

ETORO AUS CAPITAL PTY
ASIA March 2020 PROMOTION
TERMS AND CONDITIONS

PLEASE NOTE: IT IS YOUR SOLE RESPONSIBILITY TO REVIEW AND UNDERSTAND YOUR ELIGIBILITY TO PARTICIPATE IN OUR PROMOTIONS. IF YOU ARE PARTICIPATING IN ANY PROMOTION IN VIOLATION OF ANY POLICIES, RULES OR REGULATIONS APPLICABLE TO YOU, YOU MAY BE DISQUALIFIED FROM ENTERING OR RECEIVING REWARDS. IF YOU DO NOT AGREE WITH ANY OF THE FOLLOWING TERMS AND CONDITIONS, YOU SHOULD NOT PARTICIPATE IN SUCH CAMPAIGN.

ETORO AUS CAPITAL PTY LTD DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY FOR DISPUTES IN THAT RESPECT. THESE CAMPAIGNS' TERMS AND CONDITIONS AS AMENDED BY ETORO IN ITS SOLE DISCRETION FROM TIME TO TIME IN ACCORDANCE WITH THE PROVISIONS SPECIFIED HEREIN ("PROMOTION T&Cs") ARE MADE BETWEEN YOU AND THE PROMOTER, ETORO AUS CAPITAL PTY LTD. ALSO TRADING UNDER THE NAME "ETORO" ("US" "WE" "ETORO" OR "PROMOTER"). ETORO AUS CAPITAL PTY LTD ABN 66 612 791 803 IS THE HOLDER OF AN AUSTRALIAN FINANCIAL SERVICES LICENSE (AFSL) 491139 ISSUED BY THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION (ASIC).

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the [Terms and Conditions](#), unless the context shall otherwise require.

1. Promotion Description:

This is a promotion (the "**Promotion**") under which, during the Promotion Period, each Eligible Participant who meets the cumulative conditions will be granted with the Rewards as set forth in section 4:

- a) Registered for the Campaign on the [LP](#).
- b) Either (1) Completed full account verification and deposited funds no less than \$500 USD or (2) became a new eToro club member starting from Silver level, as described in the Promotion T&Cs, all subject to all terms herein and as shall be determined by eToro.

In addition, twenty female winners will be picked randomly (lucky draw) out of the Eligible Participants and will be granted with the Gift (the "**Campaign**"), all subject to the terms and conditions detailed below.

2. Promotion Period

The Promotion starts at **[00:00] a.m. (GMT+8)** on **March 9, 2020** ("**Start Date**"), and ends at **23:59 p.m. (GMT+8)** on **March 20, 2020** (respectively, the "**End Date**" and the "**Promotion Period**").

3. Who may participate (Eligible Participants)?

Any user that complies during the Promotion Period with all the following shall be considered an "**Eligible Participant**":

- 3.1. At least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to the Participant.
- 3.2. A user who has opened and verified an account with eToro according to eToro's procedures and policies (the "**Account**");
- 3.3. A registered user from the following countries: Malaysia, Singapore, Thailand, Philippines, Vietnam, Indonesia, Cambodia, East Timor, India, Laos, Macau, Mainland China and Taiwan ("**Allowable Countries**");
- 3.4. The user is not an employee of eToro and not an immediate family (parent, sibling, spouse, child) or household member of an eToro employee, an employee of an eToro affiliate, or a person involved in any part of the administration and execution of this Promotion;
- 3.5. Complies with any additional terms/qualifications outlined in any Promotion Publication (as defined below), if applicable.

4. **Rewards and Gifts**

4.1. Eligible Participant who has during the "Promotion Period" met the following conditions will be eligible to the following rewards/Gift:

Condition	Reward
Registered for the Campaign on the LP and completed full account verification and deposit no less than \$500 USD	\$50 USD
Registered for the Campaign on the LP and became a new eToro club member (starting from Silver level)	\$50 USD

Condition	Gift
Twenty winners picked randomly from all Eligible Female Participants	\$100 USD electronic gift card (each) (as shall be chosen by eToro at its sole discretion)

- 4.2. If you accept a Reward/Gift you will be solely responsible for all applicable taxes related to accepting the Reward. eToro shall make deductions from any Rewards' amounts granted to Eligible Participant as may be, and to the extent required under any applicable law.
- 4.3. Rewards are personal and non-transferable and shall apply solely to Account for which the promotion was made available.
- 4.4. Rewards will be funded in each Eligible User Account within 30 days following the end of the Promotion Period.
- 4.5. Gifts will be sent via email (so please check your address before submitting your participation) within 30 days following the end of the Promotion Period.
- 4.6. The results as calculated and recorded on the eToro records and systems shall be deemed final and binding with respect to the Promotion and on all Eligible Participants and prevail any example or calculation presented under any publication made in connection with any Promotion which may be provided for illustrative purposes only.

