

# **Terms and Conditions**

# Celebrate the unforgettable moments of the Season Man City ("Promotion")

- 1. This Promotion is run jointly by two related Promoters under the Axi brand, collectively, "Axi". To contact the Promoters, please email <a href="mailto:service@axi.com">service@axi.com</a>. Information on how to enter forms part of these terms and conditions ("Terms").
- 2. The Promoter extending this Promotion to you depends on the country in which you reside or whether you are under its jurisdiction. If you are not excluded and are:
  - a. A UK resident or under the jurisdiction of the following entity, the Promoter is Axi Financial Services (UK) Limited, a company registered in England and Wales with company number 6050593, authorised by the Financial Conduct Authority and whose office is situated at 1st Floor, 1 Finsbury Market, London, EC2A 2BN.
  - b. Any person who is not a resident of the above countries, or under the jurisdiction of the above entities, the promoter is AxiTrader Limited ("Axi"), Suite 305, Griffith Corporate Centre, PO Box 1510, Beachmont, Kingstown, St Vincent, and the Grenadines, incorporated in St Vincent and the Grenadines, number 25417 BC 2019 by the Registrar of International Business Companies, and registered by the Financial Services Authority.
- 3. The partner in this Promotion is Manchester City Football Club Limited ("Man City"), Etihad Stadium, Etihad Campus, Manchester, M11 3FF, incorporated in the United Kingdom with company number 00040946.
- 4. This Promotion commences at 00:00:00 Greenwich Mean Time ("**GMT**") on 15th of April 2023 and ends at 23:59:59 GMT on 30<sup>th</sup> May 2023 ("**Promotion Period**").
- 5. Participation in this Promotion is deemed acceptance of these Terms.
- 6. This Promotion is open to all entrants who:
  - a. are 18 years of age or over;
  - b. comply with these Terms;
  - c. are not residents of the United States of America, Japan, Brazil, and the province of Quebec in Canada; and
  - d. are not directors, management, employees, or agents of the Promoter or its related entities (or immediate family members of such persons)

(an "Eligible Entrant").



- 7. To enter the Promotion, during the Promotion Period, an Eligible Entrant must:
  - a. click on the link to the Promotion landing page via: Facebook, Instagram, Twitter, TikTok, YouTube, or LinkedIn (each a "Social Media Platform"); or
  - b. click on the Axi display banner on the "Man City Cityzen Portal" website available via <a href="https://cityzens.mancity.com/home">https://cityzens.mancity.com/home</a>; and both:
    - i. on the Promotion landing page, tell us in 50 words or less your response to the question in Table 1 below ("**Promotion Question"**); and
    - ii. include your full name and email address and submit your entry.

#### Table 1 - Promotion Question

"What has been your unforgettable City moment of the season and why?"

- 8. An Eligible Entrant who completes all the steps outlined in Clause 7 above will receive one entry into the Promotion ("Entry"). Responses must be in English.
- 9. Multiple entries are permitted for each Eligible Entrant and all valid entries will be included in the draw.
- 10. The Promoter, its agents, affiliates, or representatives will not be liable for any late or misdirected Entries.
- 11. The Promoter reserves the right, at its sole and absolute discretion, to deem an irregular, incomprehensible and incomplete Entry or any Entries that do not comply with these Terms, as invalid ("Invalid Entries").
- 12. Judging will take place at 15.00 GMT on 10<sup>th</sup> June 2023 ("**Selection Date**"). Each valid Entry will be individually judged based on the accuracy and originality of the Entry in response to the Promotion questions, as determined by the judges of the Promotion.
- 13. The best entry as determined by the judges in their absolute discretion will win the Prizes listed in Clause 16 below.
- 14. The Promoter reserves the right to select additional reserve entries that it determines to be the next best, and record them in order of merit, in case of an Invalid Entry or ineligible entrant.
- 15. This is a game of skill and chance plays no part in determining the winner.



## 16. Prizes:

- a. The following prizes will be awarded to Eligible Entrants based on their judged rank:
  - i. 1x Eligible Entrant will win 2x VIP tickets to watch a match at the Etihad stadium This VIP experience will include catering (food and drink). (valued at £1000 for 2 people) ("First Prize");
  - ii. 1 x player signed shirt valued at £150) ("Second Prize");

Collectively, "Prize Winners".

- 17. A First Prize winner and their guest will also receive, subject to the conditions in clause 18 below:
  - a. if they do not reside in the United Kingdom
    - reimbursement of one nights' accommodation at a hotel in Manchester to the value of £150 per night (where that sum includes breakfast) from the Promoter, and;
    - ii. reimbursement for a return economy class airfare to Manchester (to the value of £1,500) from the Promoter and further reimbursement up to a value of £150 for travel expenses to and from airports.
  - b. If they reside in the United Kingdom
    - i. if they reside in the United Kingdom, reimbursement of travel expenses up to a value of £150 (such as a train ticket).



