

## FOREX.com MetaTrader 5 Demo Account Trading Competition Terms & Conditions

The following terms and conditions shall apply to the FOREX.com **MetaTrader 5 Demo Account Trading Competition** (the “**Competition**”) offered to new and/or existing account holders of **GAIN Capital – FOREX.com Canada Limited** (“**FOREX.com**”, “**we**”, “**our**”, or “**us**”) at FOREX.com’s sole discretion. FOREX.com is a brand name of **GAIN Capital – FOREX.com Canada Limited**, a wholly-owned subsidiary of StoneX Group Inc.

You agree that by participating in the Competition, you will be bound by these terms and conditions (the “**Competition Terms**”) as well as the FOREX.com Customer Agreement (including any supplemental terms) that apply to your account (“**Our Terms**”). Capitalized terms and expressions used in these Competition Terms shall have the same meaning as in Our Terms unless specified otherwise in the Competition Terms. In case of disputes, the interpretations, and decisions of FOREX.com shall be final and binding on all participants.

### 1. Eligibility and Competition Period

- 1.1 This Competition is only available to clients that sign-up through <https://competition-ca.forex.com/>
- 1.2 FOREX.com customers who were introduced by an introducing broker or a third party affiliate are not eligible for this Competition.
- 1.3 Employees of FOREX.com (or any other company within the StoneX group of companies, as determined by FOREX.com in its absolute discretion) and their immediate family members shall not be eligible to participate in the Competition. In addition, employees of any partners and agencies (including, without limitation, any external auditor(s) and advertising agencies) who are directly involved in the organization or conduct of the Competition as determined by FOREX.com, shall not be eligible to participate in the Competition. This Competition is also not open to employees of any other company engaged in direct competition with FOREX.com.
- 1.4 The Competition is limited to one account per person and no multiple entries will be permitted. Multiple accounts from the same household may be barred from the Competition.
- 1.5 Joint accounts or accounts which have a Limited Power of Attorney in force will not be eligible for the Competition.
- 1.6 Only natural persons with full legal capacity, over nineteen (19) years of age, are eligible for this Competition.
- 1.7 To qualify for the Competition, eligible clients will need to
  - a) Receive an invitation to participate in the Competition.
    - FOREX.com may invite customers to participate in the Competition by doing any of the following: (i) posting the Competition on its website(s); (ii) advertising the Competition in a banner ad or other type of advertisement; or (iii) emailing the invitation directly to new or existing customers;
  - b) You must register for the Competition on the following site: <https://competition-ca.forex.com/>
  - c) The Competition will have a start date/time and an end date/time (together the “Competition Period”), which will be listed in the ‘Rules’ pop-up, which is accessible by clicking ‘Rules’ on the respective competition listed on <https://competition-ca.forex.com/>.
  - d) You must register for the Competition by completion of the contest.
  - e) You must be a resident of Canada.
  - f) Anyone who meets the criteria above shall be deemed a “**Qualifying Participant**”. Qualifying Participants should read these Competition Terms carefully and acquaint themselves with Our Terms.
- 1.8 The Competition is subject to a fair use policy and consequently FOREX.com has the right to withhold the Competition if it has reasonable belief that there has been co-operation, collusion or organization of trades from the same source, or if it has reasonable belief that the Competition is being abused in any way.

### 2. Requirements and Prizes

- 2.1 You must register for the Competition on the following site: <https://competition-ca.forex.com/> by the completion of the contest.
- 2.2 Entries received after the deadline will not be eligible.
- 2.3 Qualifying Participants are eligible for the following prizes:

<u>Place</u>	<u>Prize</u>
--------------	--------------

1 <sup>st</sup>	\$1,500
2 <sup>nd</sup>	\$1,000
3 <sup>rd</sup>	\$500

- 2.4 The winners will be announced within five (5) business days of the end of the Competition Period.
- 2.5 Prizes will be redeemed in the form of a credit to the Qualifying Participant's MetaTrader 5 live account with FOREX.com. Only customers that can successfully open a live MetaTrader 5 account are eligible to redeem prizes.
- 2.6 Prizes will be credited to Qualifying Participant's accounts within 10 business days of the completion of the Competition Period.
- 2.7 Prizes credited to live accounts are immediately eligible to be withdrawn.
- 2.8 No alternative prizes or substitutions are available. This offer is non-transferable.
- 2.9 No purchase necessary to enter or win. Void where prohibited.

