

# Terms & Conditions – Manchester Derby 100% Trading Credit and Bonus Offer ("Promotion")

- 1. By making a deposit to your AxiTrader Limited ("Axi") Account under this Promotion you acknowledge you have received, read, and agree to be bound by these terms and conditions and the documentation available on the Axi website <a href="https://www.axi.com/int/legal-documentation">https://www.axi.com/int/legal-documentation</a> ("Documentation").
- 2. Defined terms have the same meaning as the Documentation unless otherwise specified in these terms and conditions.
- 3. The promoter is AxiTrader Limited, 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 ("Promoter"). To contact the Promoter, please email service@axi.com
- 4. This Promotion is available to qualifying clients identified in clause 5 and not excluded by clause 6, 7 or 11.
- 5. To be eligible for this Promotion, you must have done all the below listed things between 11:59pm Universal Coordinated Time ("UTC") on 20 September 2022 and 11:59pm UTC on the 31 October 2022 ("Promotion Period"):
  - opened a new Axi Account during the Promotion Period;
  - made an initial single deposit of at least 200 USD or the equivalent in another account currency into your new Axi Account ("Initial Minimum Deposit"); and
  - made at least 1 (one) trade during the Promotion Period.
- 6. If you already have an Axi Account into which an initial deposit has been made prior to the Promotion Period ("Existing Account"), you will not be eligible to participate in this Promotion unless:
  - the Existing Account has had no activity over the preceding 2 (two) months' prior to the Promotion commencement date; and
  - the Promoter, in its discretion, has invited you to participate in this Promotion.
- 7. This Promotion is **not** available to the following clients who are:
  - subject to clause 6, an Axi client who has closed an Existing Account and reopened a new Account within the Promotion Period;
  - residents of Australia, New Zealand, South Africa, the United Arab Emirates, the United Kingdom and European countries, and
  - directors, management, employees, or agents of the Promoter or its related entities (or immediate family members of such persons)

("Eligible Entrant").

### 100% Trading Credit

- 8. If the criteria in clause 5 is met and you are not excluded by clause 6 or 7, a trading credit will be applied to your Axi Account as follows:
  - the value of the trading credit will be 100% of the Initial Minimum Deposit value up to a maximum of 2,000 USD per client; and
  - the trading credit will be deposited in the currency of your Axi Account.



- The trading credit is for trading purposes only and cannot be withdrawn, transferred to another person or to another person's Account, redeemed for cash or exchanged for other goods and services.
- 10. This Promotion is limited to one Account per person, even if they hold multiple Accounts.
- 11. If your Axi Account equity balance falls below the credit balance the trading credit will be removed and your open trades will be closed.
- 12. The trading credit will expire 3 calendar months after the closing date of the Promotion Period at 11:59pm UTC ("Trading Credit Expiry") at which time the trading credit will be removed from your Account.
- 13. If a client withdraws funds during the Promotion Period or prior to the Trading Credit Expiry time the trading credit will be removed. Note also that the removal of the trading credit could result in the closure of some or all of your trades if you do not maintain sufficient funds.
- 14. Axi reserves the right to amend or cancel this Promotion without notice at any time in the future and withdraw the trading credit.

#### **Bonus Offer**

- 15. If you are not excluded by clause 6 or 7, you are eligible to participate in the **Bonus Offer** and will receive one **Bonus Offer Entry** by:
  - Either:
- clicking on the link to the Promotion landing page via: Facebook, Instagram, Twitter, LinkedIn, (each a "Social Media Platform"); or
- clicking on the Axi display banner on the "Man City Cityzen Portal" website available via https://cityzens.mancity.com/home;
- on the Promotion landing page, tell us in 50 words or less in English "what your most iconic Manchester derby moment is. And why?" ("Promotion Question"); and
- include your full name and email address and submit your entry.

## "Bonus Offer Eligible Entrant"

- 16. The Bonus Offer is a game of skill and chance plays no part in determining the winner.
- 17. Multiple entries are permitted for each Bonus Offer Eligible Entrant and all valid entries will be considered.
- 18. The Promoter, its agents, affiliates or representatives will not be liable for any late or misdirected Entries.
- 19. 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").
- 20. Judging will take place at 15.00 GMT on **10 October 2022** ("**Selection Date**"). Each valid Entry which is not an Invalid 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.
- 21. The best entry as determined by the judges in their absolute discretion will win the Prizes listed in clause 22 below.
- 22. The following prizes will be awarded to Eligible Entrants:
  - 1x Eligible Entrant will win 2x VIP tickets in the Axi booth to a Man City home game.
     The tickets must be redeemed during the 2022-2023 Man City season (valued at £1,000 for 2 tickets) and 1x Man City Authentic player jersey (valued at £150) ("First Prize");
  - 5x Eligible Entrants will win a premium merchandise bag (1 x premium backpack bag, 1x football, 1x Man City and Axi branded jersey and 1x cap and a pair of general admission tickets. Tickets must be redeemed during the 2022-23 Man City season (valued at £150) ("Second Prizes");



