



# GENERAL TERMS AND CONDITIONS FOR LUCKY DRAW PROMOTION

# T&Cs – Lucky Draw Promotion

## 1. General

The Lucky Draw (or the “Promotion”), is offered by XS LTD (“XS” and/or the “Company”) to its Clients. By participating in the Promotion, 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 and adhere by the conditions that are included herein and as per the supplementary documentation, as stated above, hereinafter referred to a “Clients” or “Client”.

## 2. Promotion Timeline

2.1. Client may participate any time during the Participation Period and before the end of the Promotion Period.

2.2. The Participation and the Promotion Period shall be mentioned in Promotion Page as published on the Company’s website, and as amended from time to time.

## 3. Promotion Eligibility

3.1. The promotion will be applicable only to the verified clients with XS.

3.2. XS at its absolute discretion offers the Promotion to any Clients and/or any countries/regions as it deems appropriate and as long as XS deems to provide it.

3.3. Participation of Intermediaries/ Related Parties is prohibited.

## 4. Conditions

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

4.2. The Participants are distinguished as follows:

- **Eligible Participants:** Means a Client who satisfies the eligibility criteria for the Promotion. Eligible Participants are permitted to enrol in and participate in the Promotion; however, eligibility alone does not confer any entitlement to receive a bonus, reward or other promotional benefit.
- **Qualified Participants:** Means an Eligible Participant who has enrolled into the promotion ,during the Promotion Period, and fully satisfied the specific trading and/or activity requirements prescribed for the Promotion. Such requirements may include,

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minimum trading volume, number of executed trades, eligible financial instruments, holding periods, net deposit thresholds, or other performance-based criteria, as set out in the applicable Promotion details. Only Qualified Participants shall be eligible to receive any bonus, reward, or other promotional benefit under the Promotion.

4.3. The qualification status of each Participant shall be determined by the Company based on its records and systems.

4.4. Failure to meet the qualification criteria within the Promotion Period shall result in the Participant being deemed merely as an Eligible Participant only, with no entitlement to any prize.

### **5. Promotion rewards**

5.1. The Promotion offers the eligible Participants the chance to win a prize at the end of the promotion period.

5.2. Exact prize offerings are detailed on the promotional offering page; rewards may differ depending on the campaign.

5.3. The Participant must meet the requirements set in each promotion to be eligible to participate in the Lucky Draw.

5.4. Winners will be selected randomly from the qualified participants and announced at the promotion's conclusion.

5.5. Each Participant is eligible to win only one prize.

5.6. 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.

5.7. In the event of a physical gift, XS will reach out to client within 10 working days and the winner must provide XS with their details such as full name, residential address, email address and phone number within the next 10 working days after the XS winner announcement email is sent to arrange for the shipping of their prizes and is responsible for providing accurate and complete personal information as per requirements. XS will not be liable for any failure in prize delivery due to incorrect or inaccurate information provided by the winner. All prizes are subject to availability. In the event that extraordinary circumstances make any prize in this Promotion unavailable, XS holds the exclusive right to replace it with a substitute item or voucher of equivalent value, or with a cash prize equal to 100% of the prize's estimated worth.

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## 6. Fraudulent Activity

6.1. XS at its sole discretion can exclude a Client from participating in the Promotion, with immediate notice, and at any time:

- i. if XS has reasonable grounds to believe that there is a valid misuse of this Promotion; and/or
- ii. 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 Promotion and applicable Terms; and/or
- iii. if a Client tampers or attempts to tamper with the operation of the Promotion; and/or
- iv. 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
- v. if a client submits false, misleading, or forged KYC documents, or provides inaccurate information or contact details during the verification process.

6.2. Any indication or suspicion, in XS's sole discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse, fraud, manipulation, cash-back arbitrage or any other forms of deceitful or fraudulent activity, will nullify any prize of the Eligible Client's.

## 7. General Conditions and warranties

7.1. XS reserves the right at its own discretion and as it deems fit to alter, amend, suspend, cancel or terminate the Promotion 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 Promotion.

7.2. 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 Promotion.

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

7.4. New accounts are subject to approval as per XS's Client Services Agreement. This Promotion is not an offer to any person to whom it would not be lawful.

7.5. By participating in the Promotion, Clients consent to their personal data being collected, processed, and used by XS for marketing and purposes.

7.6. This Promotion shall not encourage Clients to trade in a manner inconsistent with their trading comfort level. Clients should seek independent advice if necessary.

7.7. XS will not be liable for any loss, costs, expense, or damage suffered in connection with this Promotion.

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7.8. Clients may opt out from the Promotion whenever they wish. Clients should send their request at the following email address: [support@xs.com](mailto:support@xs.com) and the relevant department will process the request and inform the Client accordingly.

7.9. 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.

7.10. 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.

For any questions regarding the Promotion, please contact us at [support@xs.com](mailto:support@xs.com).

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