

# **Bonuses & Rewards Promotions Terms and Conditions**



FXGT.com is a brand name operated by 360 Degrees Markets Ltd a company registered in Seychelles with registration number 8421720- 1 and registered address Room 12, First Floor, Kingsgate House, Independence Avenue, Victoria, Mahe, Seychelles, authorized and regulated by the Financial Services Authority Seychelles (FSA) under License number SD019 (the “**Company**”).

The Company reserves the right to offer various Bonuses & Rewards Promotions (hereinafter “**the Promotions**” or “**Bonuses and/or Rewards Promotions**” or “**Bonuses and/or Rewards**” or separately referred to as “**the Bonuses**” and “**the Rewards**”) to its Clients from time to time. These Promotions may be limited to only certain jurisdictions or countries, specific account types, or based on other criteria. Therefore, always make sure that you read and understand the Terms and Conditions governing the Bonuses and/or Rewards Promotions contained within this document (hereinafter “**the Promotions T&Cs**”) as well as the specific characteristics of each Promotion indicated under the Promotions tab in the Company’s website from time to time.

By participating in any Promotions, the Client acknowledges that he/she has read, understood and agreed to be bound by the Promotions T&Cs together with the Company’s Terms and Conditions and/or Client’s Agreement and/ or any other Legal documentation located on the Company’s website.

#### **GENERAL PROVISIONS:**

1. These Terms and Conditions apply to the Company and its Clients (legal entities or individuals) who have active Live MT5 trading accounts and are eligible to receive a trading credit and/or cash balance and/or any other prize deriving from any Promotion (hereinafter “**the Client**” or “**you**” or “**Participant**”).
2. The Company reserves the right at any time to amend, alter, modify, delete or add to any of the provisions of the Promotions T&Cs in accordance with the terms hereof. If the Promotions T&Cs were to be amended (hereinafter referred to as “**Changes**”), the Company shall post the updated Promotions T&Cs through the Company’s Website. All amended terms shall have immediate effect from the moment they are officially posted on the Company’s Website. The updated version of the Promotions T&Cs becomes legally binding to both parties upon your access, login or use of your existing account.
3. The Company reserves the right to determine the list of countries participating in the Promotions. Thus, not all may be available to some countries and some countries may not have any Promotions available to them.
4. The decision whether to grant a Bonus and/or Reward to a Client is at the Company’s sole discretion. The Bonuses Promotions offered by the Company, can be granted to selected clients

either in the form of trading credits or cash balance (hereinafter collectively referred to as **“the Credits”**). The Reward Promotions can be granted to selected clients in the form of educational sessions, VPS subscriptions, laptops, watches or any other prizes that the Company decide at its sole discretion (hereinafter collectively referred to as **“the Prizes”**).

5. The granting of any Credits and/or Prizes can be automatically granted to a Client if he/she meets the specific requirements of any Promotion. In cases where there is a specified number of Bonuses and/or Rewards available for Clients who meet the specified criteria for each Promotion as specified on the Company’s Website or any of the Company’s marketing material, then the Bonuses and/or Rewards will be granted to the Clients on the basis of “First comes, first served”, lucky draws and any other form that the Company deems proper.
6. Any Credits and/or Prizes granted to a Client in relation to any Promotion cannot be withdrawn. Any attempts to transfer out from your live MT5 trading account to your e-wallet **any amount** (including profits) will result in the immediate removal of the Credit granted by the Company.
7. Once any Bonus and/or Reward has been granted in the form of trading credits, the Client may use them for trading purposes only. In cases where any Bonus and/or Reward has been granted in the form of a Credit, then the Client may use it either for trading or withdraw it. Profits made after trading with the Credits can be withdrawn.
  8. Any Bonus granted will appear as trading credits in Credits section and any deposited amount will appear as Balance in your trading account. Any profits or losses resulting from closing any position will firstly be reflected on the Balance. When there is no longer available balance then any losses will be deducted from Credits.
9. The Bonuses and/or Rewards may not be transferred to any other live MT5 trading account/s held by the Customer or the live MT5 trading account/s of any other Client or subdelegated to any third party.
10. The set/fixed rates, percentages, limits, assets, trading conditions/requirements, trading account types, dates and periods, places and/or any other aspect of any Promotion (**“the Specifications”**), are specified under the Promotions tab and/ or any Marketing Material produced by the Company, located on the Company’s website or communicated to the Client through the Company’s official communication means.
11. The Promotions are provided at the Company’s sole discretion, hence it reserves the right to amend, alter, modify, remove, or add and in any other way differentiate the conditions and/or specifications and/or characteristics of any Promotion, as it deems fit without providing any prior notice.
12. If the Promotions cannot be executed as planned, due to reasons beyond the control of the Company, including but not limited to any problems or technical malfunction, or any applicable instrument being delisted or changed substantially, the Company shall incur no liability to the Client in connection with the Promotion.
13. The Promotions will apply per Client therefore, if the Client holds multiple Live MT5 trading accounts in the same or different currency, he/she is eligible to receive the Credits and/or Prizes only on the first account that was registered for the Promotion during the promotional

period, unless any Promotions can be offered to the Client more than once as specified in the Company's website, for example Loyalty Bonus which can be granted to Clients multiple times according to consecutive transfer-ins.

