# FXCM AUSTRALIA PROMOTION
# TERMS AND CONDITIONS
# 福汇澳洲推广活动
# 条款及条件

## 1. THE PROMOTION
## 推广活动

FXCM Australia Pty. Limited ("**FXCM**") offers the Promotion defined hereunder to new and existing clients of FXCM who are resident in Mainland China, Taiwan and Macao ("**You**" or "**Your**").
FXCM Australia Pty. Limited（**"福汇"，"福汇澳洲"**）向为中国大陆、台湾及澳门居民的福汇新客户和现有客户（**"阁下"**或**"阁下的"**）提供如下文定义的推广活动。

Subject to these terms and conditions, You may be entitled to a reward up to 300 CCY ("**CCY**" refers to the currency that Your account is denominated in) (the "**Promotion**").
根据此条款及条件，阁下可能符合资格获享一笔最多为 300 个客户账户货币单位的奖金（**"客户账户货币单位"**指阁下账户结算货币单位）（**"推广活动"**）。

## 2. BINDING AGREEMENT
## 约束性协议

You agree that by participating in the Promotion You will be bound by these terms and conditions and FXCM's Terms of Business (including any schedules, annexes, exhibits, amendments and/or side agreements, if any) that apply to Your account and always subject to any applicable laws (together the "**Promotion Terms**"). In the event of any conflicts or inconsistency between FXCM's Terms of Business and these Terms and Conditions, FXCM's Terms of Business shall prevail.
阁下同意，通过参加本推广活动，阁下将受到此条款及条件和适用于阁下账户的福汇业务条款（包括任何附表、附录、附件、修订及/或附加协议，如有）所约束，且阁下始终受到适用法律的约束（统称为**"推广活动条款"**）。若福汇业务条款与此条款及条件出现任何矛盾或不一致之处，概以福汇业务条款为准。

## 3. HOW TO PARTICIPATE

**如何参与**

To be eligible to participate in the Promotion You must:
为符合资格参加本推广活动，阁下必须：

(a) be a natural person;
是一个自然人；

(b) be over eighteen years of age or over the age of maturity in Your jurisdiction;
年满十八周岁以上或达到阁下所属司法管辖区的成年岁数以上；

(c) be a resident of Mainland China, Taiwan or Macao;
是中国大陆、台湾或澳门的居民；

(d) have an already existing individual or joint trading account with FXCM or open an individual or joint trading account with FXCM, such account always being subject to FXCM's Terms of Business, and which must be open and not subject to any dispute or default during the Promotion Period defined below ("**Qualifying Account**");
已持有一个福汇个人/联名交易账户或开设一个福汇个人/联名交易账户，此类账户始终受福汇业务条款约束，且必须在如下文定义的推广活动期间维持开设，及并无产生任何纠纷或违约事件(**"合资格账户"**)；

(e) fund the account with a minimum deposit of 500 CCY;
在账户存入最低 500 个客户账户货币单位的资金；

(f) after funding Your account, You must meet the trading volume requirement (explained below), during the Promotion Period (defined below) to be eligible for the respective reward; and
在您的账户存入资金之后，阁下必须在推广活动期间（定义如下文）满足交易量要求（说明如下文）方具备领取相应奖金的资格；及

(g) agree and comply with these Promotion Terms.
同意并遵守此推广活动条款。

(Collectively, the "**Eligibility Requirements**").
（统称为**"合格要求"**）

For the avoidance of doubt, if You do not comply with the Eligibility Requirements, You will not be entitled to participate in this Promotion.
为避免疑惑，若阁下未能遵从此合格要求，您将无法参与此次推广活动。

## 4. PROMOTION PERIOD
**推广活动期间**

This Promotion starts on 18 March 2019 at 00:01 A.M. (GMT+8) and ends on 30 June 2019 at 11:59pm (GMT+8) ("**The Promotion Period**").
该推广活动于 2019 年 3 月 18 日凌晨 12 点 01 分（GMT+8）开始，于 2019 年 6 月 30 日晚上 11 点 59 分（GMT+8）结束。（**"推广活动期间"**）

