

REAL TRADE COMPETITION 2019
TERMS AND CONDITIONS
Last update: March 14, 2019

PLEASE NOTE: IT IS YOUR SOLE RESPONSIBILITY TO REVIEW AND UNDERSTAND YOUR ELIGIBILITY TO PARTICIPATE IN ANY OF THE REAL TRADE COMPETITIONS. IF YOU ARE PARTICIPATING IN ANY COMPETITION 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 COMPETITION. ETORO AUS CAPITAL PTY LTD DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY FOR DISPUTES IN THAT RESPECT. THESE COMPETITIONS' TERMS AND CONDITIONS AS AMENDED BY ETORO IN ITS SOLE DISCRETION FROM TIME TO TIME IN ACCORDANCE WITH THE PROVISIONS SPECIFIED HEREIN ("COMPETITION 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). EACH COMPETITION IS OPEN TO CUSTOMERS OF THE PROMOTER ONLY (I.E., ETORO AUS CAPITAL PTY LTD ABN 66 612 791 803) FROM THE FOLLOWING COUNTRIES: Malaysia, Singapore, Thailand, Philippines, Vietnam, Indonesia, Cambodia, East Timor, India, Laos, Macau and Taiwan UNDER, AND SUBJECT TO, THESE COMPETITIONS T&Cs, AND IS NOT OPEN WHATSOEVER TO CUSTOMERS OF ANY OTHER ENTITY OF THE PROMOTER'S GROUP ENTITIES.

1. General

- 1.1. These Competitions T&Cs govern and apply to each of any of the twelve (12) monthly real trading competitions to be conducted by the Promoter in each of the Gregorian calendar months of Year 2019, subject to the terms, conditions and definitions defined and detailed below (each, hereinafter a "**Monthly Competition**" or "**Competition**").

2. Description

- 2.1. Each Monthly Competition will include one routes: the basic route which is open to eToro users meeting the entry requirements detailed in section 4.1-4.10 below (the "**Basic Route**"). These Competitions T&Cs govern and apply to Basic Routes for each Monthly Competition. Each eToro user who meet all such entry requirements for the Basic Route is referred herein as "**Eligible Participant**".
- 2.2. The first 10 Eligible Participants in the Basic Route which achieved the best performances during the Monthly Competition in each such Route, be announced as winners and be awarded with the rewards detailed below, all subject to the Competition T&Cs.
- 2.3. The Eligible Participants are allowed to freely trade all the investment products available within the eToro platform by themselves and/or by copying other traders.
- 2.4. eToro shall track all The Eligible Participants trading activity in real time over the Competition Period. eToro reserve the right to publish on the Competition landing page at: [_https://content.etoro.com/lp/cn/monthlyCompetition/?month=4&culture=en-gb](https://content.etoro.com/lp/cn/monthlyCompetition/?month=4&culture=en-gb) intermediate ranking table of all Eligible Participants in the Competition on a daily basis. Such a table may be filtered, among others, with the following information concerning each Eligible Participant: username, performances, and other scores and equity in the Account. We reserve the right to publish such table in any form or media whatsoever. The relative information will be used to promote the Competition further.

3. *What are the start and end dates (Competition Period)?*

- 3.1. Each Monthly Competition starts at **[00:00] a.m. (GMT)** on the **first day** of each of the applicable calendar month during year 2019 ("**Start Date**"), and ends at **23:59 p.m. (GMT)** of the **last day** of such applicable calendar month (respectively, the "**End Date**" and, the "**Competition Period**").

4. Who may participate (Eligible Participants)?

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

- 4.1. 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.
- 4.2. An eToro user who has opened an eToro account with the Promoter according to eToro's procedures and policies (the "**Account**");
- 4.3. An eToro user who has verified his/her Account according to eToro's procedures and policies;
- 4.4. An active eToro user who completed the process detailed in Section 5 below (finishing filling out the online application form according to and subject to, the provision of Section 5 below);
- 4.5. A real depositor, i.e., a participant who has funded his/her Account (according to the applicable setting requirements in eToro Platform).
- 4.6. An eToro user that has conducted at least one trading position in the Account (open and close at least one time, using real money).
- 4.7. Publicly share his/her trading activity within the Account at all times during the Competition Period (*Social Trading- On your homepage, click "Settings"- "Privacy"- "TRADING ACTIVITY"- "YES."*);
- 4.8. 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;
- 4.9. A registered user from the following countries: Malaysia, Singapore, Thailand, Philippines, Vietnam, Indonesia, Cambodia, East Timor, India, Laos, Macau and Taiwan ("**Allowable Countries**");
- 4.10. Complies with any additional terms/qualifications outlined in any Competition Publication (as defined below), if applicable.

5. How can I enter (Registration process to the Competition)?

- 5.1. Eligible Participant must finish filling out the online application form, including confirming these terms and conditions, via the form located at: [_https://content.etoro.com/lp/cn/monthlyCompetition/?month=4&culture=en-gb_](https://content.etoro.com/lp/cn/monthlyCompetition/?month=4&culture=en-gb_), 3 days before the Competition Start Date of the applicable calendar month ("**Recording Due Time**").
- 5.2. You need to fill in the online application form only once. In case you finished filling out the online application form after Recording Due Time, you will not enter the Competition which is performed on the same month; your recording shall apply to the Competition conducted during the followed calendar months of the Year 2019.

