EXCLUSIVE MARKETS LTD

EXCLUSIVE RANGE ROVER SPORT SE CONTEST 2024
TERMS AND CONDITIONS

Public Document
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Exclusive Markets Ltd – Exclusive Range Rover Sport SE Contest 2024 Terms and Conditions

These terms and conditions, as may be updated, replaced or cancelled from time to time (the "**Terms and Conditions**"), govern the Exclusive Range Rover Sport SE Contest 2024 (hereinafter referred to as the "**Contest**") offered by **EXCLUSIVE MARKETS LTD**, a company organized and existing under the laws of Seychelles with registration number 8423950-1, with its head office located at Room 12, 1st Floor, Kingsgate House, Independence Avenue, Victoria, Mahe, Seychelles (hereafter referred to as the "**Company**" and/or "**Exclusive**").

Any capitalized term used herein hall have the same meaning as those ascribed to in the client agreement, available on the Website (the "**Client Agreement**") unless expressly provided otherwise in these Terms and Conditions. In case of any conflict between these Terms and Conditions and the Client Agreement, these Terms and Conditions shall prevail.

By applying for the Contest, the Client acknowledges having read and agreed to the Terms and Conditions, as well as the provisions of the Client Agreement. The Client hereby acknowledges, confirms, and accepts being legally bound by these Terms and Conditions for the Contest, in conjunction with any other legally binding agreement between the Client and the Company, and/or any legal document containing information applicable to this Contest, as amended or supplemented from time to time.

1. GENERAL TERMS AND CONDITIONS

1.1. The Contest is available to **new Clients**, who open their first account with the Company by applying for this Contest, and **existing Clients**, who register for this Contest with an *additional* account, as per the terms of this Contest.

1.2. Participation in this Contest can be done via each client portal by navigating to the promotions section and selecting the Contest to join.

1.3. Clients must register for the Contest providing the requested details through the dedicated registration form. To participate in this Contest, Clients must have **a fully verified account** based on the Company's internal compliance policies and procedures.

1.4. All Clients who register via the dedicated competition registration page should declare a nickname that will be used for ranking purposes.

1.5. Clients joining this Contest must be over 18 years old.

1.6. The Contest is only available for newly opened Standard, Standard Plus and Exclusive account types (the "**Trading Account**") with the Company which need to be fully verified. Existing Clients can participate in the Contest by opening an additional Trading Account for the purposes of the Contest. No PAMM accounts are eligible for the Contest.

1.7. To qualify for the Contest, Clients must ensure that, during the Contest Period, their Trading Account accumulates a minimum total fresh deposit, as specified in this clause, (herein the "**Deposit**"). While Clients may make multiple smaller deposits, the overall total must meet or exceed the minimum deposit threshold. The minimum deposit threshold to qualify as the Deposit, should be:

- 1,000 USD (one thousand US Dollars) for Trading Accounts with USD as the base currency,

- 925 EUR (nine hundred twenty-five Euros) for Trading Accounts with Euros as the base currency,
- 800 GBP (eight hundred Great British Pounds) for Trading Accounts with GBP as the base currency, or
- 155,000 JPY (one hundred fifty-five thousand Japanese Yen) for Trading Accounts with JPY as the base currency

The Deposit should originate from a payment method registered under the Client's name. Internal transfers from other trading accounts maintained with the Company will not be count towards meeting the Deposit criteria. After the Deposit criterion is met, Clients may deposit any supplementary and/or additional amount they wish and/or make any internal transfers again from their own trading accounts.

1.8. The Contest will run on **a per-Client** basis and not per-Trading Account. Clients can only participate the Contest with only 1 (in words: one) Trading Account at any one time. If, during the Contest Period, the Client withdraws or transfers *any* amount deposited in the Trading Account, then the Company may cancel the Client's participation from the Contest and/or remove the specific Trading Account from the Contest, notwithstanding any previous activity which shall not be taken into account for the winner selection. The Clients, if they wish, may open a new Trading Account to be eligible for the Contest once again; however, they must make a new Deposit, as defined herein, on the new Trading Account. The Clients can re-enter the Contest as many times as they like with fresh Deposit as long as the previous registered Trading Account is no longer active for the sake of the present Terms and Conditions.

1.9. The Contest is not available for Clients having their permanent residency in regions where the Company does not offer its services and/or any promotional material.

1.10. The maximum leverage allowed for the Trading Accounts under this Contest remains the same as per the conditions of the Website carried for each Trading Account type.

