## Saxo Australia Referral Promotion 2019-2020 Terms and Conditions



- 1. Saxo Capital Markets (Australia) Pty Ltd ("SCM") is conducting the SCM Client Referral Promotion 2019 ("Promotion") commencing 19 December 2019 to 30 June 2020, 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 6 below. The Referred Client will also be rewarded in accordance with Paragraph 6 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 such other persons who have an existing introducing arrangement with SCM;
  - c. Employees of SCM and their immediate family members or SCM's business affiliates;
  - d. Clients who have not fulfilled minimum funding requirements or have a nil or negative balance on their trading account during the Promotional Period; or
  - e. Clients who have not commenced trading on their account.
- 4. 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;
  - d. The Referred Client funds the trading account with the prevailing minimum funding amount, or the amounts stated in clause 6 below (to the extent that such amount is not below the prevailing minimum funding amount) within thirty (30) days from account opening and executes at least three qualifying (3) trades on the trading account within the Promotional Period.
  - e. The Referred Client must not have performed any withdrawal of funds from his/her account before receiving any rewards that they may be entitled to via this Promotion.
- 5. The Referred Client must not be:
  - a. The spouse of the Existing Client;
  - b. An existing client of SCM or any other Saxo entity; or
  - c. A prior client of SCM or any other Saxo entity.
  - d. Residing outside Australia.

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6. 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
e.	Referred client initially funds their account with AUD 3,000 to AUD 50,000	AUD 150	AUD 100
ii.	Referred client initially funds their account with AUD 50,000 to AUD 1,000,000	AUD 300	AUD 200
iii.	Referred client initially funds their account with AUD 1,000,000 or more	AUD 600	AUD 400

<sup>\*</sup>Client account tier based on Saxo's criteria as seen on https://www.home.saxo/en-au/accounts

- 7. Upon the successful referral as defined in these Terms and Conditions,
  - a. The Existing Client must notify SCM of the Referred Client's name and Client Account ID to <a href="mailto:ps@saxomarkets.com.au">ps@saxomarkets.com.au</a>
  - b. SCM will credit the Existing Client's and Referred Client's respective trading accounts at the beginning of the month following a successful qualification, and in any event, no later than 30 business days after the notification by the Existing Client, subject to no withdrawals made by the Referred Client for thirty (30) days from account funding.
- 8. 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 nothwithstanding that such amendment may be to the disadvantage of the Existing Client and the Referred Client.
- 9. 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.
- 10. 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.

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- 11. Participants of the Promotion may not be eligible to participate in any other ongoing or future promotions by SCM, unless otherwise permitted by SCM.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. These Terms and Conditions should be read in conjunction with the General Business Terms, Product Disclosures, and Risk Warnings available at home.saxo/au.
- 17. A person who is not a party to the Terms and Conditions shall have no rights to enforce any of the Terms and Conditions.
- 18. These Terms and Conditions shall be governed by the laws of New South Wales and any dispute arising in relation to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of New South Wales.