



Introduction

1. These terms and conditions ("Terms") form the basis of the offer to participate in the CMC Markets Top Up Offer ("Offer").
2. Taking part in this Offer constitutes acceptance of these Terms. CMC Markets Asia Pacific Pty Ltd (ABN 11 100 058 213), AFS Licence No. 238054 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 Product Disclosure Statement Next Generation Platform ("PDS").

Conditions of Eligibility

4. The Offer is available to customers who have satisfied the Eligibility Criteria for the Offer ("Eligible Customer").
5. The Eligibility Criteria for the Offer are:
 - (a) the customer does not have, or has not previously had, a live CFD Trading Account on the Platform;
 - (b) the customer is a resident of Australia;
 - (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;
 - (d) the customer is invited to participate in the Offer by CMC Markets;
 - (e) the customer accepts the Offer by opening a live CFD Trading Account on the Platform; and
 - (f) the customer makes a minimum deposit of AUD\$1,000 (or Account Currency equivalent of USD\$1,000 or HKD\$5,500) within 30 days of accepting the Offer.

The Offer

6. This offer enables an Eligible Customer to receive an additional top up on deposits for 30 days following acceptance of the Offer (the "Deposit Period"). CMC Markets will top up an Eligible Customer's deposits by 20% (the "Top Up Amount") during the Deposit Period, up to a deposit limit of AUD\$20,000 (or Account Currency equivalent of USD\$20,000 or HKD\$110,000).
7. All deposits made during the Deposit Period will count towards the deposit limit. By way of example, if you deposit AUD\$1,000 within the Deposit Period, CMC Markets will top up your Account with an additional AUD\$200. If you make another deposit of AUD\$1,000 within the Deposit Period, CMC Markets will top up your Account with a further AUD\$200.
8. The Top Up Amount will become eligible for withdrawal once you have accumulated Trading Costs (such as Spread, Commission, Holding Costs and/or GSLO Premium, but excluding market data subscription fees) equivalent to 200% of the Top Up Amount. By way of example, if you received AUD\$200 as the Top Up Amount, you will need to accumulate AUD\$400 in Trading Costs to release the Top Up Amount.
9. Any withdrawals prior to meeting the accumulated Trading Costs will result in CMC Markets withdrawing the proportionate Top Up Amount. By way of example, if you had deposited AUD\$1,000, CMC Markets would top up with AUD\$200. However, if you withdraw AUD\$200, CMC Markets will proportionately withdraw AUD\$40.
10. If you do not satisfy the criteria specified in paragraph 8 above and should no Trade be placed on your Account within any 90 day period, CMC Markets will remove the Top Up Amount from your Account.

Legal

11. The Offer is only available once for each customer and does not include multiple accounts being opened by the same customer.
12. This Offer must only be used for personal and non-commercial purposes. The personalised links should not be published or distributed publicly. CMC Markets reserves the right to refuse to pay the Offer to you where it suspects (in its sole discretion) non-compliance with these Terms.
13. 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.

14. 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.
15. A failure by CMC Markets to enforce any of these terms and conditions in any instance(s) will not give rise to any claim by any person or prevent CMC Markets from taking enforcement action later.
16. In addition to any other rights and remedies available to CMC Markets, in the case of any breach or suspected breach of the PDS in relation to an Account, CMC Markets is entitled to deem such Account ineligible for the Offer, and/or reclaim any Offer amount previously paid pursuant to this promotion.
17. This Offer cannot be combined or used in conjunction with any other offer, rebate or promotion offered by CMC Markets.
18. This Offer is subject to New South Wales law and the exclusive jurisdiction of the New South Wales courts, and may be withdrawn or amended at any time, without prior notice at the sole discretion of CMC Markets.

Risk Warning

19. Please note that derivative products can be risky and are not suitable for all investors. You do not own, or have any interest in, the underlying securities. Consequently, you should consider your objectives, financial situation and needs before making any decision about whether to acquire derivative products.
20. These Terms and Conditions are dated 1 December 2016.