# **Invest Tier Launch Promotion**

CMC Markets Singapore Invest Pte. Ltd.

Offer Period: From 8 April 2024

#### Introduction

- 1. These terms and conditions ("Terms") form the basis of the offer to participate in the "Invest Tier Launch Promotion" Offer ("Offer").
- 2. Accepting this Offer constitutes acceptance of these Terms.
- 3. CMC Markets Singapore Invest Pte. Ltd. (UEN 202217639M) ("CMC Invest"), is the provider of this Offer. CMC Invest is regulated by the Monetary Authority of Singapore.
- 4. CMC Invest reserves the right to vary or cancel any of these Terms at any time, subject to applicable laws.
- 5. Capitalised terms used but not defined herein have the meaning given to them in the CMC Invest General Terms and Conditions ("GTCs") and shall be construed accordingly.

### **Conditions of Eligibility**

6. The Offer is available to all live unrestricted Accounts on the CMC Invest Platform that are on the "Gold" Account Tier as at the Launch (as hereinafter defined) or opened an Account on the "Gold" Account Tier after the Launch and during the Offer Period (collectively, the "Eligible Accounts").

#### Offer Period

7. The Offer is open from 10:00am on 8 April 2024 ("Launch") until such time, or such other period as may be determined by CMC Invest in its sole discretion ("Offer Period").

#### The Offer Mechanics

- 8. To celebrate the launch of the new "Invest" Tier, CMC Invest will be offering a complimentary 12-month upgrade to the "Invest" Account Tier for all Eligible Accounts (the "Upgrade"). The aforementioned 12 months will run from the date the Upgrade is effected by CMC Invest.
- 9. Eligible Accounts which are opened successfully as at the Launch may automatically receive the Upgrade by 11 April 2024.
- 10. Eligible Accounts which are opened successfully after the Launch may automatically receive the Upgrade within 5 Business Days of Account opening.
- 11. The current, benefits and content for the "Invest" Account Tier will be reflected on the Website. CMC Invest may from time to time make changes to the Account Tiers, including but not limited to the price, benefits and content.

- 12. After the expiration of the Upgrade, the Account will be set back to the "Gold" Account Tier or such other Account Tier as CMC Invest may determine in its sole discretion. Subsequent changes to the Account Tiers shall be governed by clause 6 of the Schedule of Terms Additional Terms for Account Tiers under the GTCs.
- 13. The Offer is provided on a revocable good will basis and no person shall have any claim against CMC Invest and CMC Invest does not undertake any responsibility or liability in relation to this Offer.
- 14. If a Client does not agree to these Terms and does not wish to accept the Offer for their Account please contact our client services team at +65 6559 6000 or email at <a href="mailto:support@cmcinvest.sg">support@cmcinvest.sg</a>. A Client's use of the Account following the Upgrade shall be deemed as his/her/its acceptance of this Offer and these Terms.
- 15. During the period of the Upgrade, changes to the Account Tiers (save for an upgrade to the Diamond Tier) must be done through our client services team at +65 6559 6000 or email at <a href="mailto:support@cmcinvest.sg">support@cmcinvest.sg</a>. Clients may not elect to effect such upgrades and downgrades through the Online Service.
- 16. The Schedule of Terms Additional Terms for Account Tiers under the GTCs shall continue to apply to the Accounts to the extent it is not inconsistent with these Terms.

# Legal

- 17. The Offer is only available once for each Eligible Account.
- 18. 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.
- 19. CMC Invest reserves the right to forfeit, cancel, withhold, withdraw and/or amend the Upgrade at any time, without notice and for any reason including where, in CMC Invest's view, (1) actions are made or circumstances exist that suggest that there is a manipulation of the Offer and its intent; or (2) the Client holding the Eligible Account may have breached or potentially breached, any law, regulation or licensing requirement or (3) there is non-compliance or potential non-compliance with these Terms or the GTCs or any misrepresentation or inaccuracy about the proper satisfaction of the Eligibility Criteria under clause 6; or (4) events or circumstances arise which may potentially raise reputational, legal or regulatory issues for CMC Invest; or (5) it is no longer in CMC Invest's commercial or reputational interests to continue this Offer. In such an event, no person shall be entitled to any payment or compensation from CMC Invest.
- 20. A failure by CMC Invest to enforce any of these Terms in any instance(s) will not give rise to any claim by any person or prevent CMC Invest from taking enforcement action later.
- 21.CMC Invest retains the right to withdraw or amend the Offer and these Terms at any time, without prior notice and at its sole discretion.
- 22. The Offer must only be used for personal and non-commercial purposes.
- 23. All persons taking part in the Offer, to the maximum extent permitted by law, release from, and indemnify CMC Invest 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. CMC Invest will not be liable to a participant in relation to the Offer (including for any losses arising as a result of use of the Offer) and the provisions of clause 36 of the GTCs shall apply to the Offer as if set out here in full.
- 24.CMC Invest's decisions in any matter in relation to the Offer will be final and conclusive. All valuations and calculations for the purposes of the Offer will be determined by CMC Invest and are final and binding.
- 25.CMC Invest collects personal information from all participants in order to conduct the Offer. The participant consents and authorises CMC Invest to collect, store, use and disclose the information provided by such participant or collected during or after the Offer (including name, contact details, email addresses, other personal data and information and photographs) for the purpose of or in connection with the Offer and ancillary purposes. Information collected from participants in the Offer is further subject to CMC Invest's Privacy and Cookies Policies.
- 26. A person who is not a party to this Offer and these Terms will have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these Terms.
- 27. This Offer and these Terms are governed by the laws of Singapore and are subject to the exclusive jurisdiction of the Singapore courts.
- 28. These Terms are amended and updated on 9 April 2024.

## **Important Information and Risk Warning**

- 29. This advertisement does not take into account the specific investment objectives, financial situation or particular needs of any person. It is not to be regarded, or construed, as providing any financial, investment or trading advice/recommendation. All forms of investments and trading carry risks, including the risk of losing all of the invested amount. Losses can exceed your deposits. Such activities may not be suitable for everyone so ensure you understand the risks involved and consider carefully whether the financial product is suitable for you before investing or trading. Do consult a professional adviser before investing or trading. Refer to important information/risk disclosure on the website at www.cmcinvest.sg.
- 30. This advertisement has not been reviewed by the Monetary Authority of Singapore.