

Introduction

1. These terms and conditions ("Terms") form the basis of the offer to participate in the CMC Markets Rebate Offer ("Offer").
2. Taking part in this Offer constitutes acceptance of these Terms. CMC Markets Stockbroking Limited (ABN 69 081 002 851, AFSL No. 246381) (participant of the ASX Group (Australian Securities Exchange) and SSX (Sydney Stock Exchange) and Chi-X (Chi-X Australia)), is the provider of this Offer ("CMC Markets").
3. CMC Markets reserves the right to vary or cancel any of these Terms at any time, subject to applicable laws.
4. Capitalised terms used but not defined herein have the meaning given to them in the CMC Markets Terms and Conditions ("T&Cs") and Financial Services Guide ("FSG").

Conditions of Eligibility

5. The Offer is available to customers who have satisfied the Eligibility Criteria (see below) for the Offer ("Eligible Customer").
6. The Eligibility Criteria for the Offer are:
 - (a) the customer has received a unique promotional code from Sharesight Pty Ltd (ACN 36 151 146 726);
 - (b) the customer opens a new live Stockbroking Trading Account during the Offer Period (defined below);
 - (c) 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; and
 - (d) the customer is not an institutional or intermediary client of CMC Markets.

Offer Period

7. The Offer is open from 8 December 2020 and ends on 8 March 2021 ("Offer Period").
8. The Offer Period may be extended or otherwise varied by CMC Markets at any time without prior notice by updating these Terms on its Website.

The Offer

9. The Offer entitles an Eligible Customer to receive a rebate equal to the brokerage on the first five (5) trades during the Validity Period (see below) placed through their Trading Account (the "Rebate").
10. The Rebate will be valid for no longer than 90 calendar days from the day on which the Rebate is made available on the Eligible Customer's Trading Account ("Validity Period").
11. The Eligible Customer must disclose the unique promotional code during the application process.
12. The Rebate will be available on the Eligible Customer's Trading Account from the date on which the Trading Account is opened and can only be used within the Validity Period.
13. The Rebate is available for online and telephone orders of domestic and International Securities.
14. The Rebate is subject to a maximum payment of AUD\$59.95 per trade. Brokerage will be shown on the trade confirmation. No additional rebate will be payable to you. This Offer is not redeemable for cash and is not transferable.
15. The amount of any Rebate earned will be credited to the Eligible Customer's Trading Account on a daily basis and usually at the end of each trading day. CMC Markets will not be liable for any (direct or indirect) loss caused by a delayed or missed Rebate payment.
16. The Rebate payment will be made in AUD.
17. The Rebate payment does not represent a commitment to make further payments in the future.
18. The Rebate will not be payable in respect of any trades or orders that are not settled, or are subsequently voided, reversed or cancelled by CMC Markets in accordance with our T&Cs. If the Rebate has already been paid in respect of any trades that are not settled, or are subsequently voided, reversed or cancelled by CMC Markets, CMC Markets will deduct the Rebate paid in respect of such trades from the Eligible Customer's Trading Account.

19. The Rebate payment cannot be used to satisfy your total margin requirement, until such time as the payment has been credited to the Eligible Customer's Trading Account. Please note that normal rules and procedures in relation to a Trading Account close out will continue to apply and you should not rely on a Rebate payment to prevent a close out.
20. The Rebate is subject to, and contingent upon, your compliance with these Terms and the T&Cs. In addition to any other rights and remedies we may have, any breach or suspected breach of these Terms and/or the T&Cs will entitle us to stop paying the Rebate immediately and without prior written notice, and/or reclaim payments previously paid pursuant to these Terms.
21. 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

22. 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.
23. The Offer is only available once for each Trading Account.
24. The Offer cannot be combined or used in conjunction with any other introductory offer, rebate or promotion offered by CMC Markets.
25. This Offer must only be used for personal and non-commercial purposes. Any personalised links should not be published or distributed publicly.
26. 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.
27. CMC Markets will not be liable to you in relation to the Offer (including for any losses arising as a result of the use of the Offer) and the provisions of clauses 25 and 26 of the T&Cs shall apply to the Offer as if set out in full.
28. The Offer should not form the basis of any decisions made in relation to potential trades or Trading Account activity. Furthermore, a Rebate 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.
29. CMC Markets retains the right to withdraw or amend the Offer at any time, without prior notice and at its sole discretion.

Risk Warning

30. You should consider your objectives, financial situation and needs before making any decision about whether to acquire any financial products. It is important for you to consider the relevant T&Cs and any other relevant CMC Markets' documents before you decide whether or not to acquire any of the financial products.
31. These Terms are dated 3 December 2020.