

Introduction

1. These Alpha Promotion Terms and Conditions (the “**Terms**”) form the basis of the opportunity to participate in the CMC Markets Canada Inc. (“**CMC Markets**”) Alpha promotion (the “**Promotion**”).
2. Taking part in this Promotion constitutes your acceptance of these Terms. CMC Markets is the provider of this Promotion.
3. Capitalized terms used, but not defined herein, have the meaning given to them in the Terms of Business applicable to your Account (the “**TOBs**”).

The Conditions of Eligibility

4. The Promotion is available on an invitation only basis to clients who have satisfied the Eligibility Criteria (set out below) for the Promotion (the “**Eligible Customer**”).
5. To be eligible for the Promotion, the Eligible Customer must:
 - (a) Currently have a live and active CFD Account on either our Next Generation Platform or on the MT4 Platform;
 - (b) Be an existing client of CMC Markets who has obtained Alpha status;
 - (c) Have been invited by email directly by CMC Markets to participate in the Promotion;
 - (d) Be a resident of Canada; and
 - (e) Not be a director, officer, employee, representative, agent or advisor of CMC Markets, or an immediate family member of a director, office, employee, representative, agent or advisor of CMC Markets or of any other company within the CMC Markets’ group, as determined by CMC Markets in its sole and absolute discretion.(collectively referred to as the “**Eligibility Criteria**” to become an Eligible Customer).
6. Notwithstanding the above, CMC Markets shall have absolute and sole discretion to refuse to provide the Promotion to any Eligible Customer without cause. CMC Markets’ decision in relation to whether customers are Eligible Customers and whether Eligible Customers have met the Eligibility Criteria in accordance with these Terms will be final.

The Promotion Period

7. The Promotion begins on 24 September 2024 and will remain open until such time as determined by CMC Markets in its sole and absolute discretion (the “**Promotion Period**”).

The Promotion

8. The Promotion entitles an Eligible Customer to receive from CMC Markets a free three-month “Bloomberg”¹ digital subscription (the “**Subscription**”) from the date of activation of the Subscription.
9. The Subscription will automatically expire after three months from the date of activation of the Subscription (the “**Subscription Term**”).
10. The Subscription is provided through Bloomberg LP, a third-party provider, and its use may be subject to additional terms and conditions, eligibility requirements or instructions imposed by

¹ ‘Bloomberg’ is a trademark of Bloomberg LP.

Bloomberg LP on Eligible Customers.

11. Eligible Customers will be invited by CMC Markets to participate in the Promotion through email using the email address associated with their Account. The invitation email will contain an opt-in link for the Subscription (the “**Subscription Confirmation Email**”). Eligible Customers will have to follow the instructions given in the Subscription Confirmation Email in order to activate the Subscription. Eligible Customers will then receive an email confirming their Subscription details and access links.
12. Once the Subscription Term expires, CMC Markets may, in its sole and absolute discretion, invite by email an Eligible Customer who continues to satisfy the Eligibility Criteria to participate again in the Promotion.
13. Multiple accounts opened or owned by the same Eligible Customer will not be eligible for the Promotion. This Promotion will be limited to one Subscription per Subscription Term for each Eligible Customer, regardless of the number of Accounts the Eligible Customer may hold.
14. The Promotion may not be claimed by a third party on your behalf.
15. This Promotion is subject to, and contingent upon, your compliance with these Terms and the TOBs applicable to your Account. In addition to any other rights and remedies we may have, any breach or suspected breach of these Terms and/or the TOBs applicable to your Account will entitle us to terminate your Subscription, at our sole and absolute discretion, and without prior notice.
16. Notwithstanding any other term in this document, CMC Markets reserves the right to cancel any Subscription for your Account at any time and in its sole and absolute discretion, including but not limited to where CMC Markets may consider it appropriate or where CMC Markets has exercised its right to close your Account in accordance with the TOBs.
17. Each Eligible Customer who takes part in this Promotion is responsible for any and all taxes payable (if any) as a result of this Promotion being awarded, received or accepted.

