



## **FXCM Markets PROMOTION TERMS AND CONDITIONS**

### **福匯 Markets 推廣活動 條款及條件**

#### **1. THE PROMOTION**

##### **推廣活動**

FXCM Markets Limited (“**FXCM**”) offers the Promotion defined here under to new and existing clients of FXCM (“**You**” or “**Your**”).

FXCM Markets Limited (“**福匯**”, “**福匯 Markets**”) 向福匯的新客戶和現有客戶 (“**閣下**”或“**閣下的**”) 提供如下文定義的推廣活動。

Subject to these terms and conditions of this Promotion, You may be entitled to a reward 10 USD (the “**Promotion**”).

根據此推廣活動的條款及條件，閣下可能符合資格獲享一筆最多為 10 美金的獎金 (“**推廣活動**”)。

#### **2. BINDING AGREEMENT**

##### **約束性協議**

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, annexes, exhibits, amendments and/or side agreements, if 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.

閣下同意，通過參加本推廣活動，閣下將受到此條款及條件和適用於閣下賬戶的福匯業務條款（包括任何附表、附錄、附件、修訂及/或附加協議，如有）所約束，且閣下始終受到適用法律的約束（統稱為“**推廣活動條款**”）。若福匯業務條款與此條款及條件出現任何矛盾或不一致之處，概以福匯業務

條款為準。

### 3. HOW TO PARTICIPATE

#### 如何參與

To be eligible to participate in the Promotion You must:

為符合資格參加本推廣活動，閣下必須：

(a) be a natural person;

是一個自然人；

(b) be over eighteen years of age or over the age of maturity in Your jurisdiction (if You are an individual);

年滿十八周歲以上或達到閣下所屬司法管轄區的成年歲數以上（如果您為個人）；

(c) have an already existing individual or joint trading account with FXCM or open an individual or joint 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 ("**Qualifying Account**");

已持有一個福匯個人/聯名交易賬戶或開設一個福匯個人/聯名交易賬戶，此類賬戶始終受福匯業務條款約束，且必須維持開設，及並無產生任何糾紛或違約事件 ("**合資格賬戶**")；

(d) fund the account with a minimum deposit of 1000 USD as one lump sum during the Promotion Period (defined below);

在推廣活動期間（定義如下）一次性為賬戶存入至少 1000 美元的資金；

(e) after funding Your account, You must meet the trading requirement (explained below) to be eligible for the respective reward; and

在為您的賬戶注資後，您必須滿足交易要求（釋義如下）才有資格獲得相應的獎金；以及

(f) Agree and comply with these Promotion Term.

同意並遵守此推廣活動條款。

(Collectively, the "**Eligibility Requirements**").

（統稱為"**合格要求**")

For the avoidance of doubt, if You do not comply with the Eligibility Requirements, You will not be entitled to participate in this Promotion.

為避免疑慮，若閣下未能遵從此合格要求，您將無法參與此次推廣活動。

#### **4. PROMOTION PERIOD**

##### **推廣活動期間**

This Promotion starts on 30 July 2021 at 00:01 A.M. GMT and ends on 31 December 2021 at 11:59 P.M. GMT ("**The Promotion Period**").

該推廣活動於北京時間 2021 年 7 月 30 日 早上 08 點 01 分開始（格林威治標準時間 2021 年 7 月 30 日 凌晨 00 點 01 分），於北京時間 2022 年 1 月 1 日 早上 07 點 59 分結束（格林威治標準時間 2021 年 12 月 31 日 晚上 11 點 59 分）。（“**推廣活動期間**”）

#### **5. TRADING VOLUME REQUIREMENT**

##### **交易量要求**

After funding Your account with the minimum deposit of 1000 USD as one lump sum during the Promotion Period, you must also accomplish at least one round turn trade of any FXCM products by 31 January 2022, to be eligible to receive the reward.

在推廣活動期間一次性為您的賬戶存入最低 1000 美元的資金後，您必須在 2022 年 1 月 31 日之前完成至少一筆有關任何福匯產品的來回交易，才有資格獲得獎金。

#### **6. RECEIVING THE REWARD**

##### **獲取獎金**

- 6.1 Subject to FXCM's rights under these Promotion Terms and upon review and confirmation that the account satisfies the Eligibility Requirements, FXCM shall credit Your Qualifying Account with the reward upon receiving an email notification. Each reward credit calculation and execution shall be performed on monthly basis. 受福匯推廣活動條款之權利約束，在覆核並確認該賬戶滿足合格要求後，福匯將於您收到電子郵件通知後將獎金存入閣下合資格的賬戶。獎金將按月計入。
- 6.2 If You have multiple trading accounts with FXCM, you can only claim a reward under this Promotion for a maximum of one (1) trading account. Each unique client may only make a maximum of one entry to this Promotion.

