

# FXCM AUSTRALIA PROMOTION

## TERMS AND CONDITIONS

### 1. THE PROMOTION

The Promotion described hereunder is offered by FXCM Australia Pty. Limited (“FXCM”) to all new and existing clients of FXCM (“You” or “Your”).

Subject to these terms and conditions, You may be entitled to the following:

❖ **FREE three (3) or six (6) months subscription to “Zorro S”**

A software tool for financial research and algorithmic trading systems.

<https://zorro-trader.com/manual/en/restrictions.htm>

(the “Promotion”)

### 2. BINDING AGREEMENT

You agree that by participating in the Promotion You will be bound by these terms and conditions and FXCM’s Terms of Business (including any schedules, annexes, exhibits, amendments and/or side agreements, if any) that apply to Your account and always subject to any applicable laws (together the “Promotion Terms”). In the event of any conflicts or inconsistency between FXCM’s Terms of Business and these Terms and Conditions, FXCM’s Terms of Business shall prevail.

### 3. HOW TO PARTICIPATE

To be eligible to participate in the Promotion You must:

- (a) be a natural person;
- (b) be over eighteen years of age or over the age of maturity in Your jurisdiction;
- (c) have an already existing individual or joint trading account with FXCM or open an individual or joint trading account with FXCM, such account always being subject to FXCM’s Terms of Business, and which must be open and not subject to any

dispute or default during the Promotion Period defined below (“**Qualifying Account**”); and

- (d) if a new client, fund the account with a minimum deposit of EUR 1,000, or for existing clients, top-up your existing account with a minimum deposit of EUR 1,000 (for the avoidance of doubt, the deposit must be a new payment rather than a transfer of funds between Your trading accounts); and
- (e) agree and comply with these Promotion Terms.

(Collectively, the “**Eligibility Requirements**”).

For the avoidance of doubt, if You do not comply with the Eligibility Requirements, You will not be entitled to participate in this Promotion.

#### 4. PROMOTION PERIOD

This Promotion starts on 14 June 2019 at 00:00 (Australian Eastern Standard Time) and ends on 14 December 2019 at 23:59 (Australian Eastern Standard Time) (“**The Promotion Period**”).

#### 5. RECEIPT OF PROMOTION

5.1 The Promotion will be awarded to You based on Your initial deposit as follows:

Initial deposit	Promotion awarded
EUR 1,000 to < EUR 1,500	3 months subscription to ‘Zorro S’
EUR 1,500 and above	6 months subscription to ‘Zorro S’

5.2 To receive the Promotion, You must send a request from Your FXCM registered email to [algotrading@fxcm.com](mailto:algotrading@fxcm.com) and state “**Zorro Promo**” in the email subject. You must also state in the email: 1) Your account number; 2) the account holders name; and 3) the deposit amount made in aforementioned account.

5.3 Subject to FXCM’s rights under these Promotion Terms, and upon review and confirmation that Your account satisfies the Eligibility Requirements, FXCM shall send You instructions via email on how to redeem the Promotion.

5.4 FXCM shall have sole and absolute discretion in determining whether the Promotion can be awarded to You.

## **6. LIABILITY**

6.1 You agree to indemnify, defend and hold harmless FXCM (including its directors, officers, employees and assigns) on written demand and at all times from and against any and all liability, fines, penalties, actions, judgement, settlement, claims, demands, losses, damages, injury, compensation, costs and expenses (including interest payments, reasonable legal fees on a solicitor/client basis, other professional fees and disbursements and costs of investigation and litigation) for or in respect of which FXCM will or may become liable by reason of or related or incidental to any act, default or omission and/or any breach of representation and warranty set forth herein by You under these Promotion Terms including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise.

6.2 To the extent permitted by law, your rights to litigate, to seek injunctive relief or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Promotion are hereby excluded, and You expressly waive any and all such rights.

## **7. GENERAL CONDITIONS**

7.1 This Promotion may not be used in conjunction with any other offer or promotion by FXCM.

7.2 In the event that FXCM considers Your participation in this Promotion is, or is likely to be, in breach of these Promotion Terms, FXCM reserves the right, without prejudice to any other rights under the Promotion Terms, to immediately withdraw the Promotion from your Account.

7.3 FXCM reserves the right at its sole discretion to alter, amend, modify, suspend or terminate this Promotion, or any aspect of it, including but not limited to extending the Promotion Period at any time and without prior notice. In such event FXCM will make reasonable efforts to notify You by email.

7.4 If the Promotion cannot be executed as planned, due to reasons beyond the control of FXCM, including (but not limited to) any problems or technical malfunction, or any applicable

instrument being delisted or changed substantially, FXCM shall incur no liability to You in connection with the Promotion.

7.5 All former and current employees, interns and contractors of FXCM (the “**Staff**”), and each of its affiliates and subsidiaries and the Staff’s immediate family members and persons with whom such employees are domiciled are prohibited from participating in the Promotion.

7.6 If any provision(s) of the Promotion Terms are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

7.7 Unless the context otherwise requires, references to any gender include all genders and use of the singular includes the plural and vice versa.

7.8 You are solely responsible for the payment of any and all taxes, including but not limited to federal, state and local taxes that may apply to Your participation in the Promotion. FXCM shall have the right, but not the obligation, to make any deductions and withholdings that FXCM deems necessary or desirable under applicable federal, and local tax laws, rules, regulations, codes or ordinances.

7.9 FXCM may, at its sole discretion, provide You with translations of the Promotion Terms. The original English version shall be the only legally binding version for FXCM and You. In case of discrepancies between the original English version and other translations in Your possession, the original English version shall prevail.

## **8. GOVERNING LAW AND VENUE**

These Promotion Terms shall be governed by and construed in accordance with English law. The Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute arising out of or in connection with these Promotion Terms.