

TERMS AND CONDITIONS FOR THE “Win your Dream Supercar” Promotion

1. INTRODUCTION

- 1.1. This document describes the terms and conditions of the “Win your Dream Supercar” Promotion (the “Promotion”) which is a Forex4you marketing promotion.

2. PARTICIPATION ELIGIBILITY

- 2.1. Only Forex4you Partners who meet the following criteria can participate:
 - 2.1.1. Location/Country of registration:
 - 2.1.1.1. **Thailand**
 - 2.1.1.2. **Laos**
 - 2.1.1.3. **Philippines**
 - 2.1.1.4. **Vietnam**
 - 2.1.1.5. **Malaysia**
 - 2.1.1.6. **Bangladesh**
 - 2.1.1.7. **India**
 - 2.1.1.8. **Pakistan**
 - 2.1.1.9. **Indonesia**
 - 2.1.1.10. **Nigeria**
 - 2.1.1.11. **South Africa**
 - 2.1.2. Forex4you Partners are defined as Forex4you Clients who have an account under the Forex4you Affiliate program, Forex4you IB program or Forex4you Pro-STP markup program.
 - 2.1.3. Clients whose activities are eligible are:
 - 2.1.3.1. All Forex4you Clients under Forex4you IB Partners.
 - 2.1.3.2. All Forex4you Clients under Forex4you Pro-STP Mark-up program Partners.
 - 2.1.3.3. 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.
 - 2.1.4. All Partners will need to verify Forex4you accounts.
 - 2.1.5. Forex4you Partner's Clients will need to have verified accounts for their trades and deposits to be eligible in the Promotion.
 - 2.1.6. There should be no duplicate accounts; Partners should only have one Forex4you trader room.
 - 2.1.6.1. Partners shall not and are prohibited from using family members or close friends to make new Forex4you accounts.
 - 2.1.7. Partners who are Local Depositors are eligible to participate.

3. PERIOD OF PARTICIPATION

- 3.1. The Promotion trading period runs from **01 April 2021** until **30 September 2022** (the “Promotion trading period”).

4. PROMOTION TERMS

- 4.1. **Registration:**
 - 4.1.1. All eligible Partners will be automatically registered in the Promotion.
- 4.2. **Requirements**
 - 4.2.1. During the Promotion trading period, the Partner will need to hit minimum requirements during the period of trading in order to participate in the Promotion:
 - 4.2.1.1. Requirement of 8,000,000 USD client InOut

- 4.2.1.2. Requirement of 100 new active clients
- 4.2.1.3. Requirement of 100,000 client lots traded.
- 4.2.1.4. All requirements are calculated on a first level basis. Any clients on the Partner's 2nd or 3rd level of an affiliate program will not be counted.
- 4.2.2. The first 3 Partners to reach all 3 requirements and gather the most points will be considered winners.
- 4.2.2.1. Partners must participate on an individual basis and cannot add up their results with other Partners.
- 4.2.2.2. Partners must only use 1 trader room to qualify for the prize. Partners that use multiple trader rooms may not add up their results.
- 4.2.2.3. Partners should be active in the last 3 months towards to end of the promotion. Inactive partners will automatically be disqualified.
- 4.2.2.4. There should a minimum of 10 partners that achieve the minimum requirements. Should there be less than 10 partners, Forex4you has the right to cancel the promotion.
- 4.2.2.5. Partners cannot enter the promotion 3 months before the end of the promotion period.

