating Partners.

- ii. Points are calculated based on the following formula:

50 USD new client deposit and 1 new client lot traded equal 100 points.

Both conditions must be satisfied for points to be awarded.

iii. Basic Calculation:

If a Partner’s clients have deposited 50 USD, the Partner can get a maximum of 100 points if 1 lot is traded (1 lot: 50 USD = 100 points). If a Partner’s clients have deposited 50 USD and 0.5 lot is traded, then the Partner will get 50 points.

- iv. Example of point calculations in two different scenarios:

	Total New Client Deposit	Total New Client Trading Volume	Results (points)
Partner 1	10,000 USD	90 lots	9000
Partner 2	7,500 USD	200 lots	15,000

Partner 1’s total new client deposit is 10,000 USD and total New trading volume is 90 lots. The maximum value that the Partner can receive from a deposit of 10,000 USD is 20,000 points. However, this is only possible if 200 lots (10,000 USD /50= 200 lots) are traded. But only 90 lots have been traded then it is below the requirements. Hence, Partner 1 will be awarded 9,000 points as the minimum of 200 lots was not traded (90 lots x 100 = 9,000 points).

In the second example, the total deposited amount for Partner 2 equals 7 500 USD and 200 lots were traded. 7,500 USD will give 15,000 points

(7,500 USD /50 x 100 = 15,000 points) if a minimum of 150 lots (7,500/50= 150) are traded. We have 200 lots which is 50 lots above the minimum required number of lots to receive maximum points for the deposits made. Hence the Partner will gain the maximum number of points for 7,500 USD dollars which is 15,000 points.

- c. Points cannot be transferred to other Partners.
- d. New clients are defined as verified 1st level clients that have joined during the Promotion period.
- e. At the end of the Promotion period, Partners need to maintain a maximum commission to InOut percentage of 60% (i.e., commission percentage cannot be greater than 60%of the Partber's InOut value).
- f. At the end of the Promotion period, Partners who have won need to maintain a minimum amount of InOut in order to claim the prize.
 - i. Partners who are in 1st to 3rd place should have a minimum InOut of 10,000 USD.
- g.

4. Tracking of progress:

- a. The Partner may contact Forex4you customer service or key account managers to check their progress and eligibility.
- b. The Partner may check marketing materials and communications for progress.
- c. Should any discrepancies in data occur between Forex4you internal systems and any marketing communications, it is at Forex4you's discretion to decide the outcome.

5. Prizes:

- a. The Top 5 partners with the most points will win the following prizes:

Ranking	Prizes
1	20 grams 999 Gold Bar + Jabra Headset + Forex4you Merchandise
2	20 grams 999 Gold Bar + Jabra Headset
3	20 grams 999 Gold Bar + Forex4you Merchandise
4	Jabra Headset + Forex4you Merchandise
5	Jabra Headset

- b. If two or more of the Top Partners are tied based on points, it is at Forex4you's discretion to choose the ranking of each Partner.
- c. If a Partner is disqualified, it is at Forex4you discretion to choose another Partner to replace the disqualified Partner.
- d. Prizes are subject to availability at end of the Promotion. Forex4you has the right to replace the prize with another prize.

E. Lots and Orders

1. Hedged orders are taken into account in their total full lot volume only in the event where the second order (opposite direction order) was opened not earlier than 3 hours after the first order had been opened. Should the period between the openings of two opposite directed orders, be equal to or less than 3 hours, the smaller order's volume would be counted in the calculations.
2. Deposit bonus or Welcome Bonus funds and lots traded using such bonus funds will not be counted towards the Promotion.
3. Total traded volume is counted from closed orders. Any orders that are open at the end of Promotion will not be considered for the Promotion.
4. The deposit and traded volumes from all existing trading platforms will be assessed at the end of the Promotion Period.
5. Number of points assigned and/ or InOut calculations made for the Promotion may vary and are based on the financial instruments/market pairs traded.
6. All calculations are done on a Trader Room level and not per individual Partner accounts.
7. InOut is defined as the total amount of funds deposited by first level clients from which the total amount of funds withdrawn by first level clients is subtracted (formula: deposits minus withdrawals = InOut) within a certain time period.
8. Forex4you will determine the final results of each Partner. Data will be derived from data of Partner's activity, but the Promotion result will not include:
 - a. Internal transfers;
 - b. Any other monetary activity that Forex4you deems unfit.

F. Rewards and awarding

1. Choosing the Winners

- a. Only Partners approved by Forex4you are eligible to get the prize.
- b. By accepting the rewards, Partners unconditionally consent to the terms and conditions of the Promotion.

- c. Forex4you reserves the right to substitute any Partner subsequently found to be ineligible or disqualified. Forex4you's determination of the Partner's qualification shall be final, conclusive, and binding.