14. In cases where Credits and/or any other Prizes will be granted to Clients according to points earned and/or lots traded and/or any other similar requirements, then the latter will be cumulatively counted from all live MT5 trading accounts of the Client.
15. The Credits deriving from any Bonus are granted to Clients only once unless otherwise specified on the Company's website (i.e. Credits from Loyalty Bonus which is granted to the Clients each time they make a consecutive transfer-in from their e-wallet to their live MT5 trading accounts).
16. The Credits deriving from any Bonus are credited in the base currency of the live MT5 trading account of the Client and/or the equivalent in another currency.
17. The Credits can be deducted from the Client's live MT5 trading account/s at any time without prior notification of the Client, at the Company's sole discretion.
18. The Company reserves the right at its sole discretion, to deny, withhold or withdraw from a Client any Credits and/or any other Prizes deriving by any Promotion and/or to terminate the Client's live MT5 trading account/s and/or cancel their participation to any Promotion if the Company suspects or determines that a Client is acting in bad faith or in a manner that is not in the spirit of the Promotions.
19. The Company reserves the right to cancel and/or deduct any Credit/Bonuses that have been granted and/or disable the Client's Account, if the Company believes that the Client abused any of the Company's Promotions, breached the Terms and Conditions and/or Client Agreement and/or any other Legal Document located on the Company's Website, or is in Default as per the Terms and Conditions and/or Client Agreement.
20. The Company reserves the right, at its sole discretion to decline registration of any participant in the Promotions and refuse offering any type of Credit or Prizes at its sole discretion and without the need to provide justification.
21. Under no circumstances shall the Company be liable for any consequences of any Promotions' cancellation and/or amendment and/or alteration and/or suspension and/or termination.
22. Any indication or suspicion, in the Company's reasonable discretion, of any form of arbitrage abusive or improper trading, attempted abuse or attempted improper trading fraud, manipulation, cash-back arbitrage connected to a trading bonus or any other form of deceitful or fraudulent activity (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially from the credit trading bonus without being genuinely interested in trading in the markets and/or taking market risk), will nullify all previously credited trading bonuses of the Client's eligible trading account\ with the Company and/or any and all transactions carried and/or profits or losses in that trading account\ s. In addition, the Company reserves the right to exclude the Client from any other current and/or future Bonuses and/or Promotions offered by the Company.
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24. Under the above-mentioned circumstances, the Company reserves the right at its sole discretion to:
- a) Block all Client's live MT5 trading accounts;
  - b) Disable all Client's live MT5 trading accounts;
  - c) Cancel orders; and
  - d) Nullify any profits.

The Company shall not be liable for any consequences that give rise due to the Promotion's cancellation, and/or alteration and/or suspension, including but not limited to, orders closure by stop out.

25. In the event that any live MT5 trading account/s becomes dormant all previously awarded Credits will be immediately withdrawn from the respective Client's live MT5 trading account/s.
26. In cases where any Promotion is granted to a Client without the requirement for the Client to deposit and/or transfer-in any amount to his Live MT5 trading account/s (including but not limited to No Deposit Bonus) then in order for the Client to be eligible to receive such Bonus, his/hers KYC documents must be verified by the Company as per its normal procedure. Under these circumstances Clients who register and/or their KYC is verified after the specific Promotion period expires, then the Client will not be eligible for any Promotions. In these cases where no deposit or transfer-in of any amount is required, the Promotion can be granted for up to two family members/per household.
27. In cases where Credit is granted to the Client according to any Promotion, this will be credited to the Client's Live MT5 trading accounts and shall be available for trading purposes only. Under normal circumstances the Credit is added instantly in the Client's live MT5 trading account/s. Notwithstanding the above, in some exceptional cases there might be a slight delay for the Credit to appear.
28. Credits deriving from any Promotion are calculated based on the amount the Client transfer-in to his/her live MT5 trading account from his e-wallet maintained with the Company and NOT on the amount he/she deposited to his e-wallet.
29. The Company reserves the right as its in sole discretion deems fit to alter, amend, extend, reduce or any in other way modify the Promotions period at its sole discretion.
30. The specific account types that are eligible to participate in any Promotion are specified under the Promotions tab on the Company's website and/or in any marketing material communicated to the client by any means approved by the Company.
31. All Promotions are limited to one person, per email address, per telephone number, per same payment account number (e.g. debit or credit card, Skrill etc.) per one device used to access the Client's Live MT5 trading account (mobile device, tablet, computer etc.), per public library, internet café, and workplace. If a Client (or group of Clients) has been irregularly awarded with

any type of Credits and/or Prizes, the Company reserves the right to block all the live MT5 trading accounts directly or indirectly linked to the Client, return the initial deposit amount and withhold any profits that have derived from any Promotion. The Company reserves the right to exclude or to withhold the Credit and/or Prizes offered to any Client.

