

## Terms and Conditions of the City Index “\$200 Trading Credit” promotion

1. You agree that by participating in the City Index “\$200 Trading Credit” promotion (the “Promotion”) that you will be bound by these terms and conditions (“Promotion Terms”) as well as the general terms and conditions (including supplemental terms) that apply to your Account (as defined below) (“Our Terms”). Capitalised terms and expressions used in these Promotion Terms shall have the same meaning as in Our Terms unless specified otherwise.

2. The Promotion is offered by City Index Australia Pty limited (“City Index”, “we” or “us”) which has its office at Level 15 Chifley Tower, 2 Chifley Square Sydney NSW 2000. The Promotion is only applicable to City Index r CFD accounts (“Account(s”).

3. Subject to paragraph 14 below, to be eligible to take part in the Promotion you must:

3.1 be over eighteen (18) years of age;

3.2 have successfully opened an Account with City Index at the beginning of the Promotion Period (or have successfully opened an Account with City Index before the end of the Promotion Period)

Anyone who meets the criteria above shall be deemed a “**Qualifying Applicant**”.

4. For the purposes of these Promotion Terms, “Trading Credit” shall mean the allocation of trading credit on to your account to the value of two hundred Australian Dollars (\$200)

5. The Promotion is strictly limited to one (1) Trading Credit per Qualifying Applicant and shall be allocated against the first Account opened.

6. The “Promotion Period” will run from 00:00 HRS on 1<sup>st</sup> January 2012 until 23:59 HRS on 20th January 2012.

7. In order to receive the Trading Credit, Qualifying Applicants must during the Promotion Period:

7.1 deposit a minimum sum of two hundred and fifty dollars (250.00) into their Account

8. For the purposes of these Promotion Terms, a “Qualifying Trade” shall mean any trade which is entered into at normal “market risk” and which shall exclude any trade(s) entered into with the intent and/or which has the effect of making the trade “risk-free” or less risky than normal “market risk” by any means including, but not limited to, strategies using Other Accounts, “opposing trades”, “arbitrage trades”, “bet-matching trades” or such other similar hedging strategies.

For the purposes of these Promotion Terms any “Other Account” shall mean any other financial account, whether in the name of the Qualifying Applicant or not, and whether or not such account is with City Index or any other third party.

9. Without prejudice to the generality of clause 8 above, City Index shall have the sole discretion to determine your eligibility under these Promotion Terms, including, without limitation, whether or not a trade on your Account is a Qualifying Trade.

10. Subject always to the Requirements having been met, the Trading Credit will be allocated to a Qualifying Applicant's Account within seven (7) Business Days.

11. The Account must be open and not the subject of any dispute or default on the date the Trading Credit falls due to the Qualifying Applicant's Account. The Trading Credit may not be withdrawn from an Account. If there have been no trades placed on the Account within 60 days of the Trading Credit having been allocated, we may withdraw the Trading Credit from the Account. **For the avoidance of doubt this trading credit cannot be removed from the account in cash or by any form of withdrawal.**

## 12. RISK WARNING:

12.1 It is important that Qualifying Applicants are aware that their risks are not limited to the minimum sum deposit and that by making a Qualifying Trade it is possible to lose more than the deposit ("Losses"). In some circumstances such Losses may be considerably more than the initial or minimum deposit.

12.2 Qualifying Applicants should read these Promotion Terms carefully and acquaint themselves with Our Terms and the risk warnings.

12.3 In the event that a Qualifying Applicant's Losses are greater than the Trading Credit, then the Trading Credit will be used to offset any Losses outstanding on your Account.

12.4 Under no circumstances will City Index be liable for any Losses that Qualifying Applicants may incur as a result of trading on their Account(s) using the Trading Credit.

13. In the event that a non-Qualifying Applicant takes part in the Promotion, we reserve, without prejudice to any other rights under these Promotion Terms or Our Terms, to immediately withdraw from the Account or demand the return of the Trading Credit by that person.

14. Employees of City Index or the City Index group of companies, or other producers or suppliers associated with this Promotion, their advertising, printing and publicity agencies, and their immediate family members (i.e. any person residing in the household of the aforementioned people) will not be eligible to participate in the Promotion.

15. We reserve the right at our sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process, the operation of the Promotion, or breaches the Promotion Terms or Our Terms.

16. We may use the information that you provide during the Promotion registration process to provide you with information about our products and services. You must inform us if you do not wish to receive such information by emailing [client-management@cityindex.cm.au](mailto:client-management@cityindex.cm.au).

17. We reserve the right to alter, amend or terminate this Promotion, or any aspect of it, at any time and without prior notice. We may make changes to these Promotion Terms and will notify you of these changes by posting the modified terms on the City Index website. We recommend you revisit these Promotion Terms regularly, and by your continued use of the City Index websites and services you accept any such modified terms.

18. Any dispute or situation not covered by these Promotion Terms will be resolved by our management in a manner it deems to be the fairest to all concerned, and that decision shall be final and/or binding on all entrants. No correspondence will be entered into.

19. If the Promotion cannot be executed as planned, including any problems or technical malfunction beyond our control, we shall incur no liability and the Trading Credit will not be allocated.

20. This Promotion will be governed by the laws of New South Wales

21. If any term of these Promotion Terms is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Promotion Terms and shall in no way affect the legality, validity or enforceability of the remaining terms.

22. If These Promotion Terms are translated into a language other than English, then the English version of the Promotion Terms shall prevail where there is an inconsistency.