

Terms and Conditions of the “Refer A Friend AUD\$250” promotion

1. You agree that by participating in the City Index promotion that you will be bound by these terms and conditions (the “Promotion Terms”) as well as the general terms and conditions (including any supplemental terms) that apply to your Account (as identified above) (“Our Terms”). Capitalised terms and expressions used in these Promotion Terms shall have the same meaning as in Our Terms unless specified otherwise in the Promotion.
2. The Promotion is offered by City Index (“City Index”; “we”, “our” or “us”), City Index is a trading name of GAIN Capital Australia Pty Ltd a company incorporated under the laws of Australia, and having its registered office at 100 Harris street, Pyrmont, NSW 2009.
3. Subject to paragraph 15 below, to be eligible to take part in the Promotion you must:
 - a. be over eighteen (18) years of age;
 - b. have an open and funded account with City Index (the “**Account**”) or have a valid Account before you can refer a friend;Anyone who meets all of the criteria above shall be deemed a “**Qualifying Client**”.
4. The “**Referred Friend**” must be an individual over eighteen (18) years of age; and a new user to City Index (does not hold a City Index Account). The Qualifying Client must have a relationship (Business/personal) with the Referred Friend.

The Qualifying Client must believe that the referred friend would like to be contacted by City Index with regards to CFD/FX trading. By providing us with the email address of the referred friend, the Qualifying Client is requesting and authorising City Index to contact the referred friend via email or/and phone. The Referred Friend must fund the account with minimum initial amount of AUD\$1,000 and complete the trading requirement.
5. **Qualifying clients** and **Referred Friends** who meet the Requirement specified in paragraph 7 of these Promotion Terms will both be credited with AUD\$250 (“**Deposit Bonus**”).
6. The “**Promotion period**” has no end date until City Index decides to close the offer.
7. For the purpose of these Promotion Terms:

“**Business Day**” means any day except a Saturday or Sunday on which banks are open for business in Australia.

“**The Promotion**” shall mean the allocation by us of trading credit to a Qualifying Client’s Account and their Referred Friend equal to the value of AUD\$250 which shall be added to the Qualifying Client and their Referred Friend’s tradable funds.

“**Equity CFD Trades**” means a minimum of 5 open trades relating to CFD equities (excluding US shares) on the Qualifying Client’s Account to a total nominal value of AUD \$500,000 on the City Index platform and the Qualifying Client’s Account must have a minimum of AUD\$1,000 deposit.

“**Other CFD Trades**” means a minimum of 5 open trade on the Qualifying Client’s Account on FX, Indices, Bonds, Commodities, Metals, Interest rates or Options to a minimum notional value of AUD \$2,000,000 available on the City Index Platform and the Qualifying Client’s Account must have a minimum of AUD\$1,000 deposit.

“**Trading Requirement**” means either an Equity CFD Trade or Other CFD Trades.

“**Trading Requirement**” means the specific number of CFD Trades and notional value required, as calculated in accordance with paragraph 9 of these Promotion Terms.
- “**Referred Friend**” is a potential client recommended by the “Qualifying Client” and meets all the criteria in paragraph 4.
7. A Qualifying Client can invite up to 5 friends and the promotion is available to self-directed trading account holders only. Managed accounts and accounts referred by an Introducing Broker are not eligible to participate in the Promotion.
8. The **Qualifying Client** and **Referred Friend** will receive the **Referral Bonus** into their Account within the first 3 weeks of the following calendar month after the requirements in paragraph 9 have been met.

9. The requirements for the Referral Bonus are calculated as follows:

9.1 **Qualifying Client:** Provided City Index details of the Referred Friend as required, via online form sent by City Index. The Referred Client meets all of the criteria in paragraph 4 - has opened and funded an Account with City Index and executed the minimum trades and notional value required as detailed in 9.2

9.2 **Referred Friend:** opened and funded a City Index Account with a minimum of AUD \$1,000 and met the following Trading Requirements: Made 5 equity CFD Trades (excluding US shares) to a notional value of AUD \$500,000; OR made at least 5 trades of FX, Indices, metals, bonds, interest rates, options or commodities CFD trades to a notional value of AUD \$2,000,000.

10. The Trading Requirement must be completed by the **Referred Friend** within 90 days from the date their account was opened. There are no partial pay-outs, if the Trading Requirement has not been fully met, the **Referred Friend** and **Qualifying Client** will forfeit any Referral Bonuses.

11. The Account must be open and not the subject of any dispute with us or default on the date the **Referral Bonus** becomes payable to the **Qualifying Client's** Account.

12. Without prejudice to the generality of these Promotion Terms, we shall have the sole discretion to determine your eligibility under these Promotion Terms, including, without limitation, whether or not you are a **Qualifying Client** or whether or not the **Referred Friend** has met the Trading Requirement. We reserve the right not to accept an applicant from a **Qualifying Client** for any reason or without reason as we shall determine in our sole discretion.

13. Under no circumstances will we be liable for any losses that a **Qualifying Client** or **Referred Friend** may incur as a result of trading on their Account(s). The Promotion is not intended to change a client's risk preferences or investment strategies and we accept no responsibility for the same.

14. **Qualifying Clients** and **Referred Friends** should read these Promotion Terms carefully, as well as Our Terms and the risk warnings. Under no circumstances will we be liable for any losses that clients may incur as a result of trading on their Account(s) using the **Referral Bonus**.

15. Our employees, 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.

16. In the event that a person takes part in the Promotion who does not meet the qualifying criteria set out here, we reserve the right, without prejudice to any other rights under these Promotion Terms or Our Terms, to immediately remove the Referral Bonus from the applicable Account. In addition, 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. City Index reserves the right to exclude **Qualifying Client** or **Referred Friend** from this scheme if we believe that the participants have tried to benefit from this promotion not in good faith, to simply take advantage of the offer.

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 our Website www.cityindex.com.au We recommend you revisit these Promotion Terms regularly, and by your continued use of our 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 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.

19. 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.

20. This Promotion will be governed by the laws of New South Wales, Australia, and the federal courts of Australia and the courts of the state of New South Wales shall have exclusive jurisdiction over any matter or dispute arising from this Promotion.