

Terms & Conditions governing OANDA's Gold Promotion

The following terms and conditions shall apply to the OANDA Asia Pacific ("OANDA") Gold Promotion ("Promotion").

By participating in the Promotion, each participant agrees to observe and be bound by these terms and conditions and any relevant policy issued by OANDA from time to time. OANDA reserves its absolute rights to revise and amend these terms and conditions from time to time without prior notice. In case of disputes, the interpretations and decisions of OANDA shall be final and binding on all participants. No correspondence will be entertained.

1. Eligibility and Promotion Period

- 1.1. The Promotion is open to all existing OANDA Asia Pacific Premium account holders who meet the criteria before midnight on Sunday 30 April Singapore Standard Time (12pm noon on Sunday 30 April Eastern Standard Time).
- 1.2. This Promotion is only valid for "Eligible Customers" defined as:
 - a. New customers who successfully open an OANDA fxTrade Account.
 - b. Existing OANDA fxTrade account holders who have been invited to participate.
 - c. The customer is an individual and not an entity.
 - d. Does not have any executed or pending requests for account closure.
 - e. The individual is over eighteen (18) years of age.
- 1.3. In the event the Eligible Customer is new to OANDA, the customer must successfully apply for and be approved for an fxTrade account with OANDA during the eligibility period defined in clause 1.1, and make an initial deposit of at least USD2,000 in their new fxTrade account.
- 1.4. All new accounts opened are subject to OANDA's new account requirements and must meet the approval criteria in order to be eligible for this Promotion.
- 1.5. This Promotion is limited to one account per customer. In the event the Customer has multiple accounts, only the first account registered in the eligibility period defined in clause 1.1 will be eligible for the Promotion.
- 1.6. Employees of OANDA 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 organisation or conduct of the Promotion as determined by OANDA, shall not be eligible to participate in the Promotion.
- 1.7. This Promotion is a stand-alone offer and cannot be used in conjunction with any other rebate, promotion or similar scheme offered by OANDA or any other companies within the OANDA Group.

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

2. Mechanics of the Promotion

- 2.1. The Promotion is only applicable to those Eligible Customers as defined in clause 1.2, who register by following the link in the email and meet the following criteria before midnight on Sunday 30 April Singapore Standard Time (12pm noon on Sunday 30 April Eastern Standard Time):
 - a. If the Eligible Customer trades a notional volume equivalent from USD15 mn up to USD19 mn in gold with OANDA during the Promotional period; OANDA will then send the customer one (1) 10g Pamm Suisse Gold Bar or value equivalent alternative worth approximately USD350; or
 - b. If the Eligible Customer trades a notional volume equivalent from USD20 mn to USD39 mn in gold with OANDA during the Promotional period; OANDA will then send the customer one (1) ½oz Canadian Maple Leaf Gold Coin or value equivalent alternative worth approximately USD650; or
 - c. If the Eligible Customer trades a notional volume equivalent of USD40 mn or more in gold with OANDA during the Promotional period; OANDA will then send the customer one (1) 1oz Canadian Maple Leaf Gold Coin or value equivalent alternative worth approximately USD1,250.
- 2.2. The rewards identified above are stand-alone offers and cannot be used in conjunction with each other or with any other rebate, promotion or similar scheme offered by OANDA or any other companies within the OANDA Group.
- 2.3. OANDA may at any time suspend, delete or terminate the Promotion if it is determined that trading is not in the spirit of the Promotion. This includes, but is not limited to short-term trading to benefit solely from the reward, market manipulation, false trading, market rigging, fictitious transactions, black box trading, scalping, wash trading, matching of orders or immediate withdrawal of funds. Positions must be held for a minimum of one (1) minute to be eligible for the reward.
- 2.4. If OANDA determines the criteria have been met, instructions on how to collect the reward will be sent to the Eligible Customer by midnight on Monday 30 May Singapore Standard Time (12pm noon on Monday 30 April Eastern Standard Time). If the Eligible Customer does not meet the criteria, no instructions will be sent.
- 2.5. No alternatives: Rebates are non-transferable and no cash alternative is available. No rebate transfer, assignment or substitution by Eligible Customers is allowed.
- 2.6. This offer is subject to withdrawal or change without notice.

3. General

- 3.1. By submitting your details and particulars, you consent to OANDA using such information, and contacting you for the marketing efforts of OANDA and/or its sponsor(s). If you wish to participate in any of our publicity events in Singapore, you agree that it shall be done at your own expense. 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 OANDA.
- 3.2. OANDA reserves the right, at its discretion, at any time, without notice or assigning any reason therefore, to give the credit in the amount of the currency in the customer's primary account rather than USD.

- 3.3. If OANDA subsequently discovers that the individual is in fact not eligible to participate in the Promotion, OANDA may at its discretion reverse the account credit. No individual shall be entitled to any payment or compensation from OANDA should any rebate be forfeited or reclaimed.
- 3.4. OANDA shall not be liable to any account holder or any other persons for any loss or damage arising in connection with the Promotion, 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, OANDA assumes no responsibility for lost, late, misdirected, damaged, incomplete, illegible and/or postage due mail.
- 3.5. 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. No correspondence(s) will be entertained.
- 3.6. OANDA may at any time at its sole and absolute discretion, without notice or assigning any reason therefore, terminate this Promotion, delete, vary, supplement, amend or modify any one or more of these terms and conditions in such manner as OANDA 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 Promotion and the Promotion period. OANDA 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.

OANDA Asia Pacific Pte Ltd (Co. Reg. No 200704926K) holds a Capital Markets Services Licence issued by the Monetary Authority of Singapore and is licenced by the International Enterprise Singapore.

Trading in leveraged over-the-counter contracts for foreign currency, precious metals, and CFDs carries a high level of risk and may not be suitable for all investors. You should never put at risk any amount that you cannot afford to lose. More details under: <http://www.oanda.sg/legal/risk-warning>

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