

## Introduction

1. These terms and conditions (“Terms”) form the basis of the offer to participate in the Red Friday Investment Portfolios 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”).
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 Invest Terms and Conditions (“T&Cs”) and CMC Markets Invest Financial Services Guide (“FSG”).

## Conditions of Eligibility

5. The Offer is available to new customers who have satisfied the Eligibility Criteria for the Offer (“Eligible Customer”).
6. The Eligibility Criteria for the Offer are:
  - (a) the customer applies and is approved for a new live CMC Markets Invest Trading Account (“Trading Account”) during the Offer Period (defined below);
  - (b) the customer has never held a Trading Account with CMC Markets;
  - (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 22 November 2022 and ends on 29 November 2022 (“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 and the Free Trial

9. The Offer entitles an Eligible Customer to redeem a free 12-month subscription to CMC Markets’ Investment Portfolio service, comprising of up to five investment portfolios and valued up to \$1,560 (“Free Trial”).
10. To redeem the Free Trial, Eligible Customers must:
  - (a) log in to their Trading Account and click ‘Subscribe Now’ on the CMC Markets Investment Portfolio webpage, available [here](#),
  - (b) select up to five investment portfolios to subscribe to;
  - (c) provide a valid payment method acceptable to CMC Markets (a refunded \$1 verification charge may be required); and
  - (d) confirm the subscription by reading and agreeing to the [CMC Markets Invest Investment Portfolios Subscription Terms of Service](#) and [Privacy Statement](#).
11. The Free Trial must be redeemed by 31 December 2022 (“Redemption Date”). CMC Markets assumes no responsibility for an Eligible Customer’s failure to redeem the Free Trial by the Redemption Date.
12. Once redeemed, Eligible Customers may cancel the Free Trial at any time during the 12 month free subscription period (“Free Trial Period”). If an Eligible Customer has not cancelled the Free Trial at least 24 hours before the end of the Free Trial Period, the Free Trial will automatically convert to a paid subscription at the end of the Free Trial Period and Eligible Customers will be charged the monthly subscription fee on a recurring basis through their designated payment method. The monthly subscription fee will depend on the amount of investment portfolios subscribed to. For more information on Investment Portfolio subscription fees, please review the FSG, available [here](#).
13. The Free Trial is not redeemable for cash, and cannot be transferred, exchanged or otherwise dealt with.
14. CMC Markets retains the right to substitute the prize with another item of similar value in the event the original prize is not available due to circumstances beyond CMC Markets’ reasonable control.
15. The Free Trial 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 revoke the Free Trial immediately and without prior written notice.
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 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 per new customer that applies and is approved for a Trading Account during the Offer Period.
19. The Offer cannot be combined or used in conjunction with any other introductory offer, rebate or promotion offered by CMC Markets.
20. CMC Markets reserves the right to refuse this offer to any person.
21. This Offer must only be used for personal and non-commercial purposes.
22. 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.
23. 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.
24. The Offer should not form the basis of any decisions made in relation to potential trades or Trading Account activity.
25. CMC Markets retains the right to withdraw or amend the Offer at any time, without prior notice and at its sole discretion.

## Risk Warning

26. 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.
27. The information, data, analyses and opinions ("Information") contained within our 'Investment Portfolios' and associated 'Analysis + Updates' publications are provided by Rivkin Securities Pty Ltd (ABN 87 123 290 602; AFSL 332 802) ("Rivkin"), an external source, and (1) include the proprietary information of Rivkin and its content providers; (2) may not be copied or redistributed except as specifically authorised; (3) do not constitute personal financial product advice as they have been prepared without considering your objectives, financial situation or needs; (4) are provided solely for informational purposes; (5) are not warranted to be complete, accurate or timely; (6) may be drawn from data published on various dates. Neither CMC Markets nor Rivkin is responsible for any trading decisions, damages or other losses related to the Information or its use. CMC Markets and Rivkin are not representatives of each other. The Information is not intended as and does not constitute an offer or solicitation for the purchase or sale of any financial instrument. CMC Markets is an execution only service and does not endorse or recommend any Information contained within the publication. You should use your own judgement when using this service. We do recommend that you use as many different sources of information as possible when analysing market developments and we do not warrant the suitability of this service as a trading aid. Please verify all of the Information before using it and don't make any investment decision except upon the advice of a professional financial adviser. Past performance is no guarantee of future results. The value and income derived from investments may go down as well as up. Any Information shall only be available in the English language, irrespective of any language preference you have specified on the Platform.
28. These Terms are dated 21 November 2022.