
Terms and Conditions of Get Your Risk-Free Trades During Christmas Rally Campaign

This Get Your Risk-Free Trades During Christmas Rally Campaign (hereafter referred to as the “Christmas Rally Campaign”) is offered by KW Investments Ltd (hereinafter referred to as the “Company”), a Seychelles Investment Firm authorised and regulated by the Seychelles Financial Services Authority, with license number SD020.

The Client acknowledges, confirms, declares and agrees that by accepting these Terms of the Campaign as contained herein, he/she enters into a legally binding agreement with the Company in relation to the present Christmas Rally Campaign.

The Client also acknowledges, confirms, declares and agrees that all the remaining Legal Documents of the Company, as may be found on the Company’s website at www.capex.com/en have been also read, acknowledged and agreed to. The Client acknowledges, confirms, declares and agrees that the content of the Legal Documents govern the Campaign and that these Terms for the Campaign should be read in conjunction with the Legal Documents, as these may be found on the Company’s official website at www.capex.com/en and may be amended from time to time.

This Campaign is valid and effective in accordance with Clause 3.8 and it may be suspended and/or terminated and/or amended at any time and at the sole discretion of the Company.

1. Introduction

1.1. These Terms govern the Christmas Rally Campaign that is organized by the Company, in the context of which, each Client of the Company may be eligible to earn Cashback, as mentioned herein.

2. Definitions/Interpretations

‘Cashback’ means the amount which will be credited by the Company, to the Client’s account, subject to the eligibility criteria mentioned in these Terms and Conditions.

‘Campaign’ or ‘Christmas Rally Campaign’ means the current Get Your Risk-Free Trades During Christmas Rally campaign, as presented herein.

‘Client Agreement’ means the agreement which governs the provision of investment and/or ancillary services to you by the Company, as concluded between you and the Company upon your successful onboarding with, and verification by, the Company;

'Campaign Period' means the period during which the Campaign will be valid, and which is set within Clause 3.8 of the Terms;

'You', 'Client', 'Participant' means the Company's Client who meets all the conditions that are indicated in Clause 4.1 of these Terms;

'Selected Countries' means countries that the Company may offer services to, in accordance with the Company's Financial Services Authority Seychelles ("FSA") license.

3. About the Campaign

3.1. The Campaign is only available during the Campaign Period, as specified in point 3.8.

3.2. The Client acknowledges and agrees that eligibility to earn Cashback as part of the Campaign is to meet the below criteria:

- a. opening and closing trades throughout December 2024; and
- b. upon closing a trade, the Client should notify the support department and the assigned account representative via email within 24 hours of the trade's closure and confirming the positions they would like to use this promotion to.

3.3. Cashback will be processed within 24 hours of the Client's written email request, which must confirm the specific position they wish to apply this promotion to.

3.4. Clients can get up to five (5) free trades for depositing up to one thousand dollars (\$1,000), subject to the eligibility criteria mentioned in Paragraph 4.

3.5. The Client is able to receive 100% Cashback on the first deposit made, not exceeding one thousand dollars (\$1,000).

3.6. The Cashback is applicable only if the Client's first five (5) trades are closed at a loss. If the first five (5) trades are closed at a profit, the Client will not be eligible for Cashback.

3.7. The Cashback will be not withdrawable and will be given as bonus which is subject to the Company's Bonus Policy at our website www.capex.com/en.

3.8. The Campaign Period starts on 01/12/2024, 00:00 AM GMT and ends on 31/12/2024, 23:59 GMT. The Company at its own discretion may end the Campaign at any time.

3.9. Due to the holiday season, the Cashback for trades closed during 24/12/2024, 00:00 AM GMT to 31/12/2024, 23:59 GMT will be reimbursed in January.

3.10. The abovementioned criteria of these Terms can be amended at any time at the Company's discretion.

4. Eligibility

4.1. To be eligible to participate in the Christmas Rally Campaign and earn the Cashback, you must be:

- a) a new, registered and verified client, who has not funded yet; or
- b) an existing client of the Company who never deposited funds in your account.

4.2. The eligible client must permanently reside in any of the Selected Countries and must be introduced to the Company by a Partner.

4.3. Any Participant who does not meet or partially meets the requirements of the present Terms and Conditions shall not be eligible to receive the Cashback.

5. Reward Allocation

5.1. You shall receive Cashback within twenty four (24) hours after the successful completion of the steps described above, and provided that all Terms have been met. This period may be extended at our sole discretion, subject to technical or other issues.

5.2. All Participants are free to refuse the Cashback within 24 hours of receipt. They can do that by contacting us at support.sc@capex.com.

5.3. If the Client has any query and/or requires assistance in relation to the Campaign, he/she may contact us at support.sc@capex.com.

5.4. If the Client has any complaints in relation to the Campaign, he/she may submit such at support.sc@capex.com and each such complaint shall be handled pursuant to the complaint handling policy of the Company.

