



## 2024 OANDA GLOBAL MARKETS ACCOUNT PACKAGE PROMOTION TERMS & CONDITIONS

These terms and conditions shall apply to the 2024 OANDA Global Markets Account Package Promotion (the “**Promotion**”) which is offered to new and existing account holders (subject to eligibility criteria set forth below) of OANDA Global Markets Limited, a British Virgin Islands company (“**OANDA**”).

By participating in the Promotion, each participant agrees to observe and be bound by these terms and conditions and the general terms of business (including supplemental terms) that apply to their account or accounts (collectively, the “**Terms of Business**”), as well as by any relevant policy issued by OANDA from time to time (together with the Terms of Business, the “**Promotion Terms**”). OANDA reserves its absolute right to revise and amend these Promotion Terms without prior notice. In case of disputes, the interpretations, and decisions of OANDA shall be final and binding on all participants.

### 1. Eligibility

- 1.1 The Promotion is offered to existing account holders and new account holders who receive an “OGM Account Package Upgrade” email. New account holders must establish an OANDA trading account (“**OANDA Account**”). All accounts are subject to OANDA’s new account requirements and must meet the Account Package Eligibility Criteria (see Annex A - Table 1 below).
- 1.2 The Promotion is offered by OANDA Global Markets Limited and is only open to account holders of this entity; clients of any other entity directly or indirectly controlling, controlled by, or under direct or indirect common control with OANDA (such entities, “**OANDA Group Affiliates**”) are not eligible.
- 1.3 Employees of OANDA and OANDA Group Affiliates and their immediate family members shall not be eligible to participate in the Promotion. In addition, employees of any partners and agencies (including, without limitation, any external auditor(s) and advertising agencies) who are directly involved in the organization or conduct of the Promotion shall not be eligible to participate in the Promotion. This Promotion is also not open to employees of any other company engaged in direct competition with OANDA.
- 1.4 This Promotion is a stand-alone offer and cannot be used in conjunction with any other rebate, commission reduction, promotion or similar offering of OANDA.
- 1.5 Only natural persons over eighteen (18) years of age and with full legal capacity are eligible for this Promotion.
- 1.6 All eligibility requirements set forth under this paragraph 1 shall be subject to review by OANDA and any determination shall be made by OANDA in its sole discretion.

2. **Promotion Timing.** The Promotion begins on July 1, 2024 at 5.00 a.m. GMT (the “**Promotion Start Date**”) and ends on June 30, 2025 at 5.00 p.m. GMT (the “**Promotion End Date**”). The OANDA system used to record the time of trade execution is the official method for determining timing of the period from Promotion Start Date to Promotion End Date (the “**Promotion Period**”).



### 3. Promotion Requirements

3.1 New Account Holders. To qualify for the Promotion, new account holders determined by OANDA to be eligible under paragraph 1 must complete all of the tasks listed below:

- a) Open an OANDA Account that is approved for trading;
- b) deposit at least the Minimum Initial Deposit required for the Premium Account Package (as set forth in Annex A - Table 1); or
- c) meet the Minimum Notional Trading Volume specific to the Premium Account Package (as set forth in Annex A - Table 1) within two (2) calendar quarters starting from the initial funding date of their OANDA Account to maintain the Account Benefits pursuant to paragraph 4.2.

3.2 Existing Account Holders. To qualify for the Promotion, existing account holders determined by OANDA to be eligible under paragraph 1 must complete all of the tasks listed below:

- a) meet the Minimum Notional Volume specific to the Premium Account Package as set forth in Annex A - Table 1 within one (1) calendar quarter to maintain Premium status (as set forth in Annex A – Table 2) or qualify for an upgrade to Premium Plus; or
- b) if the account holder has a Premium Plus Account Package, meet the Minimum Notional Volume specific to Premium Plus Account Package as set forth in Annex A - Table 1 within two (2) calendar quarters from the date of upgrade to a Premium Plus Account Package to maintain Premium Plus Account Benefits.

3.3 Minimum Notional Trade Volume requirements start accumulating on the first day of the first month of each calendar quarter (i.e., 1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> October).

