

## Introduction

1. These terms and conditions ("Terms") form the basis of the offer to participate in the CMC Markets Cashback Offer ("Offer").
2. Taking part in this Offer constitutes acceptance of these Terms. CMC Markets Canada Inc. is the provider of this Offer ("CMC Markets"). CMC Markets reserves the right to vary or cancel any of these Terms at any time, subject to applicable laws.
3. Capitalised terms used but not defined herein have the meaning given to them in the given to them in the CMC Markets Canada Inc. Terms of Business (the "Terms of Business").

## Conditions of Eligibility

4. The Offer is available to customers who have satisfied the Eligibility Criteria for the Offer ("Eligible Customer").
5. The Eligibility Criteria for the Offer are:
  - (a) the customer does not have, or has not had, a live CFD Trading Account on the Platform in the period 12 months preceding the Offer Period;
  - (b) the customer is a resident of Canada;
  - (c) the customer is invited to participate in the Offer by CMC Markets;
  - (d) the customer is not an immediate family member of an employee of CMC Markets or any other company within its group as determined by CMC Markets in its absolute discretion;
  - (e) the customer must have good knowledge and understanding of trading derivatives and the relevant risks; and
  - (f) during the Offer Period the customer opens a live CFD Trading Account ("Account") via the landing page link, Accounts opened via any other method will result the Cashback payment not being credited to the customer's Account.

## Offer Period

6. The Offer is open from 10 October 2017 and ends on 31 December 2017 ("Offer Period").

## The Offer

7. The Offer entitles an Eligible Customer to receive a rebate of 100% of the applicable Spread, Commission and Holding Costs of executed Margin Trades (the "Cashback").
8. The Cashback is available for 30 days from the date of Account Opening ("Rebate Period"). For the avoidance of doubt, the Cashback will only be available during the Rebate Period.
9. The Cashback is subject to a maximum payment of CAD\$400 (or Account Currency equivalent). If you accumulate more than CAD\$400 in Spread, Commission and Holding Costs during the Rebate Period, no additional rebate will be payable to you.
10. The amount of the Cashback earned will be credited to your Account after the end of the Rebate Period. CMC Markets will be not liable for any (direct or indirect) loss caused by a delayed or missed Cashback payment.
11. The Cashback payment will be made in CAD or Account Currency equivalent.
12. The Cashback payment does not represent a commitment to make further payments in the future.
13. The Cashback will not be payable in respect of any Trades that are subsequently voided, reversed or cancelled by CMC Markets in accordance with our Terms of Business. If the Cashback has already been paid in respect of any Trades that are subsequently voided, reversed or cancelled by CMC Markets, CMC Markets will deduct the Cashback paid in respect of such Trades from your Account.
14. The Cashback payment cannot be used to satisfy your total margin requirement, until such time as the payment has been credited to your Account. Please note that normal rules and procedures in relation to an Account Close-Out will continue to apply and you should not rely on a Cashback payment to prevent an Account Close-out.

15. The Cashback 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 Cashback immediately and without prior written notice, and/or reclaim payments previously paid pursuant to these terms.
16. Each person who successfully takes part in the Offer is responsible for any and all taxes payable (if any) as a result of this Offer being awarded, received or accepted.

## Legal

17. A failure by CMC Markets to enforce any of these terms and conditions in any instance(s) will not give rise to any claim by any person or prevent CMC Markets from taking enforcement action later.
18. The Offer is only available once for each customer and does not include multiple accounts being opened by the same customer.
19. The Offer cannot be combined or used in conjunction with any other introductory offer, rebate or promotion offered by CMC Markets. This includes, but is not limited to, cash rebates based on volume of trading, as described on our website.
20. This Cashback offer must only be used for personal and non-commercial purposes. The personalised links should not be published or distributed publicly.
21. All persons taking part in the Offer, to the maximum extent permitted by law, release from, and indemnify CMC Markets against, all liability, cost, loss or expense arising out of or in connection with the Offer including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to any negligent act or omission or otherwise.
22. CMC Markets will not be liable to you in relation to the Offer (including for any losses arising as a result of use of the Offer) and the provisions of clause 7.2 of the Terms of Business shall apply to the Offer as if set out here in full.
23. The Offer should not form the basis of any decisions made in relation to potential Trades or Account activity. Furthermore, a Cashback payment is not intended to limit your liability in respect of Trades and may not be used to set-off any payment obligations towards us.
24. CMC Markets retains the right to withdraw or amend the Offer at any time, without prior notice and at its sole discretion.
25. These terms (including any dispute arising out of or in connection with them) are subject to Canadian law and the exclusive jurisdiction of the Canadian courts.

## Risk Warning

26. Please note that derivative products can be risky and are not suitable for all investors. You do not own, or have any interest in, the underlying securities. Consequently, you should consider your objectives, financial situation and needs before making any decision about whether to acquire derivative products.
27. These Terms and Conditions are dated 1 October 2017.