6. Disqualification

6.1. Participants are not entitled to receive any Cashback if a Participant does any of the following, including but not limited to:

- a) violate, manipulate or not abide by any of the Terms or any of our applicable Legal Documents agreed upon during onboarding;
- b) hedging between your accounts and/or other Clients' accounts of the Company;
- c) you close your account and/or withdraw all deposited funds, immediately after the Cashback has been allocated to you.

6.2.If the Company believes that you have engaged in any fraud or material abuse or abusive trading or are engaged in any activity that may harm the Company's reputation, the Company may, at its sole discretion, take any actions we see fit in the circumstances, including but not limited to closing of your accounts and/or cancel your right for Cashback.

7. Miscellaneous

7.1.By participating in the Campaign, the Participant acknowledges and consents to abide by the present Terms.

7.2.Participation in the Campaign does not constitute any form of partnership, association or joint venture between the Participants and the Company.

7.3.We may, at our sole discretion, suspend, terminate or amend these Terms without prior notice. Should we elect to provide you with notice as to either of the above events, such notice will be in writing, and the respective mandate thereof shall become effective on the date displayed in such written notice, or, if no date is specified in the said notice, immediately. It is hereby clarified that the Company shall not be liable for any consequences of any suspension, termination or change of these Terms.

7.4.The Client acknowledges that where the Company has any suspicion of any form of arbitrage, abuse, fraud, manipulation, cash-back arbitrage connected to the Client's account(s) or any other forms of deceitful or fraudulent activity, then the Company reserves the right, at its sole discretion, to, indicatively, but not exhaustively:

- a. Withhold the Cashback.
- b. Close/suspend all of the Client's accounts with the Company.
- c. Void and/or withhold any payment that may be due to the Client.
- d. Disqualify the Client from the Campaign and/or any other scheme and/or campaign of the Company with immediate effect.

7.5.The Client hereby acknowledges, confirms and understands that where any of the circumstances mentioned in Clause 7.4 of the Terms take place, the Company will not be liable for any consequences in relation to the cancellations and/or withholds and/or to any potential damage that may be caused by the above, including, but not limited to, order(s) closure by stop out.

7.6.Nothing in these Terms, or in any other promotional material, will be viewed as provision of investment advice, investment recommendation, portfolio management or any other form of discretionary service. Moreover, the Client understands and agrees that past performance is neither a reliable indicator nor a guarantee of any future results or returns.

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- 7.7. The Terms are published on our website in English. Any translation is a courtesy translation only.
- 7.8. We cannot provide information about another Participant's account or application status due to privacy reasons.
- 7.9. Each Participant is solely responsible for any tax implications of the present Campaign. We take no responsibility for any tax related to the Campaign and/or the Cashback (either in whole or in part).
- 7.10. If, for any reason (e.g. conflict of interest), a Participant is not allowed to own a Cashback, the respective Participant is required to inform us in writing prior to participating in the Campaign.
- 7.11. By participating in the Campaign, you consent to the processing of your personal data, which personal data will be collected and used by the Company and/or any related and/or affiliated and/or contracted (with the Company) companies through automated and/or non-automated means. In addition, you acknowledge and agree that your personal data will be retained and used in accordance with the Company's privacy policy, a copy which will, at all times, be available on the Company's website.
- 7.12. The Company shall not be liable for any delay in performing or failure to perform any of its rights under these Terms.
- 7.13. Neither the Company nor any affiliated and/or related (with the Company) company/ies shall be liable for any damages and/or losses and/or tax implications and/or any damages and/or losses and/or implications of any nature, that may or will be suffered by you.
- 7.14. Headings inserted in these Terms are used for ease of reference only and shall not affect the interpretation thereof.
- 7.15. No failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 7.16. If any term and/or condition and/or provision of these Terms shall be held or made invalid by a court decision, the remainder of the Terms shall not be affected thereby.
- 7.17. In case of any inconsistencies between the subject matter of these Terms and the Client Agreement, these Terms shall prevail.
- 7.18. All capitalized words and phrases used and not defined in these Terms shall have the same meaning as defined in our Client Agreement.

7.19. Neither the Company nor any related and/or affiliated and/or contracted (with the Company) companies shall be liable for technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any website, or any combination thereof, including any injury or damage to you in the context of your participation in the Campaign.

7.20. The Company cannot be held responsible for any action and/or omission of the Client and/or the failure of the Client to monitor and/or review any notification(s) and/or announcement(s) that may be provided by the Company, either via the Company's website and/or via email.

7.21. These Terms shall be governed by and construed in accordance with the applicable laws of the Republic of Seychelles. In addition, in the event of a dispute, such dispute shall be submitted to the exclusive jurisdiction of the courts of the Republic of Seychelles, which will have exclusive jurisdiction to adjudicate on such dispute.