4.3. Points

- 4.3.1. If a Partner has reached and is maintaining the minimum requirements for the contest, all Partner's points will be valid.
- 4.3.2. The Partner can then qualify to be one of the top 3 winners of the Promotion.
- 4.3.2.1. Winners are 3 Partners that have qualified and have had the most points among other participating partners.
- 4.3.2.2. Points are calculated based on the following formula: 100 USD Client deposit and 1 Client lot traded equal 100 points. Both conditions must be satisfied for points to be awarded.
- 4.3.2.3. **Basic Calculation:** If a Partner's clients have deposited 100 USD, the Partner can get a maximum of 100 points if 1 lot is traded (1 lot x 100 USD = 100 points). If a Partner's clients have deposited \$100 USD and 0.5 lot is traded (0.5 lots x 100 USD = 50 points), a Partner will get 50 points.
- 4.3.2.4. Example of point calculations in two different scenarios:

	Total Client Deposit	Total Client Trading volume	Result (points)
Partner 1	10,000 USD	90 lots	9,000
Partner 2	7,500 USD	100 lots	7,500

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

In the second example, the total deposited amount for Partner 2 equals 7 500 USD and 160 lots were traded. 7,500 USD will give 7,500 points if a minimum of 75 lots (7,500/100 = 75) are

traded. We have 100 lots which is 25 lots above the minimum required amount of 75 lots. Hence the Partner will gain the maximum amount of points for 7,500 USD dollars which is 7,500 points.

4.3.3. Points cannot be transferred to other Partners.

4.3.4. Clients are defined as verified 1st level clients.

4.3.5. Tracking of progress:

4.3.6. The Partner may contact Forex4you customer service or the key account managers to check their progress and eligibility.

4.3.7. Partner may check the widget in the personal Trader Room for progress.

4.3.8. Should any discrepancies in data occur between Forex4you internal systems and the trader room widget, it is at Forex4you's discretion to decide the outcome of the reward.

4.4. Prizes

4.4.1. The prize for this promotion is a car.

4.4.2. The brand, make and model of the car shall vary depending on country and Partner who has won.

4.4.3. It is at Forex4you's decision to choose the retailer of the car.

4.4.4. It is at Forex4you's decision to choose the car.

4.4.5. The prize value of the car will not exceed 150,000 USD for the 1st place winner

4.4.6. The prize value of the car will not exceed 100,000 USD for the 2nd place winner

4.4.7. The prize value of the car will not exceed 50,000 USD for the 3rd place winner

4.4.8. For all cars, the value includes tax and other expenses such as but not limited to the import fee.

4.4.9. 1 prize is limited to 1 Partner only.

4.4.10. If there are multiple Partners eligible for a single prize it is at Forex4you's discretion to choose the winner.

4.4.11. If a Partner is disqualified, it is at Forex4you's discretion to choose a new partner to replace the initial winner.

4.4.12. Forex4you will compensate the Partner with 70% of the maximum prize value of the car they are entitled to should no car be available.

4.4.12.1. Car availability is subject to, but not limited to reasons such as a lack of a reliable retailer in a particular region or or lack of the desired car model.

4.4.13. The Partner may also opt choose cash instead of the prize even if the car is available, as such, Forex4you will gift the partner 70% of the maximum prize value of the car to the Partner's MT4 account of choice.

4.4.14. At the end of the Promotion trading period, Partners need to maintain a minimum commission to InOut percentage of 60%.

4.4.15. Prizes will not include car upgrades or additional merchandise for the car (for example: Forex4you will not compensate additional rims, paint-jobs or other visual or mechanical modifications for the winner).

5. LOTS AND ORDERS

- 5.1. 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.
- 5.2. Deposit bonus or Welcome Bonus funds and lots traded using bonus funds (e.g. Deposit Bonus promotion) will not be counted for the Promotion.
- 5.3. Trading activity should result from a minimum of 100 active clients during the Promotion trading period.
- 5.4. Total traded volume is counted from closed orders at the end of the Promotion trading period. Any orders that are/ remain open at the end of the Promotion trading period, will not be considered for the Promotion.
- 5.5. The deposit and traded volumes from all existing trading platforms will be assessed at the end of the Promotion trading period.
- 5.6. InOut calculations made for the Promotion may vary and are based on the financial instruments/ market pairs traded.
- 5.7. All calculations are done on a separate trader room level and not per individual Partner accounts.
- 5.8. InOut is defined as the total amount of funds withdrawn by first level clients subtracted from the total amount of funds first level clients deposit within a certain time period.
- 5.9. Only deposits and withdrawals using Forex4you's official payment gateways are counted towards the Promotion.
- 5.10. Forex4you will determine the final results of each Partner. Data will be derived from data of Partner's activity, but result from the Promotion will not include:
 - 5.10.1. Internal transfers;
 - 5.10.2. Bonus funds and lots traded using bonus funds;
 - 5.10.3. Any other monetary activity that Forex4you deems unfit.