- 18. The First Prize winner referred to in clause 17 above must:
  - a. as applicable, book a return economy class airfare from their closest domestic capital city to Manchester, ensuring that:
    - i. they and their guest travel at the same time, and
    - ii. they and their guest depart from the same capital city.
  - b. as applicable, book accommodation (including for their guest),
  - as applicable, arrange transportation to and from the airport at both their place
    of origin and the airport at Manchester or arrange transportation from their
    place of residence to their Manchester accommodation,
  - d. cooperate with Axi staff or representatives by providing information as required from time to time, including dietary information,
  - e. provide Axi staff or representatives with tax invoices and receipts for travel described in clause 17 above to the reasonable satisfaction of Axi; and
  - f. be available for and consent to being in promotional photographs or video during their attendance in Manchester if requested by the Promoter, and sign any further documentation required by the Promoter to give effect to clause 32 below.
- 19. All other expenses not expressly referred to in clause 17 above and clause 16.a.i above, including but not limited to, visas, passport costs, travel insurance, and other travel expenses, are to be borne by the First Prize Winner and are the First Prize Winner and their guest's responsibility.
- 20. The Promoter will not be liable for the failure of the First Prize winner (or their guest) to meet travel schedules or for cancellations. It is the obligation of the First Prize winner on behalf of their guest and themselves to do all things necessary and make all enquiries necessary to attend booked airfares, accommodation, and travel. This includes but is not limited to arranging visa authorisation, arranging passport documentation, and meeting medical requirements such as vaccination requirements. No cash or other prize will be awarded as a substitute if the First Prize winner or the guest cancels for any reason or fails to meet booking requirements and consequently is unable to receive part/all the First Prize.
- 21. The Prize (or any part thereof) is not transferable and is not redeemable for cash.
- 22. If a Prize (or any part of a Prize) becomes unavailable for reasons beyond the Promoter's control, including any pandemic, the Promoter may substitute a Prize (or the relevant part of a Prize) with a prize of equal or greater value.
- 23. Prize winners ("**Prize Winners**") will be contacted between 15:00 GMT and 17:00 GMT on 12<sup>th</sup> of June 2023 via the email address provided when submitting their entry on how to



redeem their Prize. If the Prize Winner cannot be contacted or does not claim the prize within 14 days of notification, the Promoter reserves the right to withdraw the prize from the Prize Winner and pick a replacement winner.

- 24. Should an Eligible Entrant's contact details change during the Promotion Period, it is the Eligible Entrant's responsibility to notify the Promoter. A request to access or modify any information provided as part of the redemption of a Prize should be directed to the Promoter.
- 25. The Promoter reserves the right to request verification of Eligible Entrants and of the age, identity and residential address of Prize Winners and any recipients of the Prize and any other information relevant to entry into or participation in this Promotion. Verification is at the discretion of the Promoter; whose decision is final.
- 26. Personal information including the Eligible Entrant's name and address will be collected and used for the purpose of conducting this Promotion. This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third-party service providers, for the purpose of conducting the Promotion, or for promotional and marketing purposes (including for direct marketing) ("Purpose").
- 27. By entering this Promotion, Eligible Entrants consent to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment. Eligible Entrants agree that the Promoter may use this information for that purpose and disclose it to other organisations or persons including overseas service providers that may use it, in any media for the Purpose.
- 28. All personal information collected will be collected and held in accordance with applicable law and Axi's privacy policy, found on the website of the relevant Promotor, being:
  - a. For Axi Financial Services (UK) Limited, <a href="https://www.axi.com/uk/legal-documentation/privacy-policy">https://www.axi.com/uk/legal-documentation/privacy-policy</a>.
  - b. For AxiTrader Limited, https://axidocs.s3.amazonaws.com/media/svg/privacy-policy.pdf.
- 29. This Promotion is only open to Eligible Entrants who act, at all times, in good faith, sincerely, and without fraud. Any entrant or entry that the Promoter suspects, in its discretion, to be in breach of these Terms or attempting to gain an unfair advantage over other entrants (e.g. by using technology) will not be eligible for a Prize.
- 30. An Eligible Entrant's entry must not include:
  - a. any content that contravenes any law; or
  - b. any content that is obscene, offensive, potentially defamatory, discriminatory, indecent, prejudicial or inconsistent with prevailing community standards.



- 31. If applicable, an Eligible Entrant warrants that the contents and materials submitted as part of the entry are original works, and do not infringe any rights (including intellectual property rights) of any third party. An Eligible Entrant agrees to indemnify the Promoter and its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to, or resulting from, a breach of warranty set out in this Clause 26.
- 32. By entering this Promotion, Eligible Entrants grant the Promoter and the Partner a non-exclusive licence to use the content of their entry, or any part of the content of the entry, in any way the Promoter and Partner wish in all media for the purposes of the Promoter's and Partner's business on their websites, social media or in any marketing campaign, without payment to the Eligible Entrant of royalties or compensation. If requested by the Promoter, Eligible Entrants agree to sign any further documentation required by the Promoter to give effect to this Clause 32.
- 33. The following terms apply to the extent that the Promotion is conducted on, advertised or promoted on a social media platform or website owned by a third party ("Platform Operator"):
  - each entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator;
  - b. each entrant acknowledges that the Platform Operator does not bear any responsibility for the Promotion;
  - c. each entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion;
  - to the extent relevant to the Promotion, the Promoter agrees and each entrant must agree to adhere to the prevailing terms and conditions of each Platform Operator;
  - e. entrants understand that they are providing their information to the Promoter and not to the Platform Operator,
  - f. entrants are solely responsible and liable for any content or information they transmit to other users of the Platform Operator; and
  - g. any questions, comments or complaints about the Promotion must be directed to the Promoter not the Platform Operator.

