

Terms & Conditions governing OANDA Australia, 'Refer A Pro Trader' Account Opening Program

The following terms and conditions shall apply to the OANDA Australia Pty Ltd ("OANDA") 'Refer A Pro Trader' Account Opening Program ("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 OANDA from time to time. OANDA reserves its absolute rights to revise and amend these terms and conditions from time to time without prior notice. In case of disputes, the interpretations and decisions of OANDA shall be final and binding on all participants. No correspondence will be entertained.

1. Eligibility

- a. The Program is open to all existing OANDA Professional Trader account holders, who "Refer A Pro Trader", to register for a new Professional Trading Account with OANDA. All accounts are subjected to OANDA's new account requirements and must meet the approval criteria in order to be eligible for this Program.
- b. This Program is only valid for "Eligible Pro Trader" defined as:
 - A customer that has a current account with OANDA.
 - The customer is an individual and not an entity.
 - The referrer must have placed at least 1 trade in their OANDA account in the previous 6 months from the date of referral.
- c. This Program is only valid for "New Referred Pro Trader" defined as:
 - A customer that has been introduced to OANDA by an "Eligible Pro Trader".
 - The referred customer cannot be a current Retail or Professional Trader with OANDA.
 - The referred customer is an individual and not an entity.
 - The referred customer has consented to be contacted by OANDA and any other companies within the OANDA Group.
- d. This Program is only valid for the first client OANDA account applications. OANDA does not allow New Customers to open multiple accounts. In the event the New Customer does open multiple accounts, only the first account opened will be eligible for the Program.
- e. Employees of OANDA 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 organization or conduct of the Program as determined by OANDA, shall not be eligible to participate in the Program.
- f. Affiliate Partners of OANDA Australia Pty Ltd will not be considered eligible for this Program.
- g. This Program is a stand-alone offer and cannot be used in conjunction with any other reward, promotion or similar scheme offered by OANDA or any other companies within the OANDA Group.
- h. This Program is valid until further notice.

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

2. Mechanics of the Program

- a. The Program is only applicable to those Eligible Pro Traders who meet the criteria in Section 1 and refer a friend who is a New Referred Pro Trader.
- b. An “Eligible Pro Trader” should forward the details of their referred friends to referapro@oanda.com so that an OANDA representative may contact the “New Referred Pro Trader”. Please include the following details for the “New Referred Pro Trader”:
 - Full name, contact number and email address.
- c. The New Referred Pro Trader must meet one the following criteria:
 - Not be an existing customer of any OANDA division or have previously held an open or dormant account with OANDA.
 - Successfully apply for and be approved for a trading account with OANDA, and:
 - Successfully apply for, be assessed and finally approved as a Professional Trader as per the criteria set out on the Oanda website: [Professional Trader Criteria](#)
 - Tier 1 Criteria:
 - i. Deposit a minimum initial account funding of A\$5,000;
 - ii. Execute trades equivalent to 25 standard lots (open & close);
 - iii. Criterias i & ii must be met within 90 days of the initial account funding.
 - iv. Meet the criteria as set out in Tier 1 sections i, ii & iii and receive A\$500 for both the referrer and referee.

Or

 - Tier 2 Criteria:
 - i. Deposit a minimum initial account funding of A\$25,000;
 - ii. Execute trades equivalent to 50 standard lots (open & close);
 - iii. Criterias i & ii must be met within 90 days of the initial account funding.
 - iv. Meet the criteria as set out in Tier 2 sections i, ii & iii and receive A\$1,000 for both the referrer and referee.
- d. An eligible Pro Trader and new referred Pro Trader will only be paid on either Criteria Tier 1 or Criteria Tier 2, but not both.
- e. Eligible Pro Trader Customers that successfully refer new eligible pro trader customers that meet the criterias set down in section 2c will both receive the applicable reward as set down in section 2c above.
- f. No alternatives: Rewards are non-transferable and cash alternatives are not available. No reward transfer, assignment or substitution by eligible customers is allowed.
- g. This offer is subject to withdrawal or change without notice.

3. General

- a. By submitting your details and particulars, you consent to OANDA using such information, and contacting you for the marketing efforts of OANDA and/or its sponsor(s). If you wish to participate in any of our publicity events, you agree that it shall be done at your own expense. 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 OANDA.

- b. If OANDA subsequently discovers that the individual is in fact not eligible to participate in the Program, OANDA will no longer accept “New Referred Customers” from that particular individual.
- c. OANDA 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, OANDA assumes no responsibility for lost, late, misdirected, damaged, incomplete, illegible and/or postage due mail.
- d. The decision of OANDA 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.
- e. OANDA may at any time at its sole and absolute 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 OANDA 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 Program period. OANDA 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.
- f. OANDA 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.
- g. Any dispute or situation not covered by these Terms will be resolved by our management in a manner it deems to be the fairest to all concerned, and that decision shall be final and/or binding on all entrants. No correspondence will be entered into.
- h. This Program will be governed by the laws of the New South Wales and the courts of the New South Wales shall have the exclusive jurisdiction over any matter or dispute arising from this Program
- i. 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 from these Terms and shall in no way affect the legality, validity or enforceability of the remaining terms.
- j. If these Terms are translated into a language other than English, then the English version of the Terms shall prevail where there is an inconsistency.

4. Data protection

- a. Personal data of the Eligible Pro Trader and New Referred Pro Trader will be processed in accordance with applicable data protection laws.
- b. Personal data will be processed for the purposes of conducting activities related to the organization, conduct, service and settlement of the Program, and in particular to award the reward, 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 Respondent (in a situation where the consent is deemed appropriate basis for data processing).

- c. For more information on how OANDA processes your data, please see our Privacy Policy available at oanda.com.