Client Referral Promotion 2017
Terms and Conditions

1. Saxo Capital Markets (Australia) Pty Ltd (“SCMA”) is conducting the Client Referral Promotion (“Promotion”) commencing 16 October to 31 December 2017, both dates inclusive (“Promotional Period”). By participating in the Promotion, you agree to be bound by the Terms and Conditions of the Promotion and any such variation.

2. An existing client of SCMA with an SCMA trading account (“Existing Client”) who successfully refers a new client (“Referred Client”) to SCMA during the Promotional Period will be rewarded with AUD 500.00 (or equivalent) to be credited into the Existing Client’s SCMA trading account.

3. Individuals not eligible to participate as an Existing Client in this Promotion:
   a. Individuals who do not have a trading account with SCMA;
   b. Clients that have been referred or introduced to SCMA by an Introducing Broker;
   c. Clients residing outside of Australia; and
   d. Employees of SCMA and their immediate family members or SCMA’s business affiliates.

4. For this Promotion, a referral is considered successful when
   a. The Referred Client opens a SCMA trading account in his/her own name or jointly with another person that is not an existing or prior client of SCMA;
   b. The Referred Client meets all applicable SMC onboarding requirements, including but not limited to KYC and AML requirements;
   c. SCMA has sole and absolute discretion to approve or reject any application without giving any reason, notice or assuming any liability to any person;
   d. The Referred Client funds their SCMA trading account with the minimum initial funding requirement of AUD 3,000.00 (or equivalent) AND executes at least one trade via his / her SCMA trading account within the Promotional Period.

5. The Referred Client must not be:
   a. The spouse of the Existing Client;
   b. An existing client of SCMA or any other Saxo entity; and
   c. A prior client of SCMA or any other Saxo entity.
   d. Residing outside Australia.
6. Upon the successful referral as defined in these Terms and Conditions,
   
a. The Existing Client must notify SCMA of the Referred Client’s name and Client Account ID to enquiries@saxomarkets.com.au;
   
b. SCMA will credit the Existing Client’s trading account no later than 30 business days after the notification by the Existing Client.

7. SCMA reserves the right, at its sole discretion, to prohibit any Existing Client / Referred Client from participating in any aspect of the Promotion if SCMA deems or suspects that such any Existing Client / Referred Client has engaged in or has attempted to engage in any of the following: a) acting in violation of these Promotion Terms and Conditions; b) damaging, tampering with or corrupting the operation of the Promotion; c) activity deemed in the sole discretion of SCMA to be generally inconsistent with the intended operation of the Promotion.

8. If any Existing Client / Referred Client is discovered to be ineligible for the Promotion for any reason, SCMA is entitled to at any time (i) forfeit, withdraw or withhold the Promotion at any time, or where the Promotion has been awarded and/or utilised (ii) reclaim the Promotion and/or deduct the utilised portion of the Promotion from the Existing Client’s / Referred Client’s account. In such an event, no person shall be entitled to any payment or compensation from SCMA.

9. Participants of the Promotion may not be eligible to participate in any other ongoing or future promotions by SCMA, unless otherwise permitted by SCMA.

10. SCMA shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Promotion Terms and Conditions or intent of these Promotion Terms and Conditions. SCMA decision is final and no correspondence will be entered into.

11. SCMA may, at its discretion, vary, amend, delete and / or add on to any of these Terms and Conditions, including, but not limited to, varying the Promotional Period or terminating this Promotion at any time without giving any reason or prior notice or assuming any liability to any Existing Client(s) / Referred Client(s), and all Existing Clients / Referred Clients shall be bound by such variations, amendments, deletions and / or additions. SCMA shall not be obliged to give any reason or enter into any correspondence with any person on any matter concerning this Promotion.

12. SCMA shall not assume any liability for any loss incurred or suffered by any person in connection with the Promotion, howsoever arising, including without limitation, any error in computing trades and trade commissions, and any subsequent changes to commission prices. Trading in financial instruments carries various risks and is not suitable for all investors. It is possible to lose more than your initial investment.

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13. In the event of any inconsistency between these Terms and Conditions and any brochure, marketing or promotional material relating to the Promotion, these Terms and Conditions will prevail.

14. These Terms and Conditions should be read in conjunction with the General Business Terms, Product Disclosures, and Risk Warnings available at https://www.home.saxo/en-au.

15. A person who is not a party to the Terms and Conditions shall have no rights to enforce any of the Terms and Conditions.

16. These Terms and Conditions shall be governed by the laws of New South Wales and any dispute arising in relation to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of New South Wales.