



GENERAL TERMS AND  
CONDITIONS FOR TRADING  
CONTEST

# T&Cs FOR TRADING CONTEST

## **1. General**

The Trading Contest and/or Promotion (the “Contest”) is offered by XS LTD (“XS” and/or the “Company”) to its Clients. By participating in the Contest, the Clients hereby acknowledge, confirm and accept to be bound by the following terms and conditions as these are set out below (the “Terms”), by XS’s Client Services Agreement, by the respective Announcement(s) that shall be published from time to time on the Company’s website, and by the general Account Opening Agreements.

These Terms are applicable for Clients of XS who meet the eligibility criteria that are included herein and as per the supplementary documentation, as stated above.

## **2. Contest Timelines**

2.1. Clients may participate any time during the Participation Period and before the Contest Period.

2.2. The Participation Period and the Contest Period shall be mentioned in each Announcement(s), as published on the Company’s website, and as amended from time to time.

## **3. Eligibility Criteria**

To be eligible to participate in the Contest, Clients must meet the following criteria:

3.1. Have a verified trading account with XS prior to the beginning of the Contest Period and must have agreed to be bound by the Account Opening Agreements.

3.2. Participate in the Contest during the Participation Period.

3.3 Accept these Terms of the Contest and/or the terms of each Announcement(s) and/or any additional specific conditions for each Contest, as communicated by XS.

3.4. Fulfill and/or meet any additional specific requirement of XS, set in each Contest, following points 3.1-3.3 above.

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3.5. Irrespective of the number of trading accounts that a Client may have with XS, the Contest is applicable for only one (1) trading account. Any Client who creates more than one (1) account to enter the Contest should be considered in breach of the Contest rules and shall be disqualified, unless otherwise specified.

### **4. Conditions**

4.1. All Clients who meet the criteria and participate in the Contest will be automatically added as participants (the “Participants”).

4.2. Contest rankings are determined by the Client who generates the greatest performance ratio during the Contest Period on their Contest specific account, unless stated otherwise in the respective Announcement(s).

4.3. Prizes shall be specified in the respective Announcement(s) for each Contest.

4.4. All cash prizes will be deposited directly into the XS Wallet, as provided by each respective winner, in the currency of the Participant’s account, and/or equivalent (unless otherwise stated), and can be freely withdrawn as cash. Other prizes will be allocated accordingly.

4.5. The prize amount is non-transferable between accounts and/or other Clients and cannot be combined with any other Contest or offer.

### **5. Performance Calculation**

5.1. The trading performance calculations and ranking criteria will be set and specified in the terms and conditions of each Contest.

### **6. Lucky Draw (when applicable)**

6.1. The Contest may include an additional Lucky Draw Contest (the “Draw”). This shall be mentioned in each Contest and/or Announcement(s).

6.2. The Draw offers the eligible Participants the chance to win a prize at the end of the Contest.

6.3. The Participant must meet the requirements set in each Contest to be eligible to participate in the Draw.

6.4. The winners will be randomly selected from all eligible Participants at the end of the Contest and shall be announced accordingly on the XS website.

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6.5. Each Participant is eligible to win only one prize. The Client will be informed about winning after the end of the respective Contest via the Client's registered email, unless otherwise stated.

6.6. The winners in the Draw will be announced at the end of the Contest at the date specified for each Contest.

6.7. It is the Client's responsibility to ensure that accurate contact details are provided. If XS is unable to contact the Client due to inaccurate contact details provided, and the Client does not contact XS within 30 days from the announcement of the results to claim their prize, the Client's prize will be voided without any liability on XS.

6.8. All cash prizes will be deposited directly into the XS Wallet, as provided by each respective winner, in the currency of the Participant's account, and/or equivalent (unless otherwise stated), and can be freely withdrawn as cash. Other prizes will be allocated accordingly.

### **7. Fraudulent activity**

7.1. XS at its sole and absolute discretion can exclude a Client from participating in the Contest and/or the Draw, with immediate notice, and at any time:

7.1.1. if XS has reasonable grounds to believe that there is a valid misuse of this Contest; and/or

7.1.2. if a Client acts in bad faith and/or abusively and/or fraudulently and/or in a manner that is not in line with this Contest and applicable Terms; and/or

7.1.3. if an action by a Client is found to be in violation and/or in breach of these Terms and/ or XS's Client Services Agreement; and/or Account Opening Agreements and/or

7.1.4. if a Client submits false ID documents and contact details during the verification procedure.

7.2. XS reserves the right to withhold or void without further notice the prize amounts and/or nullify any profits gained and/or losses generated if in its reasonable belief and/or discretion, there is any indication or suspicion of any

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form of swap arbitrage (including but not limited to risk free profiting), abuse, fraud, manipulation, cash-back arbitrage connected to a trading bonus or any other form(s) of deceitful or fraudulent activity or behavior, and shall not be held liable for same.

### **8. General conditions and warranties**

8.1. In participating in this Contest and/or the Draw, the Client agrees to be bound by these Terms and XS's Client Services Agreement.

8.2. XS reserves the right at its own discretion and as it deems fit to alter, amend, suspend, cancel or terminate the Contest and/or the Draw at any time, without any prior notice or justification to the Client. Under no circumstances shall XS be liable for any consequences of any alteration, amendment, suspension, cancelation, or termination of the Contest.

8.3. XS shall not be held responsible for any technical disruption, such as but not limited to weak internet connection, that could affect the result of the Contest.

8.4. XS reserves the right to refuse offering the Contest and/or the Draw at its sole discretion without prior notification or justification.

8.5. XS will not be liable for any adverse effects where an account has open positions or floating profit/loss which results in the Contest being removed for any reason.

8.6. New accounts are subject to approval as per XS's Client Services Agreement. This Contest and/or the Draw is not an offer to any person to whom it would not be lawful.

8.7. By participating in the Contest and/or the Draw, Clients consent to their personal data being collected, processed, and used by XS for marketing and purposes.

8.8. This Contest and/or the Draw shall not encourage Clients to trade in a manner inconsistent with their trading comfort level. Clients should seek independent advice if necessary.

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8.9. XS will not be liable for any loss, costs, expense, or damage suffered in connection with this Contest and/or the Draw.

8.10. if any dispute and/or misrepresentation is made in relation to these Terms, such dispute and/or misrepresentation shall be resolved by XS, acting in good faith and as it shall in its sole and absolute discretion, be deemed fit and proper. XS's decision shall be final and binding.

8.11. The official language in which these Terms were drafted in, is the English language and XS will not be bound by any variation which may derive from the translation or either part or of the whole Terms. Any information provided in any language will not have legal effect, nor XS will have any responsibility or liability regarding the correctness of such information. If you have any questions regarding this Contest, please contact us at [support@xs.com](mailto:support@xs.com).

