

Australia “Become a PRO” Promotion

1. You agree that by participating in the City Index professional client switcher promotion (the “**Promotion**”) 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 Terms.

2. The Promotion is offered by City Index (“**City Index**”, “**we**”, “**our**” or “**us**”) in accordance with these Promotion Terms. 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(ACN 141 774 727, AFSL 345646.

3. Subject to paragraph 19 below, to be eligible to participate in the Promotion, you must:

- a) be over eighteen (18) years of age;
- b) hold or open an active City Index Australia trading account during the Promotion Period;
- c) be approved by City Index as a wholesale client having a Professional Account (as defined in chapter 7 of the Corporations Act (Cth) 2001) during the Promotion Period; and
- d) opt in to this Promotion via the claim link in an email sent to you when you are approved in accordance with paragraph 3c) above.

Any client who satisfies all of the criteria above shall be deemed a “**Qualifying Client**”.

4. The “Promotion Period” commences on 13th December 2019 and continues for an indefinite period, to be determined by us. You must meet the conditions set out in paragraph 3 above during the Promotion Period to be eligible to participate in the Promotion.

5. A Qualifying Client who meets the criteria set out in paragraph 3 above during the Promotion Period will be eligible to receive trading credit up to the value of AUD\$10,000 (the “**Bonus**”) in accordance with these Promotion Terms.

6. AUD\$2,000 of the Bonus will be allocated to a Qualifying Client’s Account when such client deposits at least AUD\$5,000 in his/her Account during the Promotion Period. The balance of the Bonus (up to AUD\$8,000) shall be calculated in accordance with these Terms and allocated to the Qualifying Client’s Account when the Trading Requirement (as defined below) is met.

7. The first part of the Bonus (AUD\$2,000) shall remain as trading credit and shall not be converted to cash or withdrawn until the Trading Requirement is met. Subject to the Trading Requirement having been met in accordance with these Terms and the balance of the Bonus having been allocated to the Qualifying Client’s Account, the entire Bonus will then be available to be converted to cash or withdrawn. This part of the Bonus will be credited within three (3) business days of the Trading Requirement is met.

8. We will credit the relevant portion of the Bonus to a Qualifying Client’s Account within three business days of a Qualifying Client meeting the relevant requirement set out in paragraph 6 above.

9. If a Qualifying Client does not meet the Trading Requirement during the Promotion Period, the AUD\$2,000 trading credit shall be removed from the Account.

10. If, at the time the Trading Requirement is met, the Qualifying Client’s Account has a negative balance, the amount of the Bonus payable shall be reduced by the amount of the negative balance. By way of example only, if, at the time the Trading Requirement is met, the Qualifying Client’s Account has a negative balance of AUD\$4,000, the Qualifying Client will be entitled to receive a further AUD\$6,000 in total by way of Bonus.

11. For the purposes of these Promotion Terms:

“**Equity CFD Trades**” means open trades relating to CFD equities on the Qualifying Client’s Account to a total nominal value of USD \$8,000,000 on the City Index platform;

“**Other CFD Trades**” means open trades on the Qualifying Client’s Account on FX, indices, bonds, commodities, metals, interest rates or options to a minimum notional value of USD \$75,000,000 available on the City Index Platform; and

“Trading Requirement” means a minimum of 20 Equity CFD Trades or 20 Other CFD Trades.

12. The Promotion is strictly limited to one (1) 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.

13. This Promotion shall not be applicable in conjunction with any other offer or Promotion offered by us. Qualifying Clients shall not be entitled to participate in any other Promotion during the Promotion Period.

14. Following satisfaction of the Trading Requirement and the allocation of the Bonus in full, the Bonus shall be converted into trading credit. Neither the Bonus nor any part of it shall be converted into cash or withdrawn from the Qualifying Client's Account at any time.

15. The Account must be open and not the subject of any dispute with us or in default on the date the Bonus or any part of it becomes payable in accordance with these Promotion Terms. Failure to comply with these Promotion Terms and this paragraph 6 in particular shall result in a loss of your entitlement (if any) to a Bonus (or any part thereof) pursuant to this Promotion.

16. 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 Bonus (or any part thereof) or otherwise. This Promotion is not intended to change any client's risk preferences or investment strategies and we accept no responsibility for the same.

17. 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. We have the right not to accept a Qualifying Client for any reason or without reason as we shall determine in our sole discretion.

18. 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.

19. In the event that a person takes part in this promotion who does not 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 the Promotion from the applicable Account, including, without limitation, removing any credit applied to the 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.

20. 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 by posting the modified terms on our website. We recommend you revisit these Promotion Terms regularly, and by your continued use of our services you accept any such modified terms.

21. 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.

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.

23. A currency conversion (determined by GAIN Capital Australia Pty Ltd.) will be applied to all accounts not trading in an AUD base currency.

24. 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.

25. 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.