

## Introduction

1. These terms and conditions ("Terms") constitute an offer to participate in the CMC Markets Invest entitled Transfer Offer ("Offer").
2. Participating in the Offer constitutes acceptance of these Terms. CMC Markets Stockbroking Limited (ABN 69 081 002 851, AFS Licence No. 246381) ("CMC Markets") is the provider of the Offer. CMC Markets reserves the right to vary or cancel any of these Terms or the Offer at any time, subject to applicable laws.
3. Capitalised terms used but not defined herein have the meaning given to them in the CMC Markets Invest Terms and Conditions ("T&Cs") and CMC Markets Invest Financial Services Guide ("FSG") available [here](#).

## Conditions of Eligibility

4. The Offer is available to new and existing customers who have satisfied the eligibility criteria ("Eligibility Criteria") for the Offer ("Eligible Customer").
5. The Eligibility Criteria for the Offer are that during the Offer Period referred to in section 15 below:
  - (a) the customer is a resident of Australia, aged 18 and over;
  - (b) the customer is not an immediate family member of an employee of or contractor to CMC Markets or any of its related bodies corporate as determined by CMC Markets in its absolute discretion;
  - (c) the customer holds a share trading account with CMC Markets ("Trading Account"), or if the customer does not hold a Trading Account, applies for, and is approved to open such an account on the CMC Markets Invest platform; and
  - (d) the customer transfers a minimum of AUD \$10,000 worth of either International Securities or Australian securities from a broker other than CMC Markets to the customer's Trading Account, by submitting a complete and valid [Transfer CHESS Holdings form](#) or [International Broker to Broker Transfer Form](#) and a copy of photo ID which includes the customer's full name to CMC Markets (at [scrip@cmcmarkets.com.au](mailto:scrip@cmcmarkets.com.au)), including the promo code, **\$100REWARD**, in the subject line of the email.
6. CMC Markets will determine the value of any:
  - (a) International Securities or Australian securities using the closing price for those securities as listed on the ASX or the relevant International Exchange (as applicable) on the Business Day immediately prior to the day which the Eligible Customer satisfies the Eligibility Criteria; and
  - (b) International Securities using the currency exchange rate for the relevant currencies the International Securities are denominated in against the Australian Dollar, as of 1 May 2024.
7. The Offer is not available for and shall not apply in respect of:
  - (a) Trading Accounts that form part of a deceased estate;
  - (b) Trading Accounts that are banned or suspended;
  - (c) issuer sponsored International Securities transfers; and
  - (d) other securities that CMC Markets deems at its absolute discretion are not eligible for transfer, including without limitation US OTC stocks, certificated stocks and fractional shares.
8. The Offer is only available for Eligible Customers who transfer holdings from an equivalent account type. The account name from which the Eligible Customer's holdings originate must exactly match the account name for the Trading Account.
9. In participating in the Offer the customer represents and warrants to CMC Markets that it satisfies the Eligibility Criteria during the Offer Period referred to in section 15.

## The Offer

10. The Offer entitles an Eligible Customer to receive:
  - (a) in the case of a transfer of International Securities to the customer's Trading Account, a waiver of CMC Markets' transfer fee for International Securities (valued at AUD \$20 per international shareholding); and
  - (b) an AUD \$100 Trading Account credit.
11. The Trading Account credit will be deposited into the Eligible Customer's Trading Account on or within approximately 30 days after the Eligible Customer's first effective transfer of International Securities or Australian securities, as applicable, to CMC Markets. The Trading Account credit is only available once per Trading Account.
12. The Offer is not redeemable for cash or any other benefit, and cannot be transferred, exchanged or otherwise dealt with.
13. Any customer who participates in the Offer is responsible for any and all taxes payable (if any) as a result of such participation.
14. The Offer is subject to, and contingent upon, the Eligible Customer's compliance with these Terms and the T&Cs. In addition to any other rights and remedies CMC Markets may have, any breach or suspected breach of these Terms and/or the T&Cs will entitle CMC Markets to exercise its rights pursuant to these Terms and the T&Cs.

## Offer Period

15. The Offer is open from 11:59pm on 30 April 2024 and ends at 11:59pm on 30 September 2024 ("Offer Period"), unless otherwise extended or varied by CMC Markets.
16. The Offer Period may be extended or otherwise varied by CMC Markets at any time without prior notice to a customer by updating these Terms on its website.

## Legal

17. In participating in the Offer, each Eligible Customer agrees that they will not transfer any International Securities or Australian securities, which were transferred to CMC Markets to satisfy the Eligibility Criteria, to a broker other than CMC Markets for a period of three months starting on the day the Eligible Customer satisfies the Eligibility Criteria.
18. Each Eligible Customer may participate in the Offer in respect of one Trading Account which satisfies the Eligibility Criteria.
19. The Offer may be combined or used in conjunction with other introductory offers, rebates or promotions offered by CMC Markets.
20. All securities transfer requests are subject to approval at CMC Markets' absolute discretion in accordance with the T&Cs.
21. The Offer should not form the basis of any decisions made in relation to potential trades or Trading Account activity. Furthermore, the Offer does not intend to limit your liability in respect of Trades and may not be used to set-off any payment obligations towards us.
22. CMC Markets retains the right to withdraw or amend the Offer at any time, without prior notice and in its sole discretion.
23. CMC Markets' decisions in any matter in relation to this Offer will be final and conclusive. All valuations and calculations for the purposes of the Offer will be determined by CMC Markets and are final and binding on any customer.
24. A failure by CMC Markets to enforce any of these Terms in any instance(s) will not give rise to any claim by any person or prevent CMC Markets from taking enforcement action later.
25. CMC Markets reserves the right to refuse this Offer to any person.
26. This Offer must only be used for personal and non-commercial purposes.
27. All persons participating in the Offer, to the maximum extent permitted by law, release from, and indemnify CMC Markets against, all liability, cost, loss or expense ("Liability") 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, except where such Liabilities were directly caused by CMC Markets' negligence, wilful misconduct or dishonesty.
28. Except where any liability has been directly caused by CMC Markets' negligence, wilful misconduct or dishonesty, CMC Markets will not be liable to any customer in relation to the Offer (including for any losses arising as a result of participation in the Offer) and the provisions of clauses 28 and 29 of the T&Cs shall apply to the Offer as if set out in full.
29. The Offer and these Terms are governed by the laws of New South Wales and are subject to the exclusive jurisdiction of the courts of New South Wales.
30. These Terms are dated 30 April 2024.

## Risk Warning

31. Any customer participating in the Offer should consider their objectives, financial situation and needs before making any decision about whether to acquire any financial products. It is important for any customer participating in the Offer to consider the relevant T&Cs and any other relevant CMC Markets documents before they decide whether or not to acquire any relevant financial products.