### General:

a. The Promoter reserves the right to cancel or change the rules of the Promotion at any time throughout the Promotion Period without notice.



- b. The decisions of the Promoter are final. No correspondence will be entered into.
- c. The Promoter reserves the right at any time to disqualify any entrant who submits an Entry that is not in accordance with these Terms or who tampers with the entry process.
- d. Failure by the Promoter to enforce any of their rights does not constitute a waiver of those rights.
- e. The Prizes (or any part thereof) are not transferable or redeemable for cash.
- f. Entry to the Promotion is free, but entrants are responsible for any costs imposed by their internet service or other technology providers.
- g. The Promoter may prohibit any person's participation in this Promotion, cancel or suspend the Prize (or part thereof) if the Promoter considers that the entrant has behaved in a way which may diminish its name or reputation, is in bad faith, is designed to gain an unfair advantage, is fraudulent, is otherwise contrary to law or these Terms, or is otherwise inappropriate.
- h. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the Promoter's control, including but not limited to an epidemic or pandemic such as COVID-19 and the impact thereof, technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, to the fullest extent permitted by law and subject to any law or written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion.
- i. To the fullest extent permitted by law, the Promoter will not be liable for any loss or damage an entrant or winner suffers as a result of participating in this Promotion (including the Prize).
- j. By entering this Promotion an entrant accepts that the Promotion is not an inducement to place any trades whatsoever. Entrants accepting the Terms of this Promotion should make their own assessment about the suitability of trading in any of Axi's products.
- k. The Promotion and these terms and conditions will be governed by the laws of England and Wales and any disputes will be subject to the exclusive jurisdiction of the courts the England and Wales.
- If Axi subsequently discovers that the individual is in fact not eligible to participate in the Promotion, Axi may at its discretion reverse Promotion prize. No individual shall be entitled to any payment or compensation from Axi, should any Promotion prize be forfeited or reclaimed.



Clients receiving services or participating in this Promotion through Axi Financial Services (UK) Limited (Axi for purposes of this section): Axi is a trading name of Axi Financial Services (UK) Limited registered in England and Wales under number 6050593. Axi Financial Services (UK) Limited is authorised and regulated by the Financial Conduct Authority – Firm Reference Number 466201.

Contracts For Difference (CFDs) are complex instruments and come with a high risk of losing money rapidly due to leverage. 82.7% of retail investor accounts lose money when trading CFDs with this provider. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money. Please ensure that you are fully aware of the risks involved and refer to our Risk Warning. If necessary, seek independent financial advice. The Client Agreement and Execution Policy available at <a href="www.axi.com/uk">www.axi.com/uk</a> are also important documents and should be reviewed prior to deciding whether to acquire, hold or dispose of Axi's products. Please also review Axi's Privacy Policy.

Clients receiving services or participating in this Promotion through AxiTrader Limited (Axi for purposes of this section): AxiTrader Limited is incorporated in St Vincent and the Grenadines, number 25417 BC 2019 by the Registrar of International Business Companies, and registered by the Financial Services Authority, and whose address is Suite 305, Griffith Corporate Centre, PO Box 1510, Beachmont Kingstown, St Vincent and the Grenadines.

Axi is wholly owned by AxiCorp Financial Services Pty Ltd, a company incorporated in Australia (ACN 127 606 348) and registered in New Zealand as an overseas company (NZBN 9429042567608). Over-the-counter derivatives are complex instruments and come with a high risk of losing substantially more than your initial investment rapidly due to leverage. You should consider whether you understand how Axi over-the-counter derivatives work and whether you can afford to take the high level of risk to your capital. Investing in over-the-counter derivatives carries significant risks and is not suitable for all investors.

When acquiring our derivative products, you have no entitlement, right or obligation to the underlying financial asset. Axi is not a financial adviser and all services are provided on an execution only basis. Information is of a general nature only and does not consider your financial objectives, needs or personal circumstances. All clients: Important legal documents in relation to our products and services are available on our website at www.axi.com. You should read and understand these documents before applying for any Axi products or services and obtain independent professional advice as necessary.

Cryptocurrencies like Bitcoin are extremely volatile and can move or jump in price with no apparent reason due to lack of liquidity and ad hoc news. There is little or no fundamental reasoning behind its pricing and as such trading CFDs in Bitcoin pose a significant risk to Retail Clients. While Axi only quotes Bitcoin between Monday and



Friday, Bitcoin can trade over the weekend, meaning there could be a significant price change between Friday and Monday. Bitcoin should only therefore be traded by those clients with sufficient experience to understand the risk of losing all their investment, or more, in a short period of time, and only a very small part of their portfolio should be used.