

SCM HK Client Referral Promotion 2019

Terms and Conditions



1. Saxo Capital Markets HK Limited ("SCM") is conducting the SCM HK Client Referral Promotion 2019 ("Promotion") commencing **1 October** to **31 December 2019**, both dates inclusive, ("Promotional Period"). By participating in the Promotion, you agree to be bound by the Terms and Conditions of the Promotion and any such variation.
2. An existing client of SCM with an SCM trading account ("Existing Client") who successfully refers a new client ("Referred Client") to SCM during the Promotional Period will be rewarded in accordance with Paragraph 7 below. The Referred Client will also be rewarded in accordance with Paragraph 7 below.
3. Individuals not eligible to participate as an Existing Client in this Promotion:
 - a. Individuals who do not have a trading account with SCM;
 - b. Clients that have been referred or introduced to SCM by an Introducing Broker or a Money Manager;
 - c. Employees of SCM and their immediate family members or SCM's business affiliates;
 - d. Clients who have not fulfilled minimum funding requirements or maintain such balance on the SCM trading account and margin lending account until **31 December 2019**; or
 - e. Clients who have not made at least 3 trades on their SCM trading account OR 3 trades on their margin lending account
4. Individuals who participate as an Existing Client in this Promotion also warrant and undertake that i) their introduction and referral of the Referred Client to SCM was of a general nature, and that ii) they did not and will not discuss with, recommend or otherwise encourage the Referred Client to enter into any specific transactions with SCM.
5. For this Promotion, a referral is considered successful when:
 - a. The Referred Client opens a SCM trading account in his / her own name or jointly with another person that is not an existing or prior client of SCM;
 - b. The Referred Client meets all applicable SCM onboarding requirements, including but not limited to KYC and AML requirements;
 - c. SCM has sole and absolute discretion to approve or reject any application without giving any reason, notice or assuming any liability to any person; and
 - d. The Referred Client funds the SCM trading account (including margin lending account) with the prevailing minimum funding amount or the amounts stated in clause 7 below (to the extent that such amount is not below the prevailing minimum funding amount) within thirty (30) days from account opening and maintain a balance no less than the minimum funding amount on the trading account (including margin lending account) until **31 December 2019** and
 - e. The Referred Client executes at least three (3) trades on SCM trading account OR 3 trades on Margin Lending Account within the Promotional Period.
6. The Referred Client must not be:
 - a. The spouse of the Existing Client;
 - b. An existing client of SCM or any other Saxo entity;
 - c. A prior client of SCM or any other Saxo entity;
 - d. A corporate account whose beneficiary is an existing client or the spouse of an existing client; or
 - e. The beneficiary or the spouse of a beneficiary of an existing corporate account with SCM or any other Saxo entity.
 - f. A sole proprietorship

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7. The Existing Client and Referred Client shall receive the rewards described in Columns B and C respectively based on the Referred Client's funding amount as set out in Column A. The Referred Client may fund the account in tranches in order to fulfil the prevailing minimum funding amount or the funding amounts set out in Column A to the extent that the total amount is funded within thirty (30) days from account opening.

(A)	(B) Reward for Existing Client	(C) Reward for Referred Client
i. Referred Client funds their account with less than HKD 500,000 or USD 60,000	HKD 1,000	HKD300
ii. Referred Client funds their account with HKD 500,000 or USD 60,000 or more	HKD5,000	HKD1,500

8. Upon the successful referral as defined in these Terms and Conditions,
- The Existing Client must notify SCM of the Referred Client's name and Client Account ID to info@saxomarkets.com.hk no later than **31 December 2019**;
 - SCM will credit the Existing Client's and Referred Client's respective SCM trading accounts no later than **31 January 2020** following a successful qualification, subject to no withdrawals made by the Referred Client before **31 January 2020**.
9. An Existing Client may make no more than five (5) referrals during the Promotional Period. Where an Existing Client has exceeded this cap, any subsequent referrals made by the Existing Client will not be rewarded. SCM may amend this cap at its discretion and at any time without notice notwithstanding that such amendment may be to the disadvantage of the Existing Client and the Referred Client.
10. SCM reserves the right, at its sole discretion, to prohibit any Existing Client / Referred Client from participating in any aspect of the Promotion if SCM deems or suspects that such any Existing Client / Referred Client has engaged in or has attempted to engage in any of the following: a) acting in violation of these Promotion Terms and Conditions; b) damaging, tampering with or corrupting the operation of the Promotion; c) activity deemed in the sole discretion of SCM to be generally inconsistent with the intended operation of the Promotion.
11. If any Existing Client / Referred Client is discovered to be ineligible for the Promotion for any reason, SCM is entitled to at any time **(i)** forfeit, withdraw or withhold the Promotion at any time; or where the Promotion has been awarded and/or utilised **(ii)** reclaim the Promotion and/or deduct the utilised portion of the Promotion from the Existing Client's / Referred Client's account. In such an event, no person shall be entitled to any payment or compensation from SCM.
12. Participants of the Promotion may not be eligible to participate in any other ongoing or future promotions by SCM, unless otherwise permitted by SCM.
13. SCM shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Promotion Terms and Conditions or intent of these Promotion Terms and Conditions. SCM decision is final and no correspondence will be entered into.

14. SCM may, at its discretion, vary, amend, delete and / or add on to any of these Terms and Conditions, including, but not limited to, terminating this Promotion at any time without giving any reason or prior notice or assuming any liability to any Existing Client(s) / Referred Client(s), and all Existing Clients / Referred Clients shall be bound by such variations, amendments, deletions and / or additions. SCM shall not be obliged to give any reason or enter into any correspondence with any person on any matter concerning this Promotion.
15. SCM shall not assume any liability for any loss incurred or suffered by any person in connection with the Promotion, howsoever arising, including without limitation, any error in computing trades and trade commissions, and any subsequent changes to commission prices. Trading in financial instruments carries various risks and is not suitable for all investors. It is possible to lose more than your initial investment.
16. In the event of any inconsistency between these Terms and Conditions and any brochure, marketing or promotional material relating to the Promotion, these Terms and Conditions will prevail.
17. These Terms and Conditions should be read in conjunction with the General Business Terms, Product Disclosures, and Risk Warnings available at <https://www.home.saxo/en-hk/legal/general-business-terms/saxo-general-business-terms>.
18. A person who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any of the Terms and Conditions.
19. These Terms and Conditions shall be governed by the laws of Hong Kong and any dispute arising in relation to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Hong Kong.