For example, if a person finished filling out the online application form on March 29, 2019, at 00:05 am GMT (11:05 am Australian Eastern Daylight Time – GMT+11), such recording will be applicable for the Competition of May 2019, and such person will not enter the Competition that is performed during April 2019.

- 5.3. Filling out the online application form will not relieve you from meeting the entry requirements detailed in Section 4 above to participate in a Competition. In particular, please note that you need to be a verified customer of the Promoter, including, but not only, completing all verification procedures relating to opening an Account, before the relevant Competition's Start Date.

6. Winner Determination:

- 6.1. The first 10 Eligible Participants in the Basic Route which achieved the best performances, as calculated and recorded on the eToro records and systems during the Competition Period, shall be named the winners. The results as calculated and recorded on the eToro records, systems and books shall be deemed final and binding on all Eligible Participants.
- 6.2. If we do not receive a sufficient number of Eligible Participants meeting the entry requirements, we may, at our discretion, select fewer winners than described above.
- 6.3. If two or more Eligible Participants achieved the same results, the Eligible Participant with the lower Max Drawdown Rate (as defined below) would be ranked higher. If two or more Eligible Participants have the same Max Drawdown rate, the Eligible

Participant with the higher equity in the Account will be ranked higher. If two or more Eligible Participants have equal equity in the Account, they will have the same rank.

- 6.4. We further reserve the right to publish the winners' names and counties, in any form or media whatsoever within 10 business days from the End Date.
- 6.5. For the purposes of these Competitions' T&Cs, "**performance(s)**" and "**Max Drawdown Rate**" as defined and calculated in the following link: <https://www.etoro.com/blog/from-etoro/new-user-stats-page/>

7. Rewards:

7.1. Rewards Amounts ("**Prizes**"):

7.1.1. **Basic Route:** Up to \$15,000 (in total) for the first ten (10) places, to be allocated as outlined in the table below:

Place	Reward Amount (USD)
1	5,000
2	3,000
3	2,000
4	1,000
5	1,000
6	1,000
7	500
8	500
9	500
10	500

- 7.2. We will deposit the Account of the winning Eligible Participants with the Prizes, no later than 30 days following the End Date of the applicable Competition.
- 7.3. If you accept a Prize, you will be solely responsible for all applicable taxes related to accepting the Prize. eToro shall make deductions from any Prizes' amounts made to Eligible Participant as may be, and to the extent required, under any applicable law.
- 7.4. Prizes are personal and non-transferable and shall apply solely to Account for which the Competition was made available.
- 7.5. If you are unable or unwilling to accept your prize, we may award it to a runner-up or not to award it at all.
- 7.6. The results as calculated and recorded on the eToro records and systems shall be deemed final and binding with respect to the Competition and on all Eligible Participants and prevail and example or calculation presented under any publication made in connection with any Competition which may be provided for illustrative purposes only.

8. Additional Terms

- 8.1. In any case of contradiction between these Competitions' 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 Competition ("**Competition Publication**"), these Competitions' T&C shall prevail unless specifically stated otherwise within such Competition Publication.
- 8.2. These Competition 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.
- 8.3. The Prizes' amounts are withdrawable in accordance with, and subject to, to provisions of the T&C with respect withdraw amounts from the Account.
- 8.4. Your participation in the Competition and the use of any Prize 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](#).

- 8.5. eToro may terminate and/or shorten, at its sole discretion, the Competition, at any time before the expiration of the Competition Period, or it may extend the Competition following the lapse of the Competition Period.
- 8.6. Only users who have registered with the Promoter and from the Allowable Countries are eligible to participate in the Competition. eToro may amend the list of Allowable Countries by adding and removing countries at its sole and exclusive discretion.
- 8.7. eToro may elect to provide you with these Competition' 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.
- 8.8. 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.
- 8.9. 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 Competition 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
- 8.10. If a user experienced data integrity issues concerning its Account statistics and therefore did not appear in the Competition, the user will not be entitled to any Prize or reward. Users who attempt to abuse the Competition or manipulate their position in the ranking will forfeit their Prize 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 Competition 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 Prizes and/or deduct any such Prizes' amounts that were given to such participant under the Competition and/or ban it from participating in any of eToro's future Competitions and other promotions, so please play fairly.
- 8.11. If we suspect that a user (whether alone or with others) has manipulated or abused (or attempted to do so) the Competition 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 Competition and any future Competition or other promotion..
- 8.12. Eligibility to participate in any Competition (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 Competition will not be entitled to receive any benefit under any Competition. eToro reserves the right to publish a list of users disqualified from participating in any Competition or notifying.
- 8.13. The Competition is hosted in Australia. The Competition will be governed by the laws of the New South Wales, Australia and by participating in any Competition 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.
- 8.14. For any questions, you may have you may communicate with us via our Customer Service Center (<https://www.etoro.com/customer-service/>).
- 8.15. The Promoter can be contacted at: ___Customer service_____ Telephone: +60392126765(Malaysia)___ Email: info@etoro.com.au or through our website at www.etoro.com

Last Update: __ March 14, 2019 __
