

## Terms & Conditions governing OANDA Australia Pty Ltd's Lunar NY Cash Rebates offer

The following terms and conditions shall apply to the OANDA Australia Pty Ltd ("OAU") Lunar NY Cash Rebates offer. ("Program")

By participating in the Program, each participant agrees to observe and be bound by these terms and conditions and any relevant policy issued by OAU from time to time. OAU reserves its sole rights to revise and amend these terms and conditions from time to time without prior notice. In the event of a conflict between the terms of this agreement and any other document, the terms of this agreement, as amended by OAU shall prevail.

## 1. Eligibility and Program Period

- 1.1. The Program is open to Professional OAU customers who opt in to the OAU's "Lunar New Year Cash Rebates offer". All new accounts are subjected to OAU's new professional account requirements and must meet the Eligibility Criteria (Table 1) between 5:00 pm on 14 January 2025 Eastern Time and 04:59 pm on 14 March 2025 Eastern Time ("Program Period") to qualify for this Program.
- 1.2. This Program is only valid for "Eligible Customers" defined as
  - a. New & Existing Professional Clients who opt in to the offer using the dedicated landing page, during the offer period.
- 1.3. OAU does not allow Eligible Customers to open multiple accounts. In the event the Eligible Customer does open multiple accounts, only one account will be eligible for the Program

Anyone who meets the criteria above shall be deemed an Eligible Customer. Without prejudice to the generality of clause 1 above, OAU shall have the sole discretion to determine eligibility under these Program Terms. Eligible Customers should read these Program Terms carefully and reacquaint themselves with Our Terms.

Table 1: Eligibility Criteria

Program Period	Eligible Customers	Notional Volume Traded in Indices or Metals CFDs (USD)	Cash Rebate (USD)
14 January 5pm ET - 14 March 2025 4:59 pm ET	New & Existing Professional Clients	5 - 49.99 Million 50 - 99.99 Million 100 - 250 Million	\$6 per Million \$8 per Million \$10 per Million



## 2. Mechanics of the Program

- 2.1 The Program only applies to Eligible Customers, as defined in clause 1.2, who opt into the program and accumulate more than USD 5 million notional volume in Indices or Metals CFDs during the Program Period.
- 2.2 Any client who meets the criteria outlined in clause 2.1 will receive a cash rebate. Instructions will be sent by Email to the Eligible Customers who meet the criteria.
  - a. Each client can be awarded only once.
- 2.3. The Program's Rebate will be calculated based on the eligible notional volume traded for the offer period, between 14 January 5pm ET and 14 March 2025 4:59 pm ET. Eligible Customers are entitled to the Cash Rebate for the total notional volume traded in the offer period.
  - a. Maximum Cash Rebate is capped at US\$ 2,500
    (If a client's trading volume were to reach USD 250 Million, they would receive a cash rebate of USD 10 for every million traded.)
- 2.4 For the avoidance of doubt, the notional volume traded in Indices or Metals CFDs set out under Table 1 will be excluded from the calculation of total notional volume traded under any other on-going volume-based rebates promotion for Eligible Customers who qualify for the Cash Rebate under this Program.
- 2.5 Within 60 days of the competition's conclusion, clients will receive their awards...
- 2.6 The judges' decision is final, and no correspondence will be entered into.
- 2.7. No alternatives: Prizes are non-transferable, and no cash alternative is available. No trading credit transfer, assignment or substitution by Eligible Customers is allowed.
- 2.8. The Program benefits are subject to withdrawal or change without notice, and we reserve the right to modify the Program, including these terms, at any time. This includes (but is not limited to) changes such as:
  - a. Program qualification requirements and/or conditions;
  - b. The type of benefits accruing to the Program;
  - c. Validity duration of the Program Benefits;
  - d. The special features, offers or promotions available to the Program;
  - e. No rollovers; trades in each qualifying month are calculated independently and cannot be reassigned to the next qualifying month.
- 2.9. You accept that you are responsible for keeping yourself updated on any changes that OANDA may implement in the Program from time to time.

If you have any questions, please feel free to contact the Relationship Management Team at <a href="mailto:sales-anz@oanda.com">sales-anz@oanda.com</a>



## 3. General

- 3.1. By being included in the Program, you consent to OAU using such information and contacting you for the marketing efforts of OAU and/or its sponsor(s). You further consent to the public disclosure of any statement, comment or quotation that you may give and the reproduction, adaptation and translation into any language and publication of the same by OAU. You may withdraw your consent by contacting our Client Experience ("CX") Department at +61 2 8046 6258 or frontdesk@oanda.com.
- 3.2. Personal data will be processed for the purposes of conducting activities related to the organization, conduct, service and settlement of the Program, conduct electronic communication, for billing and archiving purposes. Personal data will be processed until the completion of the objectives set out above or prior withdrawal of consent to the processing of personal data by Eligible Customers (in a situation where the consent is deemed appropriate basis for data processing). For more information on how OANDA processes personal data, please see our Privacy Policy available at oanda.com.
- 3.3. The Program is subject to, and contingent upon, your compliance with these terms and the terms of business. In addition to any other rights and remedies we may have, any breach or suspected breach of these terms and/or the terms of business will entitle us to stop paying the Bonus immediately and without prior written notice, and/or reclaim payments previously paid pursuant to these terms.
- 3.4. Any dispute or situation not covered by these Terms and Conditions will be resolved by our management in a manner it deems to be fairest to all concerned and that decision shall be final and binding on all parties. We reserve the right to refuse to award the benefits under the Program if we have reasonable belief that the benefits are being abused in any way. Further, where any of these Terms and Conditions are breached or there is any reason to suspect a participant (including a Qualifying Participant) has acted fraudulently or obtained an unfair or unintended advantage pursuant to the Program, we reserve the right to stop or withdraw the benefits.
- 3.5. If OAU subsequently discovers that the individual is in fact not eligible for the Program, OAU may at its discretion reverse the Program benefits and credit. No individual shall be entitled to any payment or compensation from OAU should any benefits be forfeited or reclaimed.
- 3.6. OAU shall not be liable to any account holder or any other persons for any loss or damage arising in connection with the Program, including without limitation, any error in computing any chances, any breakdown or malfunctions in any computer system or equipment. Without prejudice to the generality of the foregoing, OAU assumes no responsibility for lost, late, misdirected, damaged, incomplete, illegible and/or postage due mail.
- 3.7. The decision of OAU on all matters relating to the Program shall be final and binding on all participants and any other persons, including, without limitation, any decision to



cancel or suspend the Program. No correspondence(s) will be entertained.

- 3.8. OAU may at any time at its sole discretion, without notice or assigning any reason therefore, terminate this Program, delete, vary, supplement, amend or modify any one or more of these terms and conditions in such manner as OAU shall think fit, including without limitation, the eligibility of any customer, the bases and methods of identification of winners and any dates in connection with the Program and the qualifying period. OAU shall not, to the extent permitted by law, be liable for any claims, costs, expenses, loss or damage suffered by any person as a result of the aforementioned matters.
- 3.9. This Program will be governed by the laws of Australia.
- 3.10 If any term of these Program Terms is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted. If these Program Terms are translated into a language other than English, then the English version of the Program Terms shall prevail where there is an inconsistency.

OANDA Australia Pty Ltd is regulated by the Australian Securities and Investments Commission ASIC (ABN 26 152 088 349, AFSL No. 412981) and is the issuer of the products and/or services on this website. It's important for you to consider the current Financial Service Guide (FSG), Product Disclosure Statement ('PDS'), Target Market Determination Policy, Account Terms and any other relevant OANDA documents before making any financial investment decisions.