



Terms & Conditions governing OANDA Australia Pty Ltd's CNY Leap Year Boost Offer

The following terms and conditions shall apply to the OANDA Australia ("OAU") CNY Leap Year Boost Offer. ("Program")

By participating in the Program, each participant agrees to observe and be bound by these terms and conditions and any relevant policy issued by OAU from time to time. OAU reserves its sole rights to revise and amend these terms and conditions from time to time without prior notice. In the event of a conflict between the terms of this agreement and any other document, the terms of this agreement, if amended by OAU shall apply.

1. Eligibility and Rebate Program Period

1.1. The Program is open to Professional OAU customers who received OAU's "CNY Leap Year Boost Offer" email or sms. All new Professional accounts are subjected to OAU's new account requirements and must meet the Eligibility Criteria (Table 1) to qualify for this Program.

1.2. This Program is only valid for "Eligible Customers" defined as

a. New Professional Client

i. Professional client opens a new OANDA account and is approved to trade in the account

b. Existing Professional Client

i. A professional client that has a current account with OAU.

1.3. OAU does not allow Eligible Customers to open multiple accounts. In the event the Eligible Customer does open multiple accounts, only one account will be eligible for the Program

1.4. Employees and contractors of OAU and their immediate family members shall not be eligible to participate in the Program. In addition, employees of any partners and agencies (including, without limitation, any external auditor(s) and advertising agencies) who are directly involved in the organisation or conduct of the Program as determined by OAU shall not be eligible to participate in the Program.

Anyone who meets the criteria above shall be deemed an Eligible Customer. Without prejudice to the generality of clause 1 above, OAU shall have the sole discretion to determine eligibility under these Program Terms. Eligible Customers should read these Program Terms carefully and acquaint themselves with Our Terms.



**Table 1:
Account Package Minimum Monthly Notional Volume Traded to qualify for Rebate \$
Rebate per Million**

Account Package	Minimum Monthly Notional Volume Traded to qualify for Rebate	\$ Rebate per Million Notional Volume Traded (USD)	CNY Leap Year Boost Offer for the first \$50 Million Notional Volume Traded (USD)
Premium Plus Tier 1	USD 10 million	\$2.5	Additional \$2
Premium Plus Tier 2	USD 30 million	\$5	Additional \$2

2. Mechanics of the CNY Leap Year Boost Offer

2.1. New Professional Clients must meet the following criteria:

- a. Open a new OANDA account that is approved to trade on
- b. Accumulate a minimum notional volume in accordance to Table 1

2.2. Existing Professional Clients must meet the following criteria:

- a. Accumulate a minimum notional volume in accordance to Table 1

2.3. Notional Traded Volume starts accumulating on the first day of the month. Once the criteria in 2.1. have been met, the Eligible Customer will be entitled to the Program's rebates on trades executed during the qualifying period.

2.4. The Program's additional cash rebates will be calculated based on the eligible notional volume traded between 1st - 29th February 2024 and 1st - 31st March 2024. Eligible Customers are entitled to the rebates for the total notional volume traded in the same qualifying month.

2.5. Program Benefits

- a. Customers can qualify for Volume Based Rebates in accordance with Table 1.
- b. At the end of each calendar month, the total rebate earned based on the Program will be calculated and credited on the 10th business day of the following month or earlier.

2.6. No alternatives: Rebates are non-transferable, and no cash alternative is available. No rebate transfer, assignment or substitution by Eligible Customers is allowed.



2.7. The Program benefits are subject to withdrawal or change without notice, and we reserve the right to modify the Program, including these terms, at any time. This includes (but is not limited to) changes such as:

- a. Program qualification requirements and/or conditions;
- b. The type of benefits accruing to the various Program (as applicable);
- c. Validity duration of the Program Benefits
- d. Special features, offers and/or promotions (as applicable) may be available to various programs.
- e. No rollovers; trades in each qualifying month are calculated independently and cannot be reassigned to the next qualifying month.

2.8. You accept that you are responsible for keeping yourself updated on any changes that OANDA may implement in the Program from time to time.

If you have any questions, please feel free to contact the Relationship Management Team at sales-anz@oanda.com

3. General

3.1. By being included in the Program, you consent to OAU using such information and contacting you for the marketing efforts of OAU and/or its sponsor(s). You further consent to the public disclosure of any statement, comment or quotation that you may give and the reproduction, adaptation and translation into any language and publication of the same by OAU. You may withdraw your consent by contacting our Client Experience (“CX”) Department at +61 2 8046 6258 or frontdesk@oanda.com.

3.2. Personal data will be processed for the purposes of conducting activities related to the organization, conduct, service and settlement of the Program, conduct electronic communication, for billing and archiving purposes. Personal data will be processed until the completion of the objectives set out above or prior withdrawal of consent to the processing of personal data by Eligible Customers (in a situation where the consent is deemed appropriate basis for data processing). For more information on how OANDA processes personal data, please see our Privacy Policy available at oanda.com.

3.3. The Program is subject to, and contingent upon, your compliance with these terms and the terms of business. In addition to any other rights and remedies we may have, any breach or suspected breach of these terms and/or the terms of business will entitle us to stop paying the Bonus immediately and without prior written notice, and/or reclaim payments previously paid pursuant to these terms.

3.4. Any dispute or situation not covered by these Terms and Conditions will be resolved by our management in a manner it deems to be fairest to all concerned and that decision shall be final and binding on all parties. We reserve the right to refuse to award the benefits under the Program



if we have reasonable belief that the benefits are being abused in any way. Further, where any of these Terms and Conditions are breached or there is any reason to suspect a participant (including a Qualifying Participant) has acted fraudulently or obtained an unfair or unintended advantage pursuant to the Program, we reserve the right to stop or withdraw the benefits.

3.5. If OAU subsequently discovers that the individual is in fact not eligible for the Program, OAU may at its discretion reverse the Program benefits and credit. No individual shall be entitled to any payment or compensation from OAU should any benefits be forfeited or reclaimed.

3.6. OAU shall not be liable to any account holder or any other persons for any loss or damage arising in connection with the Program, including without limitation, any error in computing any chances, any breakdown or malfunctions in any computer system or equipment. Without prejudice to the generality of the foregoing, OAU assumes no responsibility for lost, late, misdirected, damaged, incomplete, illegible and/or postage due mail.

3.7. The decision of OAU on all matters relating to the Program shall be final and binding on all participants and any other persons, including, without limitation, any decision to cancel or suspend the Program. No correspondence(s) will be entertained.

3.8. OAU may at any time at its sole discretion, without notice or assigning any reason therefore, terminate this Program, delete, vary, supplement, amend or modify any one or more of these terms and conditions in such manner as OAU shall think fit, including without limitation, the eligibility of any customer, the bases and methods of identification of winners and any dates in connection with the Program and the qualifying period. OAU shall not, to the extent permitted by law, be liable for any claims, costs, expenses, loss or damage suffered by any person as a result of the aforementioned matters.

3.9. This Program will be governed by the laws of Australia.

3.10 If any term of these Program 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. If these Program Terms are translated into a language other than English, then the English version of the Program Terms shall prevail where there is an inconsistency.

OANDA Australia Pty Ltd is regulated by the Australian Securities and Investments Commission ASIC (ABN 26 152 088 349, AFSL No. 412981) and is the issuer of the products and/or services on this website. It's important for you to consider the current [Financial Service Guide \(FSG\)](#), [Product Disclosure Statement \('PDS'\)](#), [Target Market Determination Policy](#), [Account Terms](#) and any other relevant [OANDA documents](#) before making any financial investment decisions.