

Terms & Conditions

2023 OANDA Europe Limited Promotion

The following terms and conditions shall apply to the 2023 OANDA Europe Limited Promotion (“**Promotion**”) offered to new and existing account holders of OANDA Europe Limited, company number: 07110087, authorised and regulated by the Financial Conduct Authority, No: 542574 (“**OEL**”).

By participating in the Promotion, each participant agrees to observe and be bound by these terms and conditions and the general terms of business (including supplemental terms) that apply to their account (“**Terms of Business**”), as well as by any relevant policy issued by OEL from time to time (collectively, the “**Promotion Terms**”). OEL reserves its absolute rights to revise and amend these Promotion Terms without prior notice.

1. Eligibility and Promotion Period

- 1.1 The Promotion is educational in nature.
- 1.2 OEL will cover the costs of the yearly TradingView Pro Plan for OEL clients participating in this Promotion (clients who meet the terms and conditions of the Promotion).

TradingView Pro Plan includes, among other things, the following functionalities: (i) 5 indicators per chart; (ii) 2 charts in one window; (iii) 20 server-side alerts; (iv) ad-free account; (v) volume profile indicators; (vi) custom time intervals; (vii) multiple enhanced watchlists; (viii) bar replay on intraday bars; (ix) multi-monitor support in desktop app.
- 1.3 The Promotion is offered by OEL as the sole organiser of the Promotion.
- 1.4 The Promotion is only open and available to OEL clients. Clients of other OANDA group entities are not eligible. OEL clients or participants are understood as: (i) natural persons who currently have a live trading account at OEL and wish to use the TradingView Pro Plan (current OEL clients) or (ii) natural persons who are eligible to open a live trading account at OEL during the Promotion period and wish to use TradingView Pro Plan (new OEL clients).
- 1.5 The Promotion is restricted to one account per person and no multiple entries will be permitted.
- 1.6 Joint accounts or accounts which have a Power of Attorney in force will not be eligible for the Promotion.

- 1.7 Only individuals and not entities are eligible for the Promotion.
- 1.8 To qualify for the Promotion, OEL clients will need to: (i) hold a live trading account at OEL; b) pay for the 12 months subscription at TradingView (TradingView Pro Plan); c) send an e-mail with a payment receipt to e-mail address tvpackage@oanda.com for verification by OEL.
- 1.9 This Promotion is not open to employees of any other company engaged in direct competition with OEL.
- 1.10 The Promotion is subject to a fair use policy and consequently OEL has the right to withhold the Promotion if it has reasonable belief that there has been co-operation, collusion or if it has reasonable belief that the Promotion is being abused in any way.

2. Mechanics of the Promotion

- 2.1 OEL clients who wish to participate in the Promotion need to apply for the 12 months TradingView Pro Plan package at TradingView.com website.
- 2.2 Participants must forward proof of payment to the designated email address in order to obtain reimbursement. The TradingView Pro Plan payment confirmation must be dated after the date that a live trading account has been approved by OEL for an eligible participant.
- 2.3 The maximum cost of TradingView Pro Plan package reimbursed by OEL is USD \$155.40.
- 2.4 Once the correct proof of payment is provided, eligible clients will be reimbursed on their live trading account at OEL within 14 working days.
- 2.5 There will be no restriction on the withdrawal of the reimbursed funds.
- 2.6 The Promotion expires at the end of 2023.
- 2.7 To qualify for the Promotion reimbursement requests must be received at tvpackage@oanda.com by 11:59 pm UK time on 31st December 2023.
- 2.8 Only one refund of costs will be paid per client. Once participants receive a refund of costs, they will not be eligible to receive any further payments in respect of this Promotion.
- 2.9 The refund of costs indicated above does not represent a commitment to make further payments in the future.
- 2.10 The refund of costs indicated above is not -transferable.

- 2.11 If any restrictions apply to the participant account at OEL, the account will not qualify for a payment in respect of this Promotion. The account must not be closed in order for reimbursed funds to be credited.
- 2.12 OEL will not be liable for any losses that may be incurred as a result of trading, including trading with the reimbursed funds.

3. General

- 3.1 Any complaints in relation to the Promotion may be submitted by participants in accordance with the Terms of Business and Complaints and Disputes Policy.
- 3.2 This Promotion must only be used for personal and non-commercial purposes.
- 3.3 The Promotion registration page should not be published or distributed publicly, by anyone other than OEL.
- 3.4 Personal data of the Promotion participants will be processed in accordance with the Terms of Business.
- 3.5 If, after a reimbursement credit has been applied, OEL discovers that an individual is not eligible to participate in the Promotion, OEL may at its discretion reverse the account credit. No individual shall be entitled to any payment or compensation from OEL should any account credit be forfeited or reclaimed.
- 3.6 OEL shall not be liable to any account holder or any other persons for any loss, taxes or damage arising in connection with the Promotion, including without limitation, any error, technical malfunction of the internet, or any breakdown or malfunctions in any computer system, mobile application, downloadable software, or equipment.
- 3.7 Each participant who successfully takes part in this Promotion is responsible for any and all taxes payable (if any) as a result of the reimbursement of the costs to their account, and therefore all participants should consult their tax advisers concerning the reporting of payments.
- 3.8 The decision of OEL on all matters relating to the Promotion shall be final and binding on all participants and any other persons, including, without limitation, any decision to cancel or suspend the Promotion.
- 3.9 OEL reserves the right to cancel, revoke or withdraw the Promotion at any time.
- 3.10 OEL may at any time at its sole and absolute discretion, without notice or assigning any reason therefore, terminate this Promotion, or delete, vary, supplement, amend, restrict, withdraw or modify any one or more of these Promotion Terms in such manner as OEL shall think fit, including without limitation, the eligibility of any client, the bases and methods of identification of participants and any dates in

connection with the Promotion and the Promotion period. Modifications and/or exceptions to these Promotion Terms are at OEL's sole discretion, and its decision is final. OEL is the sole arbiter of these Promotion Terms and any other issue arising under this Promotion.

- 3.11 This Promotion will be governed by the laws of England and Wales.
- 3.12 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.
- 3.13 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.