6. REWARDS AND AWARDING

6.1. Choosing the Winners

- 6.1.1. Only Partners approved and announced by Forex4you, are eligible to claim the points.
- 6.1.2. By accepting the rewards, Partners unconditionally consent to the terms and conditions of the Promotion.
- 6.1.3. Forex4you reserves the right to substitute any Partner subsequently found to be ineligible or disqualified. Forex4you's determination of the Partner's ranking shall be final, conclusive, and binding.

6.2. Nature of the Reward

- 6.2.1. 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.
- 6.2.2. Rewards cannot be transferred to other Partners.

6.3. Awarding of the Rewards and Revoking of the Rewards

- 6.3.1. Eligible Partners will either be contacted personally by Forex4you or may choose to reach out to Forex4you at the end of the Promotion.
- 6.3.2. Forex4you will respond via personal call, message or email notifying them of their eligibility to receive the Reward and the number of final 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).
- 6.3.3. 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.
- 6.3.4. 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.
- 6.3.5. All Partners must share news of their rewards on specified social media platforms prior to receiving the reward from Forex4you.
- 6.3.6. 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.
- 6.3.7. 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 any warranty or insurance for the prizes, and all and any warranty and insurance claims should be made to the respective prize manufacturers and retailers.
- 6.3.8. All prizes may take up to 6 months from the confirmation of winning for Forex4you to purchase.
- 6.3.9. Forex4you is not responsible and will not provide any paperwork for the Partner for tax declarations or other legal matters to do with car ownership.
- 6.3.10. 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:
 - 6.3.10.1. Partner of the Promotion to forfeit the reward; and/or
 - 6.3.10.2. Re-claim the reward from the Partner and select the next qualifying Partner.

7. RESERVATION OF RIGHTS AND DISQUALIFICATION

- 7.1. Forex4you reserves the right at its reasonable discretion, to:
 - 7.1.1. Remove any Partner from the Promotion if such Partner violates or abuses the terms of use of Forex4you's services.
 - 7.1.2. To discontinue the Promotion or these additional conditions without any prior notification.
- 7.2. 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 Clients and/ or Partner about changes in the Promotion. The clients and Partners are obliged to comply with all the terms and conditions of the Promotion, as well as monitor relevant changes in these terms and conditions for the Promotion.
- 7.3. Only Partners who have registered with Forex4you and are from the relevant countries, are eligible to participate in the Promotion. At any given time, we may ask the Partner to provide

personally identifiable information for verification purposes. Forex4you reserves the right to limit, block access to its services and/or terminate a Partner's 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, up to date, and complete.

- 7.4. If a Partner experiences data integrity issues concerning account statistics and therefore did not qualify for the Promotion, the Partner will not be entitled to any reward. Partners who attempt to abuse the reward Promotion or manipulate their position in the Promotion will forfeit their reward in favor of the next randomly chosen Partner in the Promotion.
- 7.5. If any Partner attempts 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 providing false details or false registrations, Forex4you may terminate such client accounts at its sole discretion. Further, Forex4you may refrain from granting rewards and/or deduct any such reward amounts that were given to such participant under the Promotion and/or ban the Partner from participating in any of its future Promotions.
- 7.6. Any indication or suspicion, in Forex4you's reasonable opinion, 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 related to the Partner activity or this Promotion.
- 7.7. These terms & conditions have been prepared in different languages, and whilst all versions are considered authentic and accurate, in case of any discrepancies, the English version shall prevail.

8. RISK WARNING

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