3.4 For purposes of determining the Minimum Notional Trade Volume, trades in the OANDA Account can be made in any currency pairs offered by OANDA and different currency pairs will have different notional values. For example, if the current EUR/USD exchange rate were 1.1700, one (1) lot (i.e., 100,000 units) of EUR/USD will have a notional value of approximately USD 117,000 to open and approximately USD 117,000 to close; thus, a “roundtrip” of one (1) lot of EUR/USD will have a notional trade volume of approximately USD 234,000. Note: The value of the trade is determined by the exchange rate between the base currency of a currency pair and the nominated currency of the Qualifying Participant’s OANDA Account.

3.5 An account holder who meets the requirements of paragraphs 3.1 and 3.2 shall be deemed a “Qualifying Participant”.

**QUALIFYING PARTICIPANTS SHOULD READ THESE PROMOTION TERMS CAREFULLY INCLUDING THE TERMS OF BUSINESS APPLICABLE TO THEIR ACCOUNT OR ACCOUNTS.**

3.6 Account Package Downgrade: In the event the Qualifying Participant is not able to meet the Minimum Notional Trading Volume requirements to maintain their current Account Benefits, the Account Package will be downgraded to a lower-level package in the subsequent calendar quarter (refer to the example included in Annex A – Table 3).

3.7 OANDA expects that all entrants will participate in its bonuses and promotional offerings fairly

so that our other customers may also enjoy OANDA's services. Therefore, this Promotion is subject to a fair use policy and consequently OANDA has the right to withhold the benefits of the Promotion if it has reasonable belief that there has been unfair or abusive conduct in breach of the Promotion Terms. Examples of conduct that will be considered unfair or abusive include, without limitation:

- a) co-operation, collusion or organization of trades;
- b) using minimal stop-loss or take-profit levels for the sole purpose of meeting the Minimum Notional Trade Volume requirements applicable to the relevant Account Package;
- c) obviating the eligibility requirements of paragraph 1;
- d) concealing one's country of residence in order to access a promotion or bonus that is not available in the entrant's country of residence; and
- e) any sharing of this Promotion via email, social media etc. with unintended recipients outside of authorized promotional distribution channels.
- f) breaking positions into multiple trades executed across multiple sub-accounts, or multiple users, during the same time period.
- g) act in an unfair or abusive manner, for example, but not limited to, using any ultra-high-speed trading; automated or mass data entry system; or "scalping" with or on the trading platform.
- h) performing "news trading" by opening transaction(s) when major global news, macroeconomic events or corporate reports or earnings ("events"), that might affect the relevant financial market (i.e., market that allows trading of financial instruments that might be affected by the events), are scheduled.

3.8 All determinations under this paragraph 3 shall be made by OANDA in its sole discretion.

#### **4. Mechanics of the Promotion**

##### **4.1 Volume-Based Rebates:**

- a) Qualified Participants can qualify for Volume-Based Rebates ("**VBR**") as set forth in Annex A - Table 4.
- b) At the end of each calendar month, the total VBR earned based on the relevant Account Package will be calculated and credited to the account holder's OANDA Account no later than on the tenth (10<sup>th</sup>) business day of the following month.

4.2 Account Package benefits will be given in accordance with the benefits set out on the website <https://www.oanda.com/bvi-en/cfds/account-comparison/>. In the event of any inconsistency between these Promotion Terms and any marketing or promotional materials, these Promotion Terms shall prevail.

4.3 The Account Package benefits are subject to withdrawal or change without notice and we reserve the right to modify the Promotion, including these Promotion terms, at any time.



This includes (but is not limited to) changes such as:

- a) Account Package qualification requirements and/or conditions;
- b) The type of benefits accruing to the various account packages (as applicable);
- c) The period of time Qualified Participants will have the Account Package benefits, and
- d) Special features, offers and/or promotions (as applicable) that may be available to various account packages.

Qualifying Participants are responsible for monitoring for any such changes regardless of whether notice was provided or not.

- 4.4 **No Alternatives:** VBRs are non-transferable and no cash alternative is available. No VBR transfers, assignments or substitutions by Qualifying Participants are allowed.
- 4.5 If any restrictions apply to the Qualifying Participant's OANDA Account, the Qualifying Participant will not receive a VBR until the restrictions have been lifted.
- 4.6 The Qualifying Participant's OANDA Account must remain open and in good standing in order for a VBR to be credited.
- 4.7 OANDA will not be liable for any losses that may be incurred as a result of trading including trading with any amount credited as a VBR.