(collectively, the "Prizes")

- 23. The First Prize winner and their guest will also receive, subject to the conditions in clause 24 below:
  - a. if the First Prize winner resides in the United Kingdom, reimbursement for a train ticket up to the value of £150,
  - b. if the First Prize winner does not reside in the United Kingdom, reimbursement for a return economy class airfare to Manchester (up to the value of £1,500) from the Promoter and reimbursement of travel expenses up to a value of £150 total for any travel to and from the place of origin airport of the First Prize winner and their home, and any travel to and from Manchester's airport and their hotel, and
  - c. reimbursement of two nights' accommodation at a hotel in Manchester up to the value of £150 per night (where that sum includes breakfast) from the Promoter.

#### 24. The First Prize winner must:

- a. book the appropriate transport as laid out in clause 22(a) and 22(b) above from their closest domestic capital city to Manchester or if a UK resident, closest train station, 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. book accommodation (including for their guest),
- c. arrange transportation to and from the airport at both their place of origin and the airport at Manchester if applicable,
- 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 23 to the reasonable satisfaction of Axi; and
- f. be available for and consent to being in promotional photographs or video during their attendance to Manchester if requested by the Promoter, and sign any further documentation required by the Promoter to give effect to Clause 23.
- 25. All other expenses not expressly referred to in clause 23, 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.
- 26. 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 themself 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 of the First Prize.
- 27. Each Prize (or any part thereof) is not transferable and is not redeemable for cash.
- 28. If a Prize (or any part of a Prize) becomes unavailable for reasons beyond the Promoter's control including the COVID-19 pandemic, the Promoter may substitute a Prize (or the relevant part of a Prize) with a prize of equal or greater value.



- 29. Prize winners ("Prize Winners") will be contacted between 15:00 GMT on 11 October 2022 and 17:00 GMT on 12 October 2022 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.
- 30. The names of Prize Winners will be published at **12:00 GMT** on **17 October 2022** on the Social Media Channels deployed for the Promotion.
- 31. Should a Bonus Offer Eligible Entrant's contact details change during the Promotion Period, it is the Bonus Offer 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.
- 32. The Promoter reserves the right to request verification of Bonus Offer 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.
- 33. Personal information including the Bonus Offer 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").
- 34. By entering this Promotion, Bonus Offer 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.
- 35. All personal information collected will be collected and held in accordance with the United Kingdom's data protection legislation and Axi's privacy policy at www.axi.com.
- 36. This Promotion is only open to Eligible Entrants and Bonus Offer 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.
- 37. A Bonus Offer 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.
- 38. If applicable, a Bonus Offer 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 38.
- 39. By entering this Promotion, Bonus Offer 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 39.



- 40. 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"): a) 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; d) 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.
- 41. You agree, understand and acknowledge that participating in this Promotion is not a recommendation or advice in relation to the suitability of Axi's products for your particular financial circumstances, situation or needs. Before participating in the Promotion, you should make your own assessment about the suitability of trading in Axi's products and consider the applicable Documentation.
- 42. If Axi suspects that you have abused or attempted to abuse this Promotion, or otherwise acted with a lack of good faith towards us, we reserve the right in our sole discretion to deny, withhold or withdraw the trading credit and if necessary, to cancel any terms and conditions with respect to this Promotion and your Account, either temporarily or permanently, or terminate your access to the service and/or block your Account.
- 43. If Axi subsequently discovers that the individual, is in fact, not eligible to participate in the Promotion, Axi may at its discretion reverse the trading credit. No individual shall be entitled to any payment or compensation from Axi, should any trading credit be forfeited or reclaimed.
- 44. Axi 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 or any breakdown or malfunction in any computer system or equipment.
- 45. Initial Minimum Deposit and maximum trading credit threshold values are specified in terms of USD, but will be applied to Accounts in their relevant currencies using the equivalent conversion value of that currency. The conversion will be based upon the spot rate at the time that each deposit is made to the Axi Account.
- 46. Axi reserves the right to modify, change or terminate this Promotion at any time without any prior notice to you and without your consent.
- 47. Failure by the Promoter to enforce any of their rights does not constitute a waiver of those rights.
- 48. The Promotion and these terms and conditions will be governed by the laws of St Vincent and the Grenadines and any disputes will be subject to the exclusive jurisdiction of the courts of St Vincent and the Grenadines.



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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.