## 5. TRADING VOLUME REQUIREMENT
**交易量要求**

After funding Your account with the minimum deposit of 500 CCY, You must also meet the trading volume requirement set out below, during the Promotion Period, to be eligible to receive the reward. The reward shall be structured as follows:
在阁下账户入金最低 500 个客户账户货币单位之后，阁下必须在推广活动期间满足以下交易量要求方具备领取奖金的资格，奖金架构如下：

| Minimum deposit amount | Required Round-turn Notional FX/CFDs Trading Volume (or its equivalent)* | Rewards |
|---|---|---|
| **500 CCY** | 500K FX/ Equivalent amount of CFDs (500 contracts of Index CFD or 250 contracts of commodity/cryptocurrency CFD) | 50 CCY |
| **500 CCY** | 1000K FX/ Equivalent amount of CFDs (1000 contracts of Index CFD or 500 contracts of commodity/cryptocurrency CFD) | 100 CCY |
| **500 CCY** | 2000K FX/ Equivalent amount of CFDs (2000 contracts of Index CFD or 1000 contracts of commodity/cryptocurrency CFD) | 200 CCY |
| **500 CCY** | 3000K FX/ Equivalent amount of CFDs (3000 contracts of Index CFD or 1500 contracts of commodity/cryptocurrency CFD) | 300 CCY |

| 最低入金金额 | 外汇 / 差价合约名义来回交易量要求（或同等交易量）* | 奖金 |
|---|---|---|
| **500** 个客户账户货币单位 | 500K 外汇或同等交易量的差价合约 (500 张指数差价合约或 250 张大宗商品/加密货币差价合约) | 50 个客户账户货币单位 |
| **500** 个客户账户货币单位 | 1000K 外汇或同等交易量的差价合约 (1000 张指数差价合约或 500 张大宗商品/加密货币差价合约) | 100 个客户账户货币单位 |
| **500** 个客户账户货币单位 | 2000K 外汇或同等交易量的差价合约 (2000 张指数差价合约或 1000 张大宗商品/加密货币差价合约) | 200 个客户账户货币单位 |
| **500** 个客户账户货币单位 | 3000K 外汇或同等交易量的差价合约 (3000 张指数差价合约或 1500 张大宗商品/加密货币差价合约) | 300 个客户账户货币单位 |

***Silver and JPN225 are excluded from this Promotion.**
***白银以及日经 225 指数差价合约的交易量不包括在此次推广活动内。**

***Your trading volume can include both Forex and CFDs, 100K size of FX is equal to 100 contracts of Indices CFD or 50 contracts of Commodities/Cryptocurrency CFD.**
***阁下的交易量可同时包括外汇交易及差价合约交易。100K 外汇交易量相当于 100 张指数差价合约或 50 张大宗商品或加密货币差价合约交易量。**

## 6. RECEIVING THE REWARD

**获取奖金**

6.1 To receive the reward, You must send a request from Your FXCM registered email to adminasia@fxcm.com and state "**FXCM 20 year anniversary promotion**" in the email subject. You must also state in the email: 1) Your account number to be credited; 2) the account holders name; 3) the deposit amount and trading volume made in aforementioned account; 4) the reward you are eligible for; and 5) the Promotional code: "FXCM20". All requests to claim rewards must be received via email within 14 days after the end of the Promotion Period.

DO NOT aggregate the total trading volumes and deposits across multiple accounts.

要获取奖金，阁下必须使用于福汇登记的邮箱向 adminasia@fxcm.com 发送申请，并在邮件标题标明"**福汇 20 周年感谢赏**"。阁下在邮件中必须注明：1）阁下申请存入奖金的账户号码；2）该账户持有人姓名；3）该账户入金金额及交易量；4）符合资格领取的奖金额度；及 5）推广活动码："FXCM20"。所有申领奖赏的电邮必须在推广活动结束后 14 天内发送至福汇。

**请勿**累计多个账户总交易量及入金金额。

6.2 Subject to FXCM's rights under these Promotion Terms and upon review and confirmation that the account satisfies the Eligibility Requirements, FXCM shall credit Your Qualifying Account with the reward within 14 business days.

受福汇推广活动条款之权利约束，在覆核并确认该账户满足合格要求后，福汇将于 14 个工作日内将奖金存入阁下合资格账户。

6.3 If You have multiple trading accounts with FXCM, you can only claim reward under this Promotion for a maximum of one (1) accounts.
若阁下有多个福汇交易账户，您最多只可为一（1）个账户申领本次活动的奖项。

6.4 FXCM shall have sole and absolute discretion in determining whether the Promotion can be awarded to You.
福汇对于阁下是否符合资格参加本推广活动拥有全权绝对酌情决定权。