## 5. General

5.1 This Promotion is solely for personal purposes and any commercial use is strictly prohibited. The Promotion registration page on any designated website is intended for eligible clients of OANDA and should not be published or distributed publicly.

5.2 OANDA shall not be liable to any account holder or any other persons for any loss, taxes or damages arising in connection with the Promotion, including without limitation, any error, technical malfunction of the internet or OANDA's trading platform, or any breakdown or malfunctions in any computer system, mobile application, downloadable software, or equipment including that of a Qualifying Participant.

5.3 The decision of OANDA on all matters relating to the Promotion shall be final and binding on all participants and any other persons, including, without limitation, any decision to cancel or suspend the Promotion and thereafter no correspondence(s) will be entered into.

5.4 OANDA reserves the right to cancel, revoke or withdraw the Promotion at any time in case of any suspected abuse of the Promotion by a participant.

5.5 OANDA may at any time at its sole and absolute discretion, without notice or assigning any reason therefore, terminate this Promotion, or delete, vary, supplement, amend, restrict, withdraw or modify any one or more of these Promotion Terms in such manner as OANDA thinks fit, including without limitation, the eligibility of any client, the bases and



methods of identification of Qualifying Participants and any dates in connection with the Promotion and the time period of the Promotion. Modifications and/or exceptions to these Promotion Terms are at OANDA's sole and absolute discretion. OANDA is the sole arbiter of these Promotion Terms and any other issue arising under this Promotion. OANDA shall not, to the extent permitted by law, be liable for any claims, costs, expenses, loss or damages suffered by any person as a result of this Promotion and its Promotion Terms.

5.6 Any dispute or situation not covered by these Promotion Terms will be resolved by OANDA's management in a manner it deems to be the fairest to all concerned, and that decision shall be final and binding on all parties. No correspondence(s) will be entered into.

5.7 This Promotion will be governed by the laws of England and Wales.

5.8 If any term of these Promotion 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.

5.9 If these Promotion Terms are translated into a language other than English, then the English version of the Promotion Terms shall prevail where there is any inconsistency.

5.10 Each Qualifying Participant who successfully takes part in this Promotion is responsible for any and all taxes payable (if any) as a result of the deposit of any VBR into their OANDA Account. Therefore, all Qualifying Participants should consult their tax advisers concerning the reporting of credited VBRs.

***Leveraged trading on margin carries a high level of risk and may not be suitable for everyone***

OANDA Global Markets Limited is authorised and regulated by the British Virgin Islands (BVI) Financial Services Commission (FSC).

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## Annex A

Table 1: Account Package Eligibility Criteria:

Account Package	Minimum fresh funds	Qualifying Minimum Notional Traded Volume in a calendar month
Premium	USD 10,000	USD 10 million and above
Premium Plus	N.A.	USD 50 million and above

Table 2: Account Package Maintenance Eligibility Criteria:

Account Package	Quarterly* Minimum Notional Traded Volume
Premium	USD 30 million and above
Premium Plus	USD 200 million and above

\*Quarterly is defined by the following periods: 01 January to 31 March, 1 April to 30 June, 1 July to 30 September, 1 October to 31 December.

Table 3: Example of Account Package Downgrade:

	Account Package in 1st Quarter	Initial Deposit (USD)	Minimum Notional Trade Volume in 1st Quarter	Notional Volume Traded in 2nd Quarter	Account Package Status in 3rd Quarter
Person A (New)	Premium	10,000	USD 10 million	USD30 million	Maintain Premium
Person B (New)	Premium	10,000	USD 10 million	USD200 million	Upgrade to Premium Plus
Person C (New)	Premium	10,000	USD 10 million	USD10 million	Downgrade to Standard
Person D (Existing)	Premium Plus	N.A	USD 100 million	USD100 million	Downgrade to Premium

Table 4: Volume-Based Rebates:

Account Package	Monthly USD Minimum Notional Trade Volume (in Million)	\$ VBR per Million Notional Volume Traded (USD)
Premium	USD 20 million & above	\$4
Premium Plus	USD 20 million & above	\$6