

## Introduction

1. These terms and conditions (“Terms”) form the basis of the offer to participate in the CMC Markets Invest Transfer Offer (“Offer”).
2. Taking part in this Offer constitutes acceptance of these Terms. CMC Markets Stockbroking Limited (ABN 69 081 002 851, AFS Licence No. 246381) 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 CMC Markets Invest Terms and Conditions (“T&Cs”) and CMC Markets Invest Financial Services Guide (“FSG”).

## Conditions of Eligibility

4. The Offer is available to new and existing customers who have satisfied the Eligibility Criteria for the Offer (“Eligible Customer”).
5. The Eligibility Criteria for the Offer are:
  - (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 CMC Markets or any other company within its group as determined by CMC Markets in its absolute discretion;
  - (c) the customer holds a share trading account, or if the customer does not already hold one, applies for and is approved to open a new share trading account, with CMC Markets on the CMC Markets Invest Platform (‘Trading Account’) during the Offer Period; and
  - (d) during the Offer Period, the customer submits a complete and valid [International Broker to Broker Transfer Form](#) to CMC Markets (at scrip@cmcmarkets.com.au) to transfer at least one international stockholding with another broker to the customer’s Trading Account.
6. The Offer is not available for:
  - (a) Trading Accounts that form part of a deceased estate;
  - (b) Trading Accounts that are banned or suspended;
  - (c) trades executed on the IRESS platform;
  - (d) issuer sponsored international stock transfers; and
  - (e) other shares that are not eligible for transfer at CMC Markets’ absolute discretion, such as US OTC stocks, certificated stocks and fractional shares.

## Offer Period

7. The Offer is open from 3:00 pm 15 May 2023 AEST and ends at 11.59pm on 30 November 2023 AEST (“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) a waiver of CMC Markets’ transfer fee for international share holdings (valued at AUD \$20 per international shareholding) on any transfer size (usually restricted to a minimum transfer amount of AUD \$10,000 per holding); and
  - (b) an AUD \$100 Trading Account credit.
10. The Trading Account credit will be deposited into the Eligible Customer’s Trading Account on or approximately 30 days after the Eligible Customer’s first successful transfer of an international holding to CMC Markets. The Trading Account credit is only available once per Trading Account.
11. The Offer is not redeemable for cash, and cannot be transferred, exchanged or otherwise dealt with.
12. 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.
13. 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 us to exercise our rights pursuant to these Terms or our T&Cs.

## Legal

14. Each Eligible Customer may utilise the Offer for any number of Trading Accounts which satisfy the Eligibility Criteria.
15. 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.
16. The Offer may be combined or used in conjunction with other introductory offers, rebates or promotions offered by CMC Markets.
17. All stock transfer requests are subject to approval at CMC Markets' absolute discretion.
18. 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.
19. CMC Markets retains the right to withdraw or amend the Offer at any time, without prior notice and in its sole discretion.
20. 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.
21. 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.
22. CMC Markets reserves the right to refuse this Offer to any person.
23. This Offer must only be used for personal and non-commercial purposes.
24. 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 ("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.
25. Except where any liability has been directly caused by CMC Markets' negligence, wilful misconduct or dishonesty, 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.
26. This 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.
27. These Terms are dated 12 May 2023.

## Risk Warning

28. 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.