

## Terms & Conditions for “Splendid Switzerland!” Global Partner Promotion

### A. Introduction

1. This document describes the terms and conditions of the “Splendid Switzerland!” promotion (the “Promotion”) which is a Forex4you Partner promotion. All Partners who participate and fulfill the necessary requirements during promotion period will be rewarded a trip to Switzerland.

### B. Participation in Promotion

1. Only Forex4you Partners who meet the following criteria can participate:
  - a. Country: Indonesia, Laos, Malaysia, Nigeria, Thailand and Vietnam;
  - 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/1<sup>st</sup> level Clients of the "Affiliate" Partner program will be considered for the Promotion. Trades by Level 2 and Level 3 affiliate Partner Clients are not taken into account;
  - d. All Partners must have verified Forex4you accounts;
  - e. Partner’s Clients must have verified accounts for their trades and deposits to be eligible for consideration 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 register/ create new Forex4you accounts.
2. Partners who are Local Depositors are eligible to participate.

### C. Promotion Period

1. The Promotion period runs from 01 March 2023 until 31 December 2023 (the “Promotion period”).
2. The Trading period is from 1 January 2023 until 31 December 2023(the “Trading period”).

### D. Promotion Terms

#### 1. Registration:

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

#### 2. Minimum Requirements

- a. During the Promotion period, a Partner will need to fulfill the following minimum requirements in order to win One (1) ticket:
  - i. 20 new active clients;

- ii. 10,000 client Lots traded;
  - iii. 300,000 USD InOut achieved.
- b. All data generated during the Trading period will be taken into account for result calculating.
- c. New active clients are defined as verified 1st level clients that have joined and made at least one (1) order during the Trading period.
- d. 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 the Trading 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 Partner's InOut value).
- f. At the end of the Promotion period, Partners who won need to maintain a minimum amount of 300,000 USD InOut in order to claim the reward.

### 3. Tracking of progress:

- a. The Partner may check his/ her progress and eligibility via the widget display in the Trader Room or by contacting Forex4you customer service.
- b. Should any discrepancies in data occur between Forex4you internal systems and any marketing communications, it is at Forex4you's discretion to decide the outcome.

### 4. Winning:

- a. Only Forex4you Partners who have participated in the Promotion and have satisfied all requirements and conditions can win a ticket to the Switzerland trip.
- b. If a Partner would like to win more than one (1) ticket, the Partner will need to multiply the minimum requirements by the number of ticket he/she desires to win.
- c. For example:
  - i. To win one (1) ticket, Partner will need to fulfill minimum requirements of 20 new active clients, 10,000 clients lots traded and have a minimum InOut of 300,000 USD.
  - ii. To win two (2) tickets, Partners will need to fulfill minimum requirements:
    - 1.  $20 \times 2$  (2 tickets) = 40 new active clients;
    - 2.  $10,000 \times 2$  (2 tickets) = 20,000 clients lots traded;
    - 3.  $300,000 \text{ USD} \times 2$  (2 tickets) = 600,000 USD InOut.
- d. Partners that have not fulfilled the minimum requirements, and/ or whose commission to InOut percentage is more than 60% and/ or InOut is less than 300,000 USD by the end of the Promotion period, will not qualify for participating in the Promotion.
- e. Only winners announced and approved by Forex4you will be eligible to claim the reward.
- f. 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.
- g. Rewards are subject to availability at the end of the Promotion. Forex4you has the right to replace the reward with another reward.

- h. By accepting the rewards, Partners unconditionally consent to the terms and conditions of the Promotion.

## **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 InOut and traded volumes from all existing trading platforms will be assessed at the end of the Promotion Period.
5. All calculations are done on a Trader Room level and not per individual Partner accounts.
6. 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. Nature of the Reward**

- a. The reward will be a 7-day trip to Switzerland with expenses paid by Forex4you for Winners' visa, transport, accommodation, and meals.
- b. Any additional expenses (e.g., souvenirs, shopping) incurred by any Winners on the trip will be the sole responsibility of the Winner to finance.
- c. Forex4you will determine the dates and the timing of the trip. No exception or changes in dates will be made for Winners that are unable attend the trip, except at Forex4you's sole discretion.
- d. Forex4you will determine the mode and type of transportation and accommodation, and no exceptions and changes will be made to these arrangements except at Forex4you's sole discretion.
- e. The entitlement to the reward is exchangeable for 5,000 USD cash. The exchanged cash prize of 5,000 USD will be transferred to the account of the Trader Room (account attached to such Trader Room) from which the Partner has requested to receive the prize.
- f. The request of exchanging the reward to cash prize should be made before tickets and arrangements are booked.
- g. The entitlement is not refundable or transferable or exchangeable for gifts, vouchers or benefits in-kind, unless stated otherwise in these terms and conditions.
- h. 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.

**i. Arrangements and Documents:**

- i. Forex4you will arrange the visa, tickets, accommodation, and itinerary for the trip.
- ii. Winners and/or additional person (the “Winner”) will be required to provide personal documents such as, but not limited to, passports.
- iii. Failure to provide the requested documents within 72 hours will result in the Winners forfeiting their reward.
- iv. Winners must inform Forex4you about their criminal record, previous visas or legal charges that may get their visa application denied.
- v. Winners must inform Forex4you about any disability, allergies, medical condition and dietary restrictions that they have before tickets are booked.
- vi. Winners are obligated to follow the itinerary set by Forex4you. In the event Winners cannot follow the itinerary, they must inform Forex4you in advance.
- vii. All Winners must sign the legal documents required and presented by Forex4you before the trip. Failure to sign documents will result in forfeiting the trip.
- viii. Forex4you is not responsible for the approval of visas. If a Winner’s visa is denied, the Winner may have to forfeit the prize. Forex4you will decide at its sole discretion on the outcome of for the Winner. No compensation of any kind is granted for cancelled trips.

**2. Awarding of the Rewards and Revoking of the Rewards**

- a. The Winners 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 Winners of eligibility to receive the reward within thirty (30) 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 co-operate 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. If all documents and planning has been arranged and the Winner is unable to attend the trip due to any circumstance, Forex4you will not compensate the Winner and the Winner will forfeit the prize. No dates or plans will be changed for such cases.
- g. If a Winner cannot attend the trip before tickets and arrangements are booked, the Winner should inform Forex4you before any arrangements have been made. It is to Forex4you's discretion on the outcome of the Winner's reward in such a case.
- h. If Forex4you subsequently discovers or determines in its absolute discretion that a partner is not entitled to or is disqualified to participate in the Promotion or is unable to adhere to any terms and conditions in relation to the contest, 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 another qualifying Partner.
- i. In the interest of safety, during the trip, if any inappropriate actions and/or activities resulting in harm or serious offence to others occurs, Forex4you has the right to end the trip early for any Winner for such actions actions/ activities.

## **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 in 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 reward. Participants who attempt to abuse the Promotion or manipulate their position in the Promotion will forfeit their reward 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 rewards and/or deduct any such rewards' 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.