

## Terms and Conditions of the “AUD\$100” Christmas promotion

1. You agree that by participating in the City Index promotion (the “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 Level 1, 62 Pitt Street, Sydney NSW 2000.
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 received a personal email or phone invitation from City Index inviting you to participate in the AUD\$100 promotion;
  - c. be resident in Australia;
  - d. have a valid City Index account with us before the end of the Promotion Period (as defined in paragraph 5 below); (an “Account”);
  - e. meet the Trading Requirement (as defined in paragraph 6 below) in full during the Promotion Period.Anyone who meets all of the criteria above shall be deemed a “Qualifying Client”.
4. A Qualifying Client who meets the Trading Requirement in full during the Promotion Period will be credited with trading credit in the amount of AUD\$100 into his/her Qualifying Client’s Account (the “Deposit Bonus”).
5. The “Promotion Period” commences on Thursday 1 December 2016 and ends on Friday 30 December 2016. All dates are inclusive.
6. 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 equal to the value of AUD\$100 which shall be added to the Qualifying Client’s tradable funds.

“FX Trades” means open trades on the Qualifying Client’s Account with a total quantity of 100,000 units or more on any of the FX markets available on the City Index Meta or Advantage platforms.

“CFD Trade” means a minimum of one open trade on the Qualifying Client’s Account on any CFD product available on the City Index Platform except FX markets.

“Trading Requirement” means either an FX Trade or a CFD Trade.
7. This Promotion is strictly limited to one (1) Deposit Bonus per Qualifying Client and it is available to self-directed Qualifying Clients only. Managed accounts and accounts referred by an Introducing Broker are not eligible to participate in the Promotion.
8. The Deposit Bonus will be allocated to the Qualifying Client’s Account within [three weeks] of the end of the Promotion Period.
9. Subject to these Promotion Terms, once the Deposit Bonus has been applied to a Qualifying Client’s Account, it may be retained, converted into cash balance and withdrawn and/or transferred at the Qualifying Client’s discretion.
10. The Qualifying Client must meet the Trading Requirement in full by the last Business Day of the Promotion Period. There will be no partial payouts. If the Trading Requirement has not been fully met within the Promotion Period, the Qualifying Client will forfeit the right to participate in the Promotion and to receive a Deposit Bonus.
11. The Account must be open and not the subject of any dispute with us or default on the date the Deposit 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 you have met the Trading Requirement. We reserve the right not to accept an applicant as a Qualifying Client for any reason or without reason as we shall determine in our sole discretion.
13. Qualifying Clients should read these Promotion Terms carefully, as well as Our Terms and the risk warnings contained therein. Under no circumstances will we be liable for any losses that a Qualifying Client may incur as a result of trading on their Account(s) using the Deposit Bonus.
14. The Promotion is not intended to change a Qualifying Client's risk preferences or investment strategies and we accept no responsibility for the same.
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, or who ceases to, meet the qualifying criteria set out in these Promotion Terms, we reserve the right, without prejudice to any other rights under these Promotion Terms or Our Terms, to immediately remove an amount equal to the Deposit 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 or the operation of the Promotion, or who breaches the Promotion Terms or Our Terms.
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](http://www.cityindex.com.au)) and our broker partners' websites (if applicable). 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 binding on all entrants. No correspondence will be entered into.
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. 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.
21. 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.