

Terms and Conditions for Incentives and Loyalty Awards

This Terms and Conditions for Incentives and Loyalty Awards is effective from 29 April, 2020 and shall remain effective until a more recent version is released. FinaltoAU reserves the right to amend or supplement this Policy at any time. This Policy does not replace our Product Disclosure Statement and Terms and Conditions which we ask that you read carefully before you enter into any trading. The prevailing version of this Policy is always available on our website au.markets.com.

The below outlines the terms and conditions for the types of Loyalty Awards offered by the Company as these may change from time to time and should be read in conjunction with the Company's [Terms and Conditions \("T&C"\)](#). Unless otherwise stated, in case of discrepancy between the T&C and the Terms and Conditions for Incentives and Loyalty Awards the latter prevails.

Finalto (Australia) Pty Limited ("the Company", "FINALTOAU") offers a number of attractive rewards to its new and existing customers ("Customers") following its request and acceptance by the Customer. Bonuses and/or financial awards or promotions ("Award") rewarded to Customers are part of the Company's promotional program. These Awards have limited time offers of which the following terms shall apply in reference to the relevant Customer account ("Account"):

1. Awards are available to Customers who meet the Company's client qualification requirements.
2. Award rules acceptance - prior to accepting any Award offer Customers shall consider the particular terms and conditions associated with the Award and this Bonus and Award Policy, as both may be amended from time to time. Acceptance of the Award is done by placing trade in the Account. Acceptance of an Award Customers **must** be communicated to the Company's Customer Support ("CS") claiming the Award otherwise it will not be awarded. To claim the Award, Customers should contact CS team on Live Chat or at support@markets.com.
3. Trading the Award - the funds deposited by the Client to the Account are used prior to the Award. For example, if you have made a deposit of 200 AUD to the Account and received an Award of 50 AUD to Account, upon placing trades the funds of your deposit will be used first. Therefore, if you lose 200 AUD, unless you have met the below trading requirements for being able to withdraw your Award, there will be no funds eligible for withdrawal from the Account. For more information please contact the Company's customer support.
4. Volume Conditions
 - 4.1 Withdrawal:
 - 4.1.1 In order for the Customer to be eligible to withdraw the Award, the Customer must execute a minimum trading volume of 10,000 AUD for every dollar awarded by The Company to the Account (e.g. if Customer who receives 100 AUD Award will need to have a minimum trading volume of 1,000,000 AUD);
 - 4.1.2 If the Customer withdraws any funds from the Account before satisfying the required trading volume, the total Award will be deducted from the Account. The Customer's trading volume in the Account starts counting on the date the Customer receives the Award.
5. Time Terms
 - 5.1 Timeframe - Customers have 90 days, from the date of receiving the Award, to meet the abovementioned Volume Conditions ("Timeframe").
 - 5.2 Expiration - upon Timeframe expiration the Account shall be adjusted to the deposits made by the Client to the Account.
6. Account Terms
 - 6.1 Customers are prohibited from opening multiple accounts with the Company for the sole purpose of enjoying more than one Award. Duplicate accounts may be closed without notice. In such cases, the Company shall retain any Award rewarded to the Customer, any earnings will be forfeited and any amount deposited by the Customer to the Account will be returned to the Customer accordingly.

7. Opt out - the Customer is not required to accept any Award offered by the Company; all Awards are optional. The Customer may choose not to accept an Award. In these circumstances, the Customer will not be bound to the terms relating to Awards. Should such Customer mistakenly accept an Award, the Customer shall not trade in the Account and notify the customer support immediately of mistakenly accepting the Award. The Company will remove the Award from the Customer's Account.
8. Miscellaneous –
 - 8.1 Abuse - any improper or abusive trading, not in accordance with the Company's T&C, will result in the Award being revoked or not awarded, and may also result to the Account being frozen to serve proper investigation and suspended should the investigation's result indicate breach of the Agreement.
 - 8.2 No waiver - any delay or omission to exercise any right, power, or remedy accruing to the Company upon any breach or default under this Agreement, shall be deemed a waiver of exercising its rights;
 - 8.3 Validity - If any provision of these terms is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Terms and Conditions for Incentives and Loyalty Awards, and, to that extent, the provisions are intended to be and shall be deemed severable;
 - 8.4 Inactive Account - please note that once a trading account is classified as Inactive all Bonuses and/or Awards may be removed without prior notice. Please refer to section "Inactive and Dormant Accounts" for information on Inactive Accounts.
 - 8.5 No partial Award - the Company awards only Client who meet the Award terms. No partial Award can be granted for accomplishing a portion of the points needed. If, for any reason, the Client is unable to accumulate the necessary points within the Timeframe, no portion of the Award will be awarded.
 - 8.6 Limited Period - Award accumulation is valid only during the Timeframe. Accumulation will be zeroed for Account that did not meet the Award particular terms within the Timeframe. Client cannot use partial accumulation of an Award for the benefit of meeting another Award irrespective of the timeframe.
 - 8.7 Terms Change - in case of modification of the particular Award's terms and conditions the Company shall provide the Client with appropriate notification over the email in advance.