若閣下有多個福匯交易賬戶，您最多只可為一（1）個賬戶申領本次活動的獎項。每位客戶最多只能參加一次此推廣活動。

6.3 Price arbitrage strategies are not applicable to this Promotion and FXCM determines, at its sole discretion, what encompasses a price arbitrage strategy.

價格套利策略不適用於本推廣活動，福匯自行決定包含價格套利策略的內容。

6.4 FXCM shall have sole and absolute discretion in determining whether the Promotion can be awarded to You.

福匯對於閣下是否符合資格參加本推廣活動擁有全權絕對酌情決定權。

## **7. LIABILITY**

### **法律責任**

7.1 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.

閣下同意，閣下將會根據書面要求在任何時候賠償、捍衛、維護福匯（包括其董事、高級職員、員工及受讓人），使其免責於由於或涉及或因閣下作出的任何行為、違責、不作為及/或閣下違反此推廣活動條款所列的陳述和保證附帶引起，包括但不限於由於或涉及與閣下的任何違規行為、不遵從條款、行為或不作為（不論是疏忽或以其他方式作出），而導致福匯將會或可能承擔的任何法律責任、罰金、處罰、訴訟、判決、和解、索賠、要求、損失、損害、傷害、賠償、成本與費用（包括支付利息、客戶與事務律師所定的合理律師費用、其他專業服務費用、墊付款以及調查訴訟費）。

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.

在法律許可的範圍下，如因為或涉及本推廣活動而產生糾紛或申索，閣下的訴訟權、對司法或任何其他程序尋求禁制令或任何其他追索權的權利將會謹此被免除，而閣下明確放棄任何及全部此等權利。

## **8. GENERAL CONDITIONS**

### 一般條款

#### **8.1 PARTICIPATING IN THIS PROMOTION DOES NOT GUARANTEE POSITIVE RETURNS. ALL PARTICIPANTS HAVE THE POTENTIAL TO EXPERIENCE LOSSES IN EXCESS OF DEPOSITED FUNDS.**

參與此次推廣活動並不保證積極回報。所有參與者均有可能遭受超過存入資金的損失。

8.2 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.

若福匯認為閣下參與此次推廣活動，有違或可能有違此推廣活動條款。福匯保留在不損害本推廣活動條款其他權利的情況下，立即撤銷閣下賬戶參與推廣活動的權利。

8.3 FXCM may, in its discretion, cancel, or reverse a reward if a payment is made in error.

若款項支付有誤，福匯可酌情取消或收回獎金。

8.4 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.

福匯保留全權酌情更改、修訂、修改、暫停或終止本推廣活動或其任何部份的權利，包括但不限於隨時延長該推廣活動時間而毋須事先作出通知。在此情形下，福匯將盡合理努力以郵件方式通知閣下。

8.5 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.

若此推廣活動無法按計劃執行，其原因是福匯不可控因素，包括（但不限於）任何問題或技術故障、或任何適用產品退市或產生重大改變，福匯就此推廣活動對閣下概不負責。

8.6 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.

福匯的所有前任僱員以及現任僱員、實習生和承包商（“**僱員**”），與其所有聯屬公司和附屬公司以及僱員的直系親屬和共同居住人士均不得參與此次推廣活動。

8.7 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.

若本推廣活動條款的任何條文被視為無效或無法強制履行，其餘所有條文仍然完全有效。

8.8 Unless the context otherwise requires, references to any gender include all genders and use of the singular includes the plural and vice versa.

除上下文另有所指外，凡提及任何性別即包括所有性別，凡使用單數形式即包括複數形式，反之亦然。

8.9 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.

閣下須單獨承擔任何及全部稅款，包括但不限於可能適用於閣下參與本次推廣活動的聯邦稅、州稅以及地方稅。福匯有權利但無義務，根據適用的聯邦和地方課稅法律、規定、法規、守則或條例作出其認為必要或適宜的扣減和扣繳。

8.10 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.

福匯可以自行酌情決定是否為閣下提供此推廣活動條款的譯本。英文原版是福匯與閣下之間唯一具有法律約束力的版本。如英文原版與閣下持有其他譯文有所出入，概以英文原版為準。

## **9. GOVERNING LAW AND VENUE**

**監管法律及監管地**

These Promotion Terms shall be governed by and construed in accordance with the law of Bermuda. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Promotion Terms.

此等推廣條款將受到百慕達法律監管及據此詮釋。雙方不可撤銷地同意，英格蘭及威爾士法院擁有解決任何因此推廣活動條款引起或與之相關的糾紛的獨有管轄權。