

Terms and Conditions of the Chinese New Year “TIERED” promotion

1. You agree that by participating in the City Index Chinese New Year TIERED promotion (“Promotion”) you will be bound by these terms and conditions (“Promotion Terms”) as well as the general terms and conditions (including any 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 (“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 address 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. not have an existing open funded account with City Index immediately prior to the start of the Promotion Period: and
- c. fund a new or dormant City Index trading account (“Account”) with an initial deposit of at least AUD \$1,000 (for the Tier 1 Deposit Bonus (as defined below)) or at least AUD \$7,500 (for the Tier 2 Deposit Bonus (as defined below)) during the Promotion Period (as defined below).

Anyone who meets all of the criteria above shall be deemed a “Qualifying Client”.

4. A Qualifying Client who meets either the Tier 1 Trading Requirement or the Tier 2 Trading Requirement (as defined below) in full during the Promotion Period will be credited with trading credit in the amount of either the Tier 1 Deposit Bonus or Tier 2 Deposit Bonus, as applicable, into his/her Account.

5. The “Promotion Period” commences on Monday 3 December 2018 and ends on Monday 31 January 2019. We may extend, reduce or cancel the Promotion Period at our sole discretion and without notice. All dates are inclusive.

6. For the purpose of these Promotion Terms:

“Deposit Bonus” means either the Tier 1 Deposit Bonus or the Tier 2 Deposit Bonus;

“Tier 1 Deposit Bonus” means AUD\$188 of trading credit;”

“Tier 1 CFD Trade” means at least 5 open trades of either equity, cryptocurrency, indices, commodities, metals, bonds, interest rates or options CFDs on the Qualifying Client’s Account with a minimum total notional value of \$400,000 USD;

“Tier 1 FX Trade” means at least 5 open trades of retail FX (excludes DMA FX) on the Qualifying Client’s Account with a minimum total notional value of \$2,000,000 USD;

“Tier 1 Trading Requirement” means the placing of a Tier 1 CFD Trade and/or a Tier 1 FX Trade;

“Tier 2 Deposit Bonus” means AUD\$888 trading credit;

“Tier 2 CFD Trade” means at least 5 open trades of either equity, cryptocurrency, indices, commodities, metals, bonds, interest rates or options CFDs, on the Qualifying Client’s Account with a minimum total notional value of \$2,000,000 USD;

“Tier 2 FX Trade” means at least 5 open trades of retail FX (excludes DMA FX) on the Qualifying Client’s Account with a minimum total notional value of \$19,000,000 USD;

“Tier 2 Trading Requirement” means the placing of a Tier 2 CFD Trade and/or a Tier 2 FX Trade;

“Trading Requirement” means either the Tier 1 Trading Requirement or the Tier 2 Trading Requirement.

7. Subject to paragraph 8 below, the 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. Following satisfaction of the Tier 1 Trading Requirement, the Tier 1 Deposit Bonus will be allocated to the Qualifying Client’s Account. Following satisfaction of the Tier 2 Trading Requirement, the Tier 2 Deposit Bonus will be allocated to the Qualifying Client’s Account. Payment of the relevant Deposit Bonus will be made: one week after the end of the calendar month of the Promotional Period in which the relevant Trading Requirement is met. For the avoidance of doubt, if a Qualifying Client meets both the Tier 1 Trading Requirement and the Tier 2 Trading Requirement in one calendar month, only the Tier 2 Deposit Bonus will be payable. If a Qualifying Client meets both the Tier 1 Trading Requirement and the Tier 2 Trading Requirement in two different calendar months, then the Qualifying Client will be entitled to receive the Tier 1 Deposit Bonus and an amount equal to the difference between the Tier 1 Deposit Bonus and the Tier 2 Deposit Bonus. For example if a Qualifying Client deposits \$7,500 into their Account and meets the Tier 1 Trading Requirement in month 1, they will receive the Tier 1 Deposit Bonus in the week after the end of month 1. If the same Qualifying Client meets the Tier 2 Trading Requirement in month 2, they will receive the balance of the bonus- \$700 at the end of month 2. No Qualifying Client is eligible to receive both a Tier 1 and a Tier 2 Deposit Bonus in full.

9. Subject to these Promotion Terms, once the relevant Deposit Bonus has been applied to the Qualifying Client’s Account, it may be retained, converted into cash balance and withdrawn and/or transferred at the Qualifying Client’s discretion. This promotion cannot be used in conjunction with any other offer.

10. The Qualifying Client must meet the Trading Requirement in full prior to the end 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 be the subject of any dispute with us or default on the date the Deposit Bonus becomes payable in accordance with these Promotion Terms. Failure to comply with this paragraph 11 shall result in a loss of your entitlement (if any) to a Deposit Bonus under the Promotion.

12. Notwithstanding any other provision 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 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 or otherwise.

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). 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.