



FXCM SOUTH AFRICA BONUS PROMOTION TERMS AND CONDITIONS

1. **THE PROMOTION:** FXCM South Africa (Pty) Ltd ("**FXCM**") offers the Promotion described hereunder to new and existing clients of FXCM ("**You**" or "**Your**") who are resident in Angola, Botswana, Gambia, Ghana, Lesotho, Malawi, Mauritius, Mozambique, Namibia, Nigeria, Sierra Leone, South Africa, Swaziland, Tanzania, Uganda and Zambia (each, a "**Designated Country**").

Subject to these terms and conditions, You may be entitled to a bonus of 20 CCY ("**CCY**" refers to the currency that Your account is denominated in) (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, amendments and/or side agreements, where 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. have received an email from FXCM, inviting You to participate in this Promotion;
- b. be over eighteen years of age or over the age of maturity in Your jurisdiction (if You are an individual);
- c. be a resident of a Designated Country;
- d. open a new 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**");
- e. fund the account with a minimum deposit of 50 CCY (for the avoidance of doubt, the deposit must be a new payment rather than a transfer of funds between Your trading accounts); and
- f. 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 1 July 2020 at 00:01 A.M. (South Africa Standard Time) and ends on 30 June 2021 at 23:59 PM (South Africa Standard Time) (the "**Promotion Period**").



5. PAYMENT OF THE BONUS:

- 5.1. Subject to FXCM's rights under these Promotion Terms, and provided that You meet the Eligibility Requirements, FXCM shall credit Your Qualifying Account with the bonus of 20 CCY (the "**Bonus**") within 10 business days.
- 5.2. Each Qualifying Account is entitled to a maximum of one Bonus under this Promotion. If You open multiple trading accounts with FXCM, You can claim Bonus under this Promotion for up to five (5) accounts, provided each account satisfies the Eligibility Requirements.
- 5.3. FXCM shall have sole and absolute discretion in determining whether the Promotion can be awarded to You.
- 5.4. The Bonus payment cannot be withdrawn from Your Qualifying Account.

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 may, in its discretion, cancel, or reverse a Bonus if a payment is made in error.
- 7.4. 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.
- 7.5. 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.

- 7.6. 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.
 - 7.7. 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.
 - 7.8. Unless the context otherwise requires, references to any gender include all genders and use of the singular includes the plural and vice versa.
 - 7.9. 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.
 - 7.10. 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 the laws prevailing in the Republic of South Africa. The Parties irrevocably agree that the High Court of South Africa, Gauteng Local Division, Johannesburg shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Promotion Terms.