Legal

18. CMC Markets retains the right to substitute the Promotion with another item of similar value in the event the original Promotion is not available due to circumstances beyond CMC Markets’ reasonable control.
19. 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.
20. CMC Markets does not accept any responsibility if you are not able to accept the Promotion.
21. The Promotion is non-exchangeable, non-transferable, and is not redeemable for other promotions.
22. CMC Markets accepts no responsibility for any costs associated with the Promotion and not specifically included. In particular, CMC Markets accepts no responsibility and shall not be liable for any taxes, fees, charges or other costs associated with the Promotion.
23. This Promotion must only be used for personal and non-commercial purposes. The Promotion should in no event be advertised, published or distributed publicly by anyone else than CMC Markets or without CMC Markets’ prior written authorization.
24. CMC Markets and its affiliates shall have no liability to you in relation to the Promotion or for any claim arising as a result of your use of the Promotion (including any investment losses arising from or in connection with any trades or orders directly or indirectly placed as a result

of using the Promotion or Subscription) except as expressly set out in these Terms. All persons taking part in the Promotion, to the maximum extent permitted under Applicable Law, release and indemnify CMC Markets from and against all liability, claims, costs, losses, damages or expenses, whether direct, foreseeable, indirect, consequential, incidental, special or punitive, and whether arising in contract, tort or otherwise out of or in connection with this Promotion and the Subscription.

25. CMC Markets does not warrant and assumes no responsibility for the quality or otherwise of the Promotion, which is provided on an “as is” basis. CMC Markets does not make any representations, assurances or give any warranties in relation to the Promotion. All warranties, terms or conditions as to title, fitness for purpose, quality, enjoyment and other terms, whether implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded. For the avoidance of doubt, CMC Markets shall have no liability for errors in, or interrupted access or use of, the Subscription.
26. CMC Markets is not responsible for any third-party content, products and services offered as part of the Promotion. The content, products and services offered as part of the Promotion are prepared and supplied by independent third parties that are not affiliated with CMC Markets, and no representation is made that such content has been prepared in accordance with Applicable Law. You are fully responsible for any investment decisions that you make and any profits or losses that may result thereof. CMC Market and its affiliates do not accept any liability for any investment loss arising from any use of the third-party content, products or services.
27. CMC Markets reserves the right to withdraw or cancel the Promotion or amend these Terms at any time and/or from time to time, without prior notice, and at its sole and absolute discretion, by updating these Terms on its Website.
28. Except where you are a resident of the Province of Québec:
 - (a) These Terms and any non-contractual obligations arising out of or in connection with the Terms are governed by, and interpreted in accordance with, the laws of the Province of Ontario and any applicable federal laws;
 - (b) each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom; and
 - (c) all judicial or administrative actions or proceedings arising directly or indirectly hereunder, whether brought by you or CMC Markets, shall be held within the judicial region of Toronto, Ontario.
29. If you are a resident of the Province of Quebec:
 - (a) These Terms and any non-contractual obligations arising out of or in connection with the Terms are governed by, and interpreted in accordance with, the laws of the Province of Quebec and any applicable federal laws;
 - (b) each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Province of Quebec and all courts competent to hear appeals therefrom; and
 - (c) all judicial or administrative actions or proceedings arising directly or indirectly hereunder, whether brought by you or CMC Markets, shall be held within the judicial district of Montreal, Province of Quebec.

Privacy

30. Any personal data collected will be handled in accordance with the CMC Markets privacy policy which can be viewed at <https://www.cmcmarkets.com/en-ca/privacy>.

Risk Warning

31. This Promotion should not form or be at the basis of any decisions made in relation to potential Trades or Account activity.
32. Investing in CMC Markets Products, including derivatives, carries significant risks and is not suitable for all investors. CFDs are leveraged products and carry a high level of risk to your capital as prices may move rapidly against you. Losses can exceed your deposits and you may be required to make further payments. If you choose to invest in our Products, you will not own, or have any interest in, the underlying assets to our Products. Consequently, you should always consider your objectives, financial situation and needs before making any decision about whether to acquire our Products.

These Terms are dated 24 September 2023.