## 7. BULLION - TOP FIVE TRADING VOLUMES
**黄金 - 交易量前五的客户**

7.1 In addition to the reward set out in section 5 above, the top five clients with the highest trading volumes at the end of the Promotion Period (such winners to be decided by FXCM in its sole and absolute discretion), will receive the following:
除上述第五条规定的奖金外，在推广活动结束时，交易量前五的客户(福汇拥有绝对酌情权全权决定获奖者)还可获得以下奖励:

| Top 5 Trading Volumes | Bullion |
|---|---|
| First highest trading volume | bullion worth CNY 6888* |
| Second highest trading volume | bullion worth CNY 3888* |
| Third highest trading volume | bullion worth CNY 3888* |
| Fourth highest trading volume | bullion worth CNY 1888* |
| Fifth highest trading volume | bullion worth CNY 1888* |

| 交易量前五的客户 | 黄金 |
|---|---|
| 最高交易量的客户 | 价值人民币 6888*纯金制金元宝 1 锭 |
| 交易量第二的客户 | 价值人民币 3888*纯金制金元宝 1 锭 |
| 交易量第三的客户 | 价值人民币 3888*纯金制金元宝 1 锭 |
| 交易量第四的客户 | 价值人民币 1888*纯金制金元宝 1 锭 |
| 交易量第五的客户 | 价值人民币 1888*纯金制金元宝 1 锭 |

*** the actual value of bullion received is subject to global bullion market price fluctuations.**
***实际获得的黄金价值受限于全球黄金市场价格变动。**

7.2 FXCM will announce the winners on its website and other media channels within 21 business days after the end of the Promotion Period. Prior to publishing this information,

if you are a winning participant, FXCM will contact you to obtain your express written consent to permit FXCM to publish your partial account name on the website and other media channels.

福汇将在此推广活动结束后 21 个工作日内于福汇网站及其他媒体渠道公布获奖者名单，在公布该信息前，福汇将联系获奖者以获取其准许福汇将其账户名称之部分公布于福汇网站及其他媒体渠道的明确书面同意。

7.3 FXCM will contact the winning participants individually to arrange delivery of the Bullion and FXCM reserves the right at its sole discretion to determine how delivery takes place. FXCM may request personal information (such as postal address and telephone number) to enable delivery of the Bullion. If a winning participant refuses to provide the required information, or is unresponsive, FXCM may exclude such person from receiving the Bullion at its sole and absolute discretion.

福汇将逐一联系获奖者，安排奖品的运送事项，并且福汇保留自行决定如何寄送奖品的权利。福汇可能会索取个人信息（如邮寄地址以及电话号码）以寄送奖品。若获奖者拒绝提供要求的信息或对此无回应，福汇可自行酌情决定剥夺该获奖者领取金元宝奖励的权利。

## 8. LIABILITY

**法律责任**

8.1 You agree to indemnify, defend and hold harmless FXCM (including its directors, officers, employees and assigns) on written demand and at all times from and against any and all liability, fines, penalties, actions, judgement, settlement, claims, demands, losses, damages, injury, compensation, costs and expenses (including interest payments, reasonable legal fees on a solicitor/client basis, other professional fees and disbursements and costs of investigation and litigation) for or in respect of which FXCM will or may become liable by reason of or related or incidental to any act, default or omission and/or any breach of representation and warranty set forth herein by You under these Promotion Terms including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise.

阁下同意，阁下将会根据书面要求在任何时候赔偿、捍卫、维护福汇（包括其董事、高级职员、员工及受让人），使其免责于由于或涉及或因阁下作出的任何行为、违责、不作为及/或阁下违反此推广活动条款所列的陈述和保证附带引起，包括但不限于由于或涉及与阁下的任何违规行为、不遵从条款、行为或不作为（不论是疏忽或以其他方式作出），而导致福汇将会或可能承担的任何法律责任、罚金、处罚、诉讼、判决、和解、索赔、要求、损失、损害、伤害、赔偿、成本与费用（包括支付利息、客户与事务律师所定的合理律师费用、其他专业服务费用、垫付款以及调查诉讼费）。

8.2 To the extent permitted by law, your rights to litigate, to seek injunctive relief or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Promotion are hereby excluded, and You expressly waive any and all such rights.

在法律许可的范围下，如因为或涉及本推广活动而产生纠纷或申索，阁下的诉讼权、对司法或任何其他程序寻求禁制令或任何其他追索权的权利将会谨此被免除，而阁下明确放弃任何及全部此等权利。

## 9. GENERAL CONDITIONS

**一般条款**

9.1 PARTICIPATING IN THIS PROMOTION DOES NOT GUARANTEE POSITIVE RETURNS. ALL PARTICIPANTS HAVE THE POTENTIAL TO EXPERIENCE LOSSES IN EXCESS OF DEPOSITED FUNDS.

