

# ONLINE CAMPAIGN PROMOTION 2019

## TERMS AND CONDITIONS

Last update: **Jan 1, 2020**

PLEASE NOTE: IT IS YOUR SOLE RESPONSIBILITY TO REVIEW AND UNDERSTAND YOUR ELIGIBILITY TO PARTICIPATE IN THE PROMOTION. IF YOU ARE PARTICIPATING IN THE 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 THE PROMOTION. ETORO AUS CAPITAL PTY LTD DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY FOR DISPUTES IN THAT RESPECT. THESE PROMOTION'S 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). THIS PROMOTION IS OPENED TO PERSONS FROM THE FOLLOWING COUNTRY: Mainland UNDER, AND SUBJECT TO, THESE PROMOTIONS T&Cs.

### 1. General Description

We will credit up to 1000 new eToro customers who register from this link: <https://content.etoro.com/lp/cn/C307-Invest-In-Stocks/?culture=zh-cn> (the "Campaign") and which completed their verification to eToro account and deposited their first deposit amount to their real trading account during the promotion period, all subject to the terms and conditions detailed below.

### 2. What are the start and end dates (Campaign Period)?

The Promotion starts at **[08:00] a.m. (GMT+8h)** on January 1, 2020 ("Start Date"), and ends at **23:59 p.m. (GMT+8h)** on December 31, 2020 (respectively, the "End Date" and, the "Promotion Period").

### 3. Can I enter?

Any individual who is a new customer of the Promoter which: meets **all** of the following cumulative requirements on the Start Date and during the Promotion Period shall be considered an **Eligible Participant**. The Eligible Participant has to be:

- 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. Have registered via the specific link of this campaign: <https://content.etoro.com/lp/cn/C307-Invest-In-Stocks/?culture=zh-cn>
- 3.3. An eToro user who has opened an eToro account with the Promoter according to eToro's procedures and policies during the Promotion Period (the "Account");
- 3.4. A real depositor, i.e., a participant who has funded his/her Account (according to the applicable setting requiems in eToro Platform) during the Promotion Period and not solely be using the eToro Rewards ("FTD"). A "First Time Depositor" or an "FTD" shall mean the first time deposit of a new user which is not otherwise previously registered with eToro. Any user appearing in eToro's databases shall not be considered as an FTD. Any user that already deposited funds into any account with eToro and that after that made additional deposits into any account (including into new accounts maintained under a single household/control/ownership) opened with eToro, shall not be considered as qualifying as an FTD. For the purpose hereof, eToro may determine, in its sole discretion, that several accounts maintained under the same household/control/ownership shall be considered as a single account and shall not entitle the referring user to participate in this Promotion.
- 3.5. Not an employee of eToro or an eToro affiliate 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;
- 3.6. A registered user from Mainland ("Allowable Countries");

#### **4. Rewards:**

- 4.1. We will deposit with USD 25 each of the Accounts of up to the first 1000 Eligible Participants which met the entry requirements as recorded on the eToro records and systems during the Promotion Period and who have been fully verified by eToro under its policies and procedures, which includes, verification of their Account. The results as recorded on the eToro records, systems and books shall be deemed final and binding on all Eligible Participants.
- 4.2. If you accept a reward, you will be solely responsible for all applicable taxes related to accepting the reward. eToro shall make deductions from any rewards amounts made 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. If you are unable or unwilling to accept your reward, we may award it to a runner-up or not to award it at all.

#### **5. Additional Terms**

- 5.1. In any case of contradiction between these Promotion's 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 Promotion's 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](http://www.etoro.com).
- 5.3. The rewards' amounts are withdrawable in accordance with, and subject to, to provisions of the T&C with respect withdraw amounts from the Account.
- 5.4. Your participation in the Promotion and the use of any reward or benefit, and your use of any application, software, and websites in connection with such activity will be deemed to have accepted and agreed to be bound by these Promotions' T&Cs, the T&Cs, [eToro Privacy Policy](#), and [Risk Disclaimer](#).
- 5.5. eToro may terminate and/or shorten, at its sole discretion, the Promotion, at any time before the expiration of the Promotion Period, or it may extend the Promotion following the lapse of the Promotion Period.
- 5.6. Only persons who have registered with the Promoter and from the Allowable Countries are eligible to participate in the Promotion. eToro may amend the list of Allowable Countries by adding and removing countries at its sole and exclusive discretion.
- 5.7. eToro may elect to provide you with these Promotion' 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.
- 5.8. 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.
- 5.9. 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 winner 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](mailto:privacy@etoro.com)
- 5.10. Users who attempt to abuse the Promotion or manipulate their position in the ranking will forfeit their rewards in favor of the next user in line in the ranking. If any participant is attempting to compromise the integrity or the legitimate operation of the Promotion 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 amounts that were given to such participant under the Promotion and/or ban it from participating in any of eToro's future promotions, so please play fairly.

- 5.11. 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 other promotion.
- 5.12. Eligibility to participate in the Promotion 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 the Promotion.
- 5.13. The Promotion is hosted in Australia. The Promotion will be governed by the laws of the New South Wales, Australia and by participating in the 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.
- 5.14. For any questions, you may have you may communicate with us via our Customer Service Center (<https://www.etoro.com/customer-service/>).
- 5.15. The Promoter can be contacted at: **Customer Service** Telephone: **400-900-8611** Email: info@etoro.com.au or through our website at www.etoro.com

**Last Update: Jan 1, 2020**

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