5. **Additional Terms**

- 5.1. In any case of contradiction between these Campaigns' T&Cs and any publication circulated via an email sent to you by eToro or by any such other publication mean elected by eToro in connection with the Promotion ("**Promotion Publication**"), these Promotions' T&C shall prevail unless specifically stated otherwise within such Promotion Publication.
- 5.2. These Promotion T&Cs are in addition to and should be read together with eToro AUS Capital Pty Ltd. PDS, Financial Product Terms and FSG published under the following link: <https://www.etoro.com/customer-service/terms-conditions/> (as they may be amended from time to time, the "**T&C**"), [eToro Privacy Policy](#) and [Risk Disclaimer](#) which is set out at www.etoro.com.
- 5.3. The Rewards' amounts are withdrawable in accordance with, and subject to the provisions of the T&C.
- 5.4. eToro may terminate and/or shorten, at its sole discretion, the Promotion Period, at any time before its expiration or it may extend the Promotion Period following its lapse.
- 5.5. eToro may amend the list of Allowable Countries by adding and removing countries at its sole and exclusive discretion.
- 5.6. eToro may elect to provide you with these Campaign' T&Cs and/or any other documentation, information and communications ("**Communications**") in various languages. By accepting these Promotions' T&C (in any language), you acknowledge and accept that: (a) eToro's official language is English; and (b) in the event of any discrepancy or inconsistency between any Communication in English and the same in another language, the Communication in English shall exclusively prevail.
- 5.7. At any given time, eToro may ask the participant to provide personally identifiable information. eToro reserves the right to limit, block access to its services and/or terminating the user account if such information is not provided. By providing eToro with the

information and register with eToro, the participant is confirming that any information provided is correct, accurate, updated and complete information about yourself. If any of the information you provided (including email address) is inaccurate you might not be granted with the Rewards/Gift.

- 5.8. Without limitation of any provision set forth in Our T&C and Privacy Policy, eToro will retain a participant's name, email address and any other personal data that You shall provide to us during the registration or otherwise, or during subsequent correspondence ("**Personal Information**") in order to participate in the Promotion and for contacting the winners and/or for marketing activities. Each participant has the right to access and rectify its Personal Information, in accordance with data protection laws, by contacting eToro customer services at privacy@etoro.com
- 5.9. If a user experienced data integrity issues concerning its Account statistics and therefore did not appear in the Promotion, the user will not be entitled to any Reward. Users who attempt to abuse the Promotion or manipulate their position in the ranking will forfeit their Rewards. If any participant is attempting to compromise the integrity or the legitimate operation of the Promotion by hacking or by cheating or committing fraud or manipulation in any way, including by providing false details or by false registration, eToro may seek damages from such participant to the fullest extent permitted by law. Further, eToro may refrain from granting Rewards and/or deduct any such Rewards amounts that were given to such participant under the Promotion and/or ban it from participating in any of eToro's future Promotion, so please play fairly.
- 5.10. If we suspect that a user (whether alone or with others) has manipulated or abused (or attempted to do so) the Promotion and/or otherwise acted in bad faith towards us or in a fraudulent manner, then, we reserve the right, at our sole discretion, to take the following actions with respect to any such user and/or to any person we consider is acting in concert with such user: (i) temporarily or permanently, block, suspend or terminate the services under the Account or any portion thereof and close the Account, and/or (ii) remove and/or deduct any benefit which might have been granted to such users (taking into account any loss sustained which will be fully recognized); and/or (iii) remove and/or deduct any profits gained by such users as a result of such manipulation or abuse, including by closing any open positions the applicable Account(s), and/or (iii) deny, withhold or withdraw from that user from the Promotion and any future Promotion or other promotion..
- 5.11. Eligibility to participate in any Promotion (in one of the Routes of each Completion, or Both Routes) is limited to one account per person/household or environment in which computers are shared. Users participating who have more than one trading account will be eligible for one reward only. Users opening or operating multiple accounts to benefit from the Promotion will not be entitled to receive any benefit under any Campaign. eToro reserves the right to publish a list of users disqualified from participating in any Promotion or notifying.
- 5.12. The Promotion is hosted in Australia. The Promotion will be governed by the laws of the New South Wales, Australia and by participating in any Promotion the participant consents to the exclusive jurisdiction and venue of the courts of New South Wales, Australia for any disputes arising out of the Promotion.
- 5.13. For any questions, you may have you may communicate with us via our Customer Service Center (<https://www.etoro.com/customer-service/>).