New deposit award

1. Where you were a client that has engaged in trading with FINALTOAU, you may be entitled to bonuses and other awards (collectively "**Incentives**"), subject to approval by FINALTOAU. These Incentives are an Award available to Clients who meet the Company's client qualification requirements.
2. New deposit award terms of acceptance - prior to accepting any Award the Client shall take into consideration the particular terms and conditions. Acceptance and acknowledgement of the particular terms and conditions is done by Client's consent either in a written form (such as email) or by equivalent means (such as popup acknowledgment).
3. In order for the Client to be eligible for the Deposit Bonus Award, an assessment procedure will be carried out by FINALTOAU and at the Company's discretion the Client may receive a bonus of up to 20%, with a maximum of 2000 AUD on new deposits made with FINALTOAU.
4. Upon crediting of the Award to the Account, the funds are available for trading. Award withdrawals are subject to general conditions for withdrawal set out in paragraph 4 (Volume Conditions) above.

5. Clients are prohibited from opening multiple accounts with the Company for the sole purpose of enjoying more than one Award. Duplicate accounts may be closed without notice. In such cases the Company shall retain any Award rewarded to the Client, any earnings will be forfeited and any amount deposited by the Client to the Account will be returned to the Client accordingly.
6. FINALTOAU reserves the right to modify, amend or discontinue this program at any time.

Rebate program

1. In order to participate in "Rebate program" a Client needs to successfully register for an Account with the Company and have satisfied all KYC and other requirements for such registration in accordance with the Client Agreement and make a deposit.
2. The Rebate Program is solely available to Professional clients.
3. Rebate payment for the client is allocated only in the case of using a trading account.
4. A client will enter into the Rebate Program solely upon submitting a request to the Company and following acceptance of the request by the Company.
5. The "Rebate program" is allocated only to one trading account per Client regardless of the number of trading accounts a client may have.
6. The Client may be entitled to a payment of at least 5% of his spread to be paid on a weekly basis within 10 working days of his first deposit each Monday.
7. If a Client is suspected of abusing or attempting to abuse the "Rebate Program" or any other attempt of violating the Company's Terms and Conditions, the Company reserves the right to:
 - a. cancel the payment of the rebate, and/or
 - b. to stop the promotion, and/or
 - c. to cancel all conditions that are applied to this client (temporarily or permanently), and/or
 - d. to modify or cancel this offer at any time without prior notice.
8. The Company reserves the right to cancel this program at any time.

Webinar Deposit Award

1. The Client offers to new Customers the possibility to participate to a Webinar and receive a deposit bonus. This Webinar Deposit Award ("Promotion") is open to the Company's Clients following their request to participate to the Promotion, the Clients have accepted the [Terms and Conditions \("T&C"\)](#) and subject to the following terms.
2. The Company shall offer to the Clients who participate to the live Webinar of Trading Mastery Pty Ltd a one-time bonus of 500 (five hundred) AUD, provided that the Client must have successfully opened an account with FINALTOAU (the "Account") and by funding the Account with a minimum amount of 1000 AUD (one thousand Australian dollars). By participating in the Program, the Client is deemed to have accepted these Terms.

3. The Client by accepting this Award, agrees and understands that will not be entitled to the New Deposit Award in accordance to the Terms and Conditions for Incentives and Loyalty Awards.

Eligibility

4. This promotion is available to Clients who meet the Company's client qualification requirements, have successfully registered for an Account with the Company and have satisfied all KYC, AML and other requirements for such registration in accordance with the T&C and maintain an active account during the promotional period. In order for an account to be considered as active, the Client must have executed at least one trade within the promotional period.
5. Prior to accepting any promotional offer Clients shall consider the particular terms and conditions associated with the Program, as may be amended from time to time.
6. In all instances, any Client participation in this Program will be subject to Client's compliance with the Company's onboarding, Account opening, AML and KYC procedures set out in the T&Cs.
7. This Program is not available in any Banned Jurisdiction.
8. This Program applies only to individuals.
9. Upon crediting of the Award to the Account, the funds are available for trading. Award withdrawals are subject to general conditions for withdrawal set out in paragraph 4 Volume Conditions of the of Terms and Conditions for Incentives and Loyalty Awards.
10. Clients are prohibited from opening multiple accounts with the Company for the sole purpose of enjoying more than one Award. Duplicate accounts may be closed without notice. In such cases the Company shall retain any Award rewarded to the Client, any earnings will be forfeited and any amount deposited by the Client to the Account will be returned to the Client accordingly.

Terms and Conditions for Expired Promotions:

The below terms relate to promotions which have expired. Awards for the below promotions are no longer provided.