2. Nature of the Reward

- a. Forex4you reserves the right to replace and/or substitute and/or change the reward with another item of an equivalent, or close to the prevailing recommended retail price, of any of the rewards, at any time and without giving any prior notice, or reasons, or assuming any liability to any party.
- b. The entitlement to the reward is not replaceable or refundable or transferable or exchangeable for gifts, vouchers or benefits-in-kind, unless Forex4you deems it to be.
- c. Rewards cannot be transferred to other Partners.
- d. **Awarding of the Rewards and Revoking of the Rewards**
 - a. Eligible Partners will either be contacted personally by Forex4you or may choose to reach out to Forex4you at the end of the Promotion.
 - b. Forex4you will respond via personal call, message or email notifying the Partner of eligibility to receive the reward and the number of points the particular Partner has accumulated within twenty (20) working days of conclusion of the Promotion (or on such other date as Forex4you may, in its discretion, decide).
 - c. Should the Partner fail to reply to Forex4you's confirmation of the reward within five (5) business days via phone or email, such Partner will forfeit his/her reward, and a new winner will be selected.
 - d. Forex4you reserves the right to disclose and publish the names, and such other particulars (including photography) of any Partner in such mode and manner as it may at its sole discretion, deem appropriate for publicity purposes. The Partner also agrees to be photographed, to the disclosure of his or her personal information, the use of his or her name, picture, image and voice for publicity purposes connected to the Promotion and to cooperate with and participate in the activities organized by Forex4you for this purpose without additional compensation.
 - e. All Partners must share news of their rewards on specified social media platforms prior to receiving the reward from Forex4you.
 - f. All Partners must provide adequate documentation if requested. Failure to provide the documents may result in the Partner forfeiting the reward. If the Partner does not provide documents requested within 10 working days. Forex4you has the right to revoke the reward.

- g. Forex4you excludes all and any liability, for prizes which are lost, delayed or damaged in transit, Proof of postage/dispatch will be provided upon request. Forex4you does not provide and disclaims any warranty or insurance for the prizes, and all and any warranty and insurance claims should be made to the respective prize manufacturers and/ or retailers.
- h. All prizes may take up to 6 months from the 31 December 2021 for Forex4you to purchase and deliver to the winners.
- i. If Forex4you subsequently discovers or determines in its absolute discretion that a Partner is not entitled to, or is disqualified from participating in the Promotion, or is unable to adhere to any of the terms and conditions in relation to the Promotion, Forex4you shall, at its sole discretion, decide on the following:
 - i. Withdraw the reward; and/or
 - ii. Re-claim the reward from the Partner and select the next qualifying Partner.

G. Reservation of Rights and Disqualification

1. Forex4you reserves the right at its reasonable discretion, to:
 - a. Decline registration to any participant in the Promotion.
 - b. Disqualify any participant of the Promotion who violates or abuses the terms of use of Forex4you services.
2. Only users who have registered with Forex4you and are from the relevant country are eligible to participate the Promotion. At any given time, we may ask the participant to provide personally identifiable information. Forex4you reserves the right to limit, block access to its services and/or terminate the user account if such information is not provided. By providing us with the information and registering with Forex4you, you confirm that any information provided is correct, accurate, up to date and complete.
3. Forex4you reserves the right, at its reasonable discretion, to discontinue the Promotion without any prior notification.
4. Forex4you reserves the right to alter, amend or terminate the Promotion, or any aspect of it, at any time. Forex4you is not obliged to warn customers about changes in the Promotion. The Partner is obliged to comply with all the rules and conditions of the Promotion, as well as monitor changes in the relevant terms and conditions.
5. Any indication or suspicion, in Forex4you reasonable discretion, of any form of arbitrage, abuse, fraud, manipulation, cash-back arbitrage will nullify all transactions carried and/or profits or losses in that trading account.

6. If a participant experienced data integrity issues concerning account statistics and therefore did not participate in the Promotion, the user will not be entitled to any prize. Participants who attempt to abuse the Promotion or manipulate their position in the Promotion will forfeit their prize in favor of the next chosen user in line in the Promotion.
7. If any participant is attempting to compromise the integrity or the legitimate operation of the Promotion by hacking or by cheating or committing fraud or manipulation in any way, including by providing false details or by false registration, Forex4you may terminate such a user account at its sole discretion. Further, Forex4you may refrain from granting prizes and/or deduct any such prizes' amounts that were given to such participants under the Promotion and/or ban the user from participating in any of future promotion and other promotions.
8. Force Majeure. In no event shall Forex4you be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, disease and pandemics (including, but not limited to, CoVid-19), nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. Forex4you shall use reasonable efforts which are consistent with accepted market practices as soon as practicable under the circumstances.
9. These terms & conditions have been prepared in different languages, and whilst all versions are considered authentic and accurate, in case of any disputes the English language version shall prevail.

H. Risk Warning

1. Forex Trading involves significant risk to your invested capital. Please read and ensure you fully understand our Risk Disclosure.