

Introduction

1. These terms and conditions (**Terms**) form the basis of the offer to participate in the CMC Markets "Refer a Friend Bonus" Offer (**Offer**).
2. Taking part in this Offer constitutes acceptance of these Terms.
3. CMC Markets NZ Limited is the provider of this Offer (**CMC Markets**). CMC Markets is regulated by the Financial Markets Authority of New Zealand.
4. CMC Markets 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 in this document have the meaning given to them in the CMC Markets NZ Limited Product Disclosure Statement (**PDS**), the General Terms and Conditions of Trading, the Next Generation Terms and Conditions of Trading, the Next Generation Platform Sales Trader Terms and Conditions of Trading or the MT4 Platform Terms and Conditions of Trading (as applicable) (the **CMC Markets Documents**).

Offer Period

6. The Offer is open from 9 September 2024 and will remain open until such time as CMC Markets determines, in its sole discretion, that the Offer is no longer available (**Offer Period**).

Eligibility Criteria

7. The Offer is only available during the Offer Period to individuals that satisfy each of the criteria set out in clauses 8 (**Referrer**) or 9 (**Invitee**) below.
8. A Referrer must:
 - (a) have an Account and remain eligible to maintain that Account until the Bonus Criteria (defined in clause 10 below) are satisfied;
 - (b) be a resident of New Zealand;
 - (c) not have an association with an employee of CMC Markets or any other company within its group as determined by CMC Markets in its absolute discretion;
 - (d) not have an existing or ongoing business relationship with the Invitee;
 - (e) have received an email from CMC Markets during the Offer Period inviting the Referrer to participate in the Offer and containing a unique referral link and code (**Email**);
 - (f) not have received more than five bonuses from unique successful referrals across any "refer a friend" offers that CMC Markets has or will run; and
 - (g) not have a power of attorney or other authority to trade on the Invitee's Account.
9. An Invitee must:
 - (a) be eligible to open an Account;
 - (b) be a resident of New Zealand;
 - (c) not have an association with an employee of CMC Markets or any other company within its group as determined by CMC Markets in its absolute discretion;
 - (d) not have an existing or ongoing business relationship with the Referrer; and
 - (e) not be or have previously been a customer of CMC Markets or any other company within the CMC Markets group.

Bonus

10. For each of the Referrer and Invitee to be eligible to receive the Bonus (described in clause 11 below), the Invitee must:

- (a) open an Account with CMC Markets during the Offer Period using the unique referral link and code contained in the Email; and
 - (b) fund that Account with a single minimum initial deposit of NZ\$20,000 (or the Account Currency equivalent); and
 - (c) place trades on the Account with a minimum aggregate turnover of US\$5,000,000 on share CFDs or US\$75,000,000 across all other CFD classes,
within three months of the Invitee's Account being opened (**Bonus Criteria**).
11. If the Invitee satisfies the Bonus Criteria, the Referrer and the Invitee may each receive a credit of NZ\$1,000 (**Bonus**) to their respective Accounts on or before the 14th day of the month following satisfaction of the Bonus Criteria.
 12. A Referrer will only be eligible to receive up to a maximum of five Bonus payments from unique successful referrals that meet the Bonus Criteria.
 13. The Offer is only available once for each Referrer/Invitee pair and does not include multiple accounts being opened by the same customer. In the case of an eligible joint account that satisfies the Bonus Criteria, the joint account will receive one Bonus.

Legal

14. Each participant in the Offer is responsible for any and all taxes payable (if any) as a result of this Offer being awarded, received or accepted.
15. CMC Markets reserves the right to forfeit, withhold and/or withdraw any Bonus payment (either to the Referrer, the Invitee or both) or where the Bonus has been awarded, reclaim and/or deduct any Bonus award (in part or in full) where, in CMC Markets' view:
 - (a) transactions are made to manipulate the Offer; or
 - (b) where either the Referrer or the Invitee may have breached or, in CMC Markets' view, potentially breached, any law, regulation or licensing requirement; or
 - (c) where CMC Markets suspects (in its sole discretion) non-compliance with these Terms or the CMC Markets Documents or any misrepresentation or inaccuracy about the proper satisfaction of the eligibility criteria or the Bonus Criteria,
then in such an event, no person will be entitled to any payment or compensation from CMC Markets, including a Bonus payment.
16. A failure by CMC Markets to enforce any of these Terms in any instance(s) is not a waiver of its rights and will not give rise to any claim by any person or prevent CMC Markets from taking enforcement action later.
17. The Offer must only be used for personal and non-commercial purposes. The unique referral link and code from the Email must not be published or distributed publicly.
18. 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.
19. CMC Markets will not be liable to any participant in the Offer for any liability, cost, loss or expense suffered by the participant arising out of or in connection with the Offer (including, for the avoidance of doubt, any losses arising as a result of the use of the Offer).
20. This promotion cannot be combined or used in conjunction with any other offer, rebate or promotion offered by CMC Markets except where CMC Markets has expressly agreed otherwise in writing. This Offer supersedes any other "refer a friend" offer from CMC Markets and a customer can only participate in one offer at a time.
21. 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.

22. CMC Markets collects personal information from all participants in order to conduct the Offer. The participant consents and authorises CMC Markets 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 purposes of or in connection with the Offer and ancillary purposes. Information collected from participants in the Offer will be treated in accordance with CMC Markets' [Privacy Statement](#).
23. These Terms will not, and are not intended to, confer any benefit on or create any obligation enforceable by, any person or entity that is not eligible to participate in the Offer.
24. CMC Markets retains the right to withdraw or amend the Offer and these Terms at any time, without prior notice to the participants and at its sole discretion.
25. The Offer and these Terms are governed by the laws of New Zealand and are subject to the exclusive jurisdiction of the New Zealand courts.
26. These Terms and Conditions are dated 9 September 2024.

Risk Warning

27. Investing in CMC Markets derivative products carries significant risks and is not suitable for all investors. You could lose more than your deposits. You do not own, or have any interest in, the underlying assets. We recommend that you seek independent advice and consider our PDS and the relevant Terms and Conditions of Trading at cmcmarkets.co.nz when deciding whether to invest in CMC Markets' products. CMC Markets NZ Limited (CN 1705324).