1.11. The Contest is a trading contest where one winner, subject to the Terms and Conditions herein below, will be eligible to win a luxury car Range Rover Sport SE 2024 (the "**Prize**") worth $130,000 (one hundred thirty thousand US Dollars) (the "**Cash Equivalent Amount**").

1.12. The Prize is provided by a third-party vendor located close to the winner's residential registered address declared to the Company during the registration and onboarding process and may be subject to change without notice. The Company bears no responsibility and is not liable for any issues or discrepancies related to the Prize, including but not limited to its condition, availability, or delivery.

1.13. By participating in this Contest, participant Clients agree to release and hold harmless the Company, its affiliates, officers, directors, employees, agents, and representatives from any and all liability arising out of or in connection with the Prize provided by the third-party vendor.

1.14. Under specific circumstances where there is no availability of the Prize or if the Company deems it necessary and appropriate, the winner may be provided with the Cash Equivalent Amount of the Prize. The Cash Equivalent Amount will be credited to the winners' Trading Account and be eligible to withdraw it subject to any amounts due to the Company. The winner who is awarded with the Cash Equivalent Amount is not allowed to request to credit such to a different trading account holder but instead should be in the name of the participant Client.

1.15. The Prize is non-transferable and cannot be exchanged for cash or any other alternative, unless determined by the Company. The winners are solely responsible for any associated taxes or additional costs.

1.16. The Client may join other promotions through different accounts, however, the Trading Accounts utilizing other Company's promotions and/or bonus schemes will be disqualified from the Contest.

1.17. These Terms and Conditions are made in English. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English text and the translation into any other language, as the case may be, English text shall prevail.

2. WINNER SELECTION

2.1. Subject to the present Terms and Conditions, the winner of the Contest will be determined based on the highest profit percentage on the closing of the market on the last day of the Contest Period. The Contest winner will be determined as per the below factor(s):

Winning Formula:
Profit Percentage = (Net Trading Account Profits / Deposits) x 100

Deposits: for the purposes of this formula shall mean the total amount deposited during the Contest Period, including the Deposit and internal transfers.

Net Trading Account Profits: shall mean the sum of the realized and unrealized profits in the Trading Account.

<u>Example:</u>

Client A
Total Deposits during the Contest Period: 7.500 USD
Net Trading Account Profit during the Contest Period: 12.000 USD
Profit % *= (Net Trading Account Profit / Deposits) = (12.000 / 7.500) x 100 = 160%*

Client B
Total Deposits during the Contest Period: 25.000 USD
Net Trading Account during the Contest Period: 50.000 USD
Profit % *= (Net Trading Account Profit / Deposits) = (50.000 / 25.000) x 100 = 200%*

<u>Winner shall be client B</u>

2.2. To qualify for the Prize or the Cash Equivalent Amount, Clients must trade in at least 5 (five) Applicable Lots. For the purpose of the present Terms and Conditions, an Applicable Lot means the successful trade whose duration from the time of opening of a trade to the time of closing of that same trade is equal and/or above 3 (three) minutes. All Applicable Lots must be opened and closed within the Contest Period.

2.3. The winner must provide a detailed report of its Trading Account when and if requested by the Company.

2.4. By participating in this Contest, Clients grant the Company the right to use their nick names, country and traded volumes in a ranking board found on its social media and/or on the landing page and/or on the Client Portal of its Website which will indicate the highest profit percentage (the "**Leader Board Ranking**"). The results of the Leader Board Ranking are indicative and will not be binding until the Announcement Date.

2.5. By winning the Prize or the Cash Equivalent Amount, the winners accept that they will participate in various promotional events that the Company can publicize freely on various venues. Promotional events include, but are not limited to, interviews, photos, listing announcement of their full names, nicknames, country of origin, prizes received, etc. In case of refusal by a winner of not participating in promotional events, then the Company has the right to disqualify the winner and give the Prize or the Cash Equivalent Amount to the next place participant Client.

2.6. For winners to be able to receive the Prize or the Cash Equivalent Amount will need to meet all requirements set in these Terms and Conditions. The Company reserves the right to review whether the winners have met all conditions stipulated in the present Terms and Conditions. If it is determined that any winner has failed to fulfill these conditions, the Company reserves the right to disqualify such winner and select an alternate participant Client in accordance with the established procedures.

3. TERM AND TERMINATION

3.1. This Contest, shall be in force and become effective on the date and time that the present Terms and Conditions are published on the Company's Website, starting on 1st of May 2024 at 00:01 AM EEST and terminating on 31st July 2024 at 23:59 PM EEST (the "**Contest Period**"), unless the Company decides to terminate it at an earlier time. The Contest, and its Terms and Conditions may be amended, altered and/or suspended and/or terminated by the Company at any time during the Contest Period at its sole discretion.