32. In light of the previous paragraph the Company has established designated procedures in order to ensure effective prevention of practices prohibited by our internal policies, the Promotional T&Cs, the Company's Terms and Conditions and/or Client's Agreement and/or any other legal documentation located on the Company's website and performs ongoing monitoring of clients' trading environment and trading activity for the purposes of detecting and identifying patterns that would constitute attempted violations.
33. If the Company suspects that Clients registered accounts using different email addresses for the purpose of taking advantage of any promotion, will be considered as an abuse and violation of terms and conditions.
34. In cases where the Company has valid and/or reasonable suspicions that there is a violation of the Promotional T&Cs, the Company's Terms and Conditions and/or Client's Agreement and/or any other legal documentation located on the Company's website, it reserves the right to nullify all previously granted Credit and/or Prizes to the Client's live MT5 trading account/s registered with the Company and/or any and all transactions carried out and/or profits generated therein. In such cases, the Company reserves the right at its sole discretion to permanently block and/or disable all such Client's live MT5 trading account/s cancel any and/or all orders and annul all profits of such Client. Thus, the Company shall not be liable for any consequences of the Credits cancellation, including but not limited to order to closure by Stop-out.
35. Notwithstanding the above paragraph, the Company's reserves the right at its absolute discretion to proceed with an investigation of each case in order to determine and/or satisfy its suspicions that any violation has been occurred. During the investigation period, the Company reserves the right to disable the Client's Live MT5 trading account/s and deny any withdrawal requests until the completion of the investigation. For the purposes of analyzing and/or examining the circumstances under which the suspicion was created, the Company reserves the right to request by the Client to provide any documentation and/or information which the Company deems necessary so as to facilitate the Company's investigations.
36. In cases where the Client does not provide the requested documentation and/or any information within a specified time frame set by the Company, and/or denies to cooperate during the investigation period, then the Company reserves the right at its sole discretion to permanently block all the accounts involved, return the initial deposit amount and withhold any profits that have derived from any Promotion.
37. To the extent permitted by the Law, the Company shall not be liable for any loss of partial or full profits, revenues and/or any other damages whether financially, indirectly, special, consequential or punitive in regard to any Promotions offered by the Company. By trading

with the Company, the Client consents that in no event shall the Company be liable and the foregoing limitations shall be effective even if the above-stated fail of its essential purpose.

- 38.** The Client agrees to indemnify, defend and hold harmless the Company (including its directors, officers, employees and assigns) on written demand and at all times from and against any and all liability, fines, penalties, actions, judgment, settlement, claims, demands, losses, damages, injury, compensation, costs and expenses for or in respect of which the Company 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 the Client under these Promotions T&Cs including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise. To the extent permitted by law, the Client's right to litigate, to seek injunctive relief or to any other resource to judicial or any other procedure in case of disputes or claims resulting from or in connection with the Promotions and the Promotions T&Cs are hereby excluded, and the Client expressly waives any and all such rights.
- 39.** In the event of any dispute in relation to any Promotion, such dispute shall be resolved by the Company in good faith and as, in its sole discretion deems fit and proper. The Company's decision shall be final and binding.
- 40.** If any part of the Promotions T&Cs should be held by any Court of competent jurisdiction d as unenforceable or illegal or in contravention to any rule, regulation or Law of any Market or Regulator, that part shall be deemed to have been excluded from the Promotions T&Cs from the beginning, and these Promotion T&Cs shall be interpreted and enforced as though the provision had never been included. The legality and enforceability of the remaining provisions or the legality, validity and enforceability of this provision relative to the law and/or regulations of any other jurisdiction, shall not be affected.
- 41.** All disputes and controversies arising out of or in connection with the Promotions T&Cs shall be finally settled in the same jurisdiction as per the Company's Terms and Conditions and/or Client Agreement.
- 38.** These Promotional T&Cs are governed by the Laws of the same jurisdiction as per the the Company's Terms and Conditions and/or Client Agreement.
- 37.** Any material and information included herein or on the Company's website and/or on any other marketing material communicated by the Company to Clients by any other means are intended for information and marketing purposes only and does not constitute investment advice or recommendation nor an invitation to acquire any financial instrument and/or be involved in any financial transaction. The Client is solely responsible for the risk of his investment decisions and if considers appropriate, he should seek relevant independent professional advice before making any decision. Please read full Non-Independent Investment Research Disclaimer located on the Company's Website.
- 40.** The Promotions T&Cs are made in English language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between the original English text and its translation into any other language, as the case may be, the original version shall prevail.