**参与此次推广活动并不保证积极回报。所有参与者均有可能遭受超过存入资金的损失。**

9.2 This Promotion can be used in conjunction with the Friends & Family Referral Promotion, but clients must meet the deposit and trading volume requirements respectively.

客户可同时参与此次推广活动与亲朋好友推荐计划，但是必须分别满足此次推广活动与亲朋好友推荐计划的入金及交易量要求。

9.3 In the event that FXCM considers Your participation in this Promotion is, or is likely to be, in breach of these Promotion Terms, FXCM reserves the right, without prejudice to any other rights under the Promotion Terms, to immediately withdraw the Promotion from your account.

若福汇认为阁下参与此次推广活动，有违或可能有违此推广活动条款。福汇保留在不损害本推广活动条款其他权利的情况下，立即撤销阁下账户参与推广活动的权利。

9.4 FXCM may, in its discretion, cancel, or reverse a reward if a payment is made in error.

若款项支付有误，福汇可酌情取消或收回奖金。

9.5 FXCM reserves the right at its sole discretion to alter, amend, modify, suspend or terminate this Promotion, or any aspect of it, including but not limited to extending the Promotion Period at any time and without prior notice. In such event, FXCM will make reasonable efforts to notify You by email.

福汇保留全权酌情更改、修订、修改、暂停或终止本推广活动或其任何部份的权利，包括但不限于随时延长该推广活动时间而毋须事先作出通知。在此情形下，福汇将尽合理努力以邮件方式通知阁下。

9.6 If the Promotion cannot be executed as planned, due to reasons beyond the control of FXCM,

including (but not limited to) any problems or technical malfunction, or any applicable instrument being delisted or changed substantially, FXCM shall incur no liability to You in connection with the Promotion.

若此推广活动无法按计划执行，其原因是福汇不可控因素，包括（但不限于）任何问题或技术故障、或任何适用产品退市或产生重大改变，福汇就此推广活动对阁下概不负责。

9.7 All former and current employees, interns and contractors of FXCM (the "**Staff**"), and each of its affiliates and subsidiaries and the Staff's immediate family members and persons with whom such employees are domiciled are prohibited from participating in the Promotion.

福汇的所有前任雇员以及现任雇员、实习生和承包商（**"雇员"**），与其所有联属公司和附属公司以及雇员的直系亲属和共同居住人士均不得参与此次推广活动。

9.8 If any provision(s) of the Promotion Terms are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

若本推广活动条款的任何条文被视为无效或无法强制履行，其余所有条文仍然完全有效。

9.9 Unless the context otherwise requires, references to any gender include all genders and use of the singular includes the plural and vice versa.

除上下文另有所指外，凡提及任何性别即包括所有性别，凡使用单数形式即包括复数形式，反之亦然。

9.10 You are solely responsible for the payment of any and all taxes, including but not limited to federal, state and local taxes that may apply to Your participation in the Promotion. FXCM shall have the right, but not the obligation, to make any deductions and withholdings that FXCM deems necessary or desirable under applicable federal, and local tax laws, rules, regulations, codes or ordinances.

阁下须单独承担任何及全部税款，包括但不限于可能适用于阁下参与本次推广活动的联邦税、州税以及地方税。福汇有权利但无义务，根据适用的联邦和地方课税法律、规定、法规、守则或条例作出其认为必要或适宜的扣减和扣缴。

9.11 FXCM may, at its sole discretion, provide You with translations of the Promotion Terms. The original English version shall be the only legally binding version for FXCM and You. In case of discrepancies between the original English version and other translations in Your possession, the original English version shall prevail.

福汇可以自行酌情决定是否为阁下提供此推广活动条款的译本。英文原版是福汇与阁下之间唯一具有法律约束力的版本。如英文原版与阁下持有其他译文有所出入，概以英文原版为准。

## 10. GOVERNING LAW AND VENUE

**监管法律及监管地**

These Promotion Terms shall be governed by and construed in accordance with New South Wales law. The Parties irrevocably agree that the courts of New South Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Promotion Terms.

此等推广条款将受到新南威尔士州法律监管及据此诠释。双方不可撤销地同意，新南威尔士州的法院拥有解决任何因此推广活动条款引起或与之相关的纠纷的独有管辖权。