3.2. The winners will be announced on the 07th of August 2024 (the "**Announcement Date**") on the Leader Board Ranking and/or on the social media platforms of the Company. The Announcement Date is subject to change by at the Company's sole discretion.

3.3. The Company reserves the right not to issue any notice and/or notification with regards to the Contest, unless such a notification is required by relevant laws and regulations.

3.4. The updated, amended and altered Terms and Conditions of this Contest, shall become binding and effective when they are published at the Website of the Company. It is recommended to Clients to visit the Website on a regular basis for any updated Terms and Conditions that may amend and/or supersede the current ones.

3.5. The Company will not be held responsible for the failure of any Client to monitor and/or review any notifications and/or announcement(s) made by the Company either via the Company's Website and/or via email and/or any other means.

3.6. The Company reserves the right at its absolute discretion, to decline registration of a Client in the Contest.

3.7. In case the Client decides to terminate its Trading Account approved for the Contest, he/she should contact the Company at support@exclusivemarkets.com.

4. ABUSIVE BEHAVIOR AND DISQUALIFICATION

4.1. If the Company suspects and/or has any reason to believe that the Client has abused and/or manipulated and/or attempted to abuse or manipulate the Terms and Conditions as well as the Contest, and/or has acted in bad faith and/or has more than one Trading Account under the Contest, the Company reserves the right to disqualify the Client's Trading Account immediately and without any notification or consent and may take any action as provided in the Client Agreement. In such circumstances, the Company reserves the right, at its sole discretion, to deny, withhold or withdraw from that user the award received or promotion, reverse any profits that have been generated as a result of the abuse/manipulation and, if necessary, to cancel any terms and conditions with respect to that participant Client including the present, either temporarily or permanently, or terminate that participant Client's access to the service and/or block that user's Trading Account. The Company reserves the right to remove any plug-ins from the Client's Trading Account in case such plug-ins create complication on the Company's systems. In such an event, the Company shall not be liable for any consequences of the Contest cancelation, including, but not limited to, order(s) closure by Stop Out.

4.2. In the Company's sole discretion, any indication or suspicion of any form of abuse, fraud, manipulation, any form of arbitrage (including, but not limited to, risk free profiting), and/or other forms of deceitful and/or fraudulent activity in regard to the Trading Account and/or the Contest, will nullify any and all transactions carried and/or profits or losses garnered and/or disqualify the Client from winning the Prize or the Cash Equivalent Amount. In such event, the Company reserves the right, at its sole discretion to withhold, cancel and/or subtract amounts from Trading Account(s), close or suspend, either temporarily or permanently, all trading account(s), cancel all orders and/or profits of any Client who acts accordingly and generally proceed with all and any necessary actions to protect the Company's interests.

4.3. If the Company suspects that a participant Client has abused the fair rules of the Contest by hedging his positions internally (using other trading accounts held with the Company including the Trading Account) or externally (using other trading accounts held with other brokers) then the Company reserves the right to immediate disqualify the participant Client from the Contest without the consent of the Client and reverse any profits that have been generated as a result of the hedging. In addition, the Company has the right to disqualify a participant Client in the instance where the latter has not met any condition herein. If the Company suspects that a participant Client has committed a form of trading abuse, such as arbitrage or trading on price disparities resulting from rare/occasional price latencies to the company's detriment, then the Company reserves the right, at its sole discretion, to deny, withhold or withdraw from that user the award received or promotion, reverse any profits that have been generated as a result of the trading abuse and, if necessary, to cancel any terms and conditions with respect to that participant Client, either temporarily or permanently, or terminate that participant's/client's/user's access to the service and/or block that user's Trading Account.

4.4. The Company has the right to disqualify Clients who register and trade with more than one Trading Account at the same time for the purposes of this Contest. The Company has also the right to disqualify Clients who register multiple registrations with the same IP, use a dynamic IP which keeps changing or who trade through the same IP address as other Clients.

4.5. The Company has the right to disqualify Clients who do not provide any requested documents or verification required for the purposes of this Contest or in respect of the Client’s Trading Account within 1 (one) business day of the request. Additionally, as part of the Company's monitoring activities either during the Contest Period or any time thereafter, the Company may request additional information or documentation from the Client. The Client must provide these within the predefined timeframe imposed by the Company.

5. RISK WARNING

By participating in this Contest, you acknowledge that CFDs are leveraged products and involve a high level of risk. It is possible to lose all your invested capital. These products may not be suitable for everyone, and you should ensure that you understand the risks involved. Seek independent advice if necessary.