

FXCM MARKETS GOLD AND SILVER REBATE PROMOTION
TERMS AND CONDITIONS

福汇 Markets 黄金白银交易赠金活动

条款与条件

1. THE PROMOTION 推广活动

FXCM Markets Limited (“**FXCM**”) offers the Promotion described hereunder to new and existing retail clients of FXCM (“**you**” or “**your**”).

FXCM Markets Limited (「福汇」·「福汇 Markets」) 向福汇指定的零售新客户和现有零售客户(「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 have the opportunity to receive rebates for Gold (XAU/USD) (the “**Promotion**”).

根据此条款与条件· 阁下有机会获得黄金交易的赠金。(「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· 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有任何冲突或歧异· 概以福汇业务条款为准。

3. HOW TO BE ELIGIBLE 如何符合资格参与

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 a resident of mainland China, Taiwan or Macau

是中国大陆，台湾或澳门居民

(c) 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 (若阁下是个人)；

(d) open a new trading account with FXCM, or be an existing retail client of 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**");

新开设一个福汇交易账户，或已持有有一个福汇零售交易账户，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(「**合格账户**」)；

(e) be a retail client of FXCM;

为福汇的零售客户；

(f) Complete the Promotion registration from on FXCM official Chinese website to confirm you would like to join the Promotion.

于福汇中文官网填写活动注册表格以确认参加此次推广活动；

(g) fund the Qualifying Account with a minimum deposit of 500 CCY ("**CCY**" refers to the currency that your account is denominated in) during the Promotion Period (defined below);

於推广活动期间内 (定义如下文) 在账户新存入最低 500 个客户账户货币单位(「客户账户货币」指阁下账户所使用的货币)的资金；

(h) meet the volume requirement (explained below), during the Promotion Period (defined below) with regards to gold (XAU/USD) and silver (XAG/USD); and

於推广活动期间内(定义如下文)，达到黄金和白银的交易量要求(说明如下文)；且

(i) 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，阁下将无法参与此推广活动。

4. PROMOTION PERIOD 推广活动期间

This Promotion starts on 12th October 2020 at 00:01 A.M. (GMT+8) and ends on 31st December 2020 at 23:59 PM (GMT+8) (“**The Promotion Period**”).

此推广活动於 2020 年 10 月 12 日凌晨 12 点 01 分(GMT+8)开始，於 2020 年 12 月 31 日晚上 11 点 59 分(GMT+8)结束。(「推广活动期间」)

5. VOLUME REQUIREMENT 交易量要求

- 5.1 To be eligible to receive the rebate under this Promotion, the Qualifying Account must execute a minimum of 1000 round-turn contracts (or 10 standard lot size whereas 1 standard lot size equates to 100 contracts) of Gold (XAU/USD) during the Promotion Period. The rebate shall be structured as rebate \$0.05USD per contract of Gold (XAU/USD) trading. The maximum rebate each client can receive under this Promotion is \$8,888USD. Your trading volume can include both Gold (XAU/USD) and Silver (XAG/USD), 1 contract of Gold (XAU/USD) equals 10 contracts of Silver (XAG/USD).

要在此推广活动中有资格收到赠金，合资格账户必须在推广活动期间达成 1000 张黄金合约(即 10 个标准手合约)的最低来回总执行交易量。其赠金架构为每张黄金合约赠金 0.05 美金。一个客户在此推广活动中最高可以获得\$8,888 美金的赠金奖励。阁下的交易量可同时包括黄金及白银，1 张黄金合约等同于 10 张白银合约。

- 5.2 For Qualifying Accounts, rebates will be calculated according to the number of executed round-turn Gold (XAU/USD) contracts achieved within the Promotion Period. The executed round-turn Silver (XAG/USD) contracts will be converted into Gold contracts, 1 contract of Gold (XAU/USD) equals 10 contracts of Silver (XAG/USD). To illustrate please see the **worked examples** as follows:

对于合资格的账户，赠金将会基於在推广活动期间内达到的来回执行黄金合约数量来计算。来回执行的白银合约数量将被转为相应的黄金合约数量进行计算，1 张黄金合约等同于 10 张白银合约。请参阅以下示例说明：

Example 1: If a Qualifying Account executed 1985 round-turn contracts of Gold (XAU/USD):

范例一：如果一个合格账户在推广活动期间内达到 1985 张来回黄金合约的执行交易量：

The total rebates the Qualifying Account is entitled to will correspond to $1985 \times 0.05 = 99.25 \text{ USD}$

此合格账户有资格领取的赠金将会为：1985 x0.05=99.25 美元

Example 2: If a Qualifying Account executed 13,250 round-turn contracts of Gold (XAU/USD) and 10,000 round-turn contracts of Silver (XAG/USD):

范例二：如果一个合格账户在推广活动期间内达到 13,250 张来回黄金合约的执行交易量以及 10,000 张来回白银合约交易量：

The total rebates the Qualifying Account is entitled to will correspond to $13,250 \times 0.05 + 10,000 \div 10 \times 0.05 = 712.50 \text{ USD}$

此合格账户有资格领取的赠金将会为：13,250 x0.05+10,000÷10×0.05=712.50 美元

6. THE PAYMENT OF THE REBATES 赠金发放

6.1 Subject to FXCM's rights under these Promotion Terms and provided that you meet the Eligibility Requirements, the rebate shall be credited to your Qualifying Account as set out below.

受福汇推广活动条款之权利约束，并且符合合格要求，赠金将照以下规则存入阁下合格账户。

6.2 At the end of the Promotion Period, FXCM shall review the Qualifying Account and the rebates, if any, shall be credited to your Qualifying Account within one calendar month from the end of the Promotion Period.

在推广活动期间的最后一个工作天，福汇将会审核合格账户中美金名义价值的执行交易量与相对赠金，若阁下有获取赠金，将会在下个月的月底前向你的合格账户发放。

6.3 The Qualifying Account must be open, active and not subject to any dispute or default on the date the rebate falls due to the Qualifying Account.

在赠金发放的当天，合格账户必须要维持开设、有效的状态，并且无产生任何纠纷或违约事件。

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. LIABILITY 法律责任

7.1 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、高级人员、员工及受让人)，使其免于由于或涉及或因阁下做出的任何行为、违规、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、成本及费用(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)。

7.2 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.

在法律许可的范围内，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仅此被免除，而阁下明确放弃任何及全部此等权利。

8. GENERAL CONDITIONS 一般条款

8.1 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。

8.2 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。

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.

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此推广活动的权利。

8.3 FXCM may, in its sole discretion, cancel, or reverse the Promotion if it is given in error or if it is determined that you have not acted in good faith or your actions have been the result of abusive practices, fraud, or misconduct.

若此推广活动存在误差，或确定您没有真诚行事或您的行为是滥用行为，欺诈或不当行为的结果，福汇可自行酌情取消或撤销此推广活动。

8.4 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。在此情况下，福汇将尽合理努力以电邮方式通知阁下。

8.5 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。

8.6 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已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。

8.7 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。

8.8 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，凡提及任何性别均包括所有性别，凡使用单数形式均包括复数形式，反之亦然。

8.9 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事宜的扣减和扣缴。

8.10 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。英文版本是福汇与阁下之间唯一具有法律约束的版本。如英文原版与阁下持有其他译本有所出入，概以英文原本为准。

9. GOVERNING LAW AND VENUE 监管法律及监管地

These Promotion Terms shall be governed by and construed in accordance with the law of England and Wales. The Parties irrevocably agree that the courts of England and 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英格兰及威尔士法律监管及据此诠释。双方不可撤销地同意，英格兰及威尔士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。