Terms and Conditions for Switching Bonus

1. Introduction

- i. The below sets out the terms and conditions for Switching Campaign which is offered to the clients ("**Clients**" or "**you**") of FINALTO (AUSTRALIA) PTY LIMITED (the "**Company**"). The Company proposes special conditions to its Clients. Bonuses and/or financial awards or promotions ("Award") rewarded to

Clients are part of the Company's promotional program. These Awards are subject to conditions that apply in reference to the relevant Customer account ("Account"). These terms and conditions for the types of Awards offered by the Company may change from time to time and should be read in conjunction with the Company's policies which comprise the entire Agreement between you and the Company ("**Client Documents**"). Unless otherwise stated, in case of discrepancy between **Client Documents** and the Terms and Conditions for Switching Campaign, the later prevails.

ii. The Company offers a conditionally refundable trading award (the "**Switching Bonus**") to its Clients opening a trading account with the Company for the first time and where such Client, prior to becoming a customer of the Company, was a customer of any third-party provider of CFD/FX online brokerage service (the "**Prior Broker**").

2. Switching Bonus Eligibility

To be eligible for Switching Bonus, all of the following pre-conditions (the "**Eligibility Criteria**") must be met:

- i. The Client must open a trading account with the Company and successfully pass the Company's verification procedure and the relevant anti-money laundering, KYC and appropriateness checks and assessments in accordance with the Company's internal procedures and the terms of the Company's client agreement and other documents governing the relationship between the Company and the Client (collectively, "**Client Documents**"). For the avoidance of doubt, the Company retains absolute discretion on whether or not it accepts any person as its Client;
- ii. Prior to becoming a Client of the Company, a person had a trading or similar account with a Prior Broker;
- iii. The Client makes an approved deposit to its trading account with the Company; and
- iv. The Client provides the Company with satisfactory documentary evidence (in the Company's sole discretion) of the trading (including any losses) incurred by the Client with their Prior Broker and accepts this terms and conditions.

For the avoidance of doubt, any determination of whether or not the Eligibility Criteria have been met, shall be made by the Company in its sole and absolute discretion.

3. Switching Bonus Parameters

- i. The amount of the Switching Bonus shall be equal to the Client's proven trading losses with the Prior Broker ("**Reference Losses**") provided that the maximum amount of the Switching Bonus awarded to any individual Client shall not exceed 3,500 AUD (three thousand five hundred) (or equivalent in other currencies), and shall be subject to the following additional conditions:
 - a. Trading position(s) of the Client with the Prior Broker which resulted in the Reference Losses ("**Relevant Trading Position**") must have been closed no more than 7 (seven) days

- ii. The Company reserves the right to amend these Terms and Conditions at any time by posting the relevant notice on the Company's website.

Free \$20 AUD Mobile App Install Award

1. Capitalised terms in this terms and conditions shall have the meaning ascribed to them in the Terms and Conditions ("T&C") of Finalto (Australia) Pty Limited (the "Company"), unless otherwise defined herein.
2. All Customers who satisfy all of the below criteria are eligible for the Award:
 - (i) Successfully registered for an Account with the Company and have satisfied all KYC and other requirements for such registration in accordance with the T&C;
 - (ii) Logged in to their Account from one of the Company's non-mobile web Electronic Trading Platforms;
 - (iii) Made a deposit and have opened a position on the trading platform; and
 - (iv) Received an offer to accept the Award as per paragraph 3 below.
3. This Award shall become available to the eligible Customers (as per paragraph 2 above) upon the Company sending to a Customer an e-mail and/or log-in message in a web Electronic Trading Platform containing an offer to accept this Award.
4. Customers may accept this Award within 7 (seven) calendar days upon receipt of an e-mail and/or log-in message specified in paragraph 3 above by installing a mobile Electronic Trading Platform on their mobile device and logging in to their Trading Account from a mobile Electronic Trading Platform.
5. Customers who accepted the Award will receive the Award in the respective base currency of the Account.
6. This Award is not conditional and does not depend on the amounts deposited by the Customer or the Customer's trading.
7. This Award can be awarded once per household or IP address or phone number or a Customer.
8. A Customer may immediately withdraw the Award amount and/or any profits derived from the Award.
9. In all instances, a withdrawal of this Award will be subject to Customer's compliance with the Company's onboarding, Account opening, AML and KYC procedures set out in the T&C.

10. This Award is not available in the EU nor UK or in any Banned Jurisdiction.

11. Miscellaneous

- (i) Abuse - any improper or abusive trading or use in breach of the T&C, will result in the Award being revoked or not awarded;
- (ii) No waiver - any delay or omission to exercise any right, power, or remedy accruing to the Company upon any breach or default under these Terms and Conditions or the T&C, shall not be deemed and must not be construed as a waiver of its rights;
- (iii) Validity - if any provision of these Terms and Conditions is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions, and, to that extent, the provisions of these Terms and Conditions are intended to be and shall be deemed severable;
- (iv) Change of Terms - in case of modification of these Terms and Conditions the Company shall provide the Customer with appropriate notification over the email in advance, where practically possible.
- (v) These Terms and Conditions are subject to the terms of the T&C and any general Terms and Conditions for Incentives and Loyalty Awards ("General Terms"). In the event of any conflict between these Terms and Conditions, General Terms and the T&C, these Terms and Conditions shall prevail.