### 3. Competition Rules

- 3.1 At the end of the Competition Period, the three (3) Qualifying Participants with the highest net profit, will be eligible to receive a prize.
- 3.2 If a Qualifying Participant's position is liquidated for insufficient margin at anytime during the Competition Period, they will be disqualified from the Competition.
- 3.3 Each competition may be subject to trading rules which will be listed in the 'Rules' pop-up, which is accessible by clicking 'Rules' on the respective competition listed on <https://competition-ca.forex.com/>. Examples of trading rules that may apply are (not an exhaustive list):
  - a) Daily drawdown limit
  - b) Must place a stop loss
  - c) Asset class mandates and/or restrictions
  - d) Maximum / minimum open lots
  - e) Trade value size
  - f) Number of trades
- 3.4 If any rules are not adhered to, a Qualifying Participant will be disqualified from the Competition

### 4. General

- 4.1 This Competition must only be used for personal and non-commercial purposes.
- 4.2 FOREX.com is partnering with FPFX Technologies, LLC ("FPFX Technologies") to facilitate the Competition. By entering the Competition, Qualifying Participants consent to FOREX.com sharing their information, including name and contact details, with FPFX Technologies.
- 4.3 FPFX Technologies will contact participants via email on behalf of FOREX.com with information regarding the competition and ranking results
- 4.4 If FOREX.com at any point discovers that a Qualifying Participant is in fact not eligible to participate in the Competition, FOREX.com may at its discretion reverse the prize. No person shall be entitled to any payment or compensation from FOREX.com should any prize be forfeited or reversed.
- 4.5 FOREX.com shall not be liable to any account holder or any other persons for any loss, taxes or damage arising in connection with the Competition, including without limitation, any error, technical malfunction of the Internet or FOREX.com's trading platform, or any breakdown or malfunctions in any computer system, mobile application, downloadable software, or equipment including that of FOREX.com or of a Qualifying Participant.
- 4.6 The decision of FOREX.com on all matters relating to the Competition shall be final and binding on all participants and any other persons, including, without limitation, any decision to cancel or suspend the Competition.
- 4.7 FOREX.com reserves the right to cancel, revoke, or withdraw the Competition at any time in case of any suspected abuse of the Competition by a participant.
- 4.8 FOREX.com may at any time at its sole and absolute discretion, without notice or assigning any reason therefore, terminate this Competition or delete, vary, supplement, amend, restrict, withdraw, or modify any one or more of these Competition Terms in such manner as FOREX.com shall see fit, including without limitation, the eligibility of any client, the bases and methods of identification of Qualifying Participants, and any dates in connection with the Competition and the Competition period. Modifications and/or exceptions to these Competition Terms are at FOREX.com's sole discretion, and

its decision is final. FOREX.com is the sole arbiter of these Competition Terms and any other issue arising under this Competition.

- 4.9 Participants are deemed to have accepted and agreed to be bound by these terms and conditions upon entry.
- 4.10 FOREX.com shall not, to the extent permitted by law, be liable for any claims, costs, expenses, loss or damage suffered by any person as a result of this Competition and its Terms.
- 4.11 Any dispute or situation not covered by these Competition Terms will be resolved by FOREX.com's management in a manner it deems to be the fairest to all concerned, and that decision shall be final and/or binding on all parties.
- 4.12 This Competition will be governed by the laws of the jurisdiction of the FOREX.com entity with which the Qualifying Participant's Account was opened in accordance with Our Terms.
- 4.13 If any term of these Competition Terms is found to be illegal, invalid, or unenforceable under any applicable law, such term shall be deemed omitted.
- 4.14 If these Terms are translated into a language other than English, then the English version of the Terms shall prevail where there is an inconsistency.
- 4.15 Each Qualifying Participant who successfully takes part in this Competition is responsible for any and all taxes payable (if any) as a result of the prize and therefore all Qualifying Participants should consult their tax advisers concerning the reporting of the prize.

*Risk Warning: Leveraged trading in foreign currency contracts or other off-exchange products on margin carries a high level of risk and may not be suitable for everyone. We advise you to carefully consider whether trading is appropriate for you in light of your personal circumstances. You may lose more than you invest. Information on the FOREX.com website is general in nature. We recommend that you seek independent financial advice and ensure you fully understand the risks involved before trading. Trading through an online platform carries additional risks.*