

## VALENTINES PROMOTION TERMS & CONDITIONS

### PREAMBLE

This Promotion is operated and managed by [www.avatrade.com](http://www.avatrade.com) (Hereinafter: “the Website”) and Ava Trade Ltd. (Hereinafter: “the Company”). In order to be eligible to apply for this Promotion it is a condition on entry of the Promotion that these terms and conditions (“Terms and Conditions”) together with the terms and conditions of the Website’s (“Website Terms and Conditions”) (together referred to as the “Promotion Terms”) are fully acceptable by you. Please note that if you (Hereinafter: “the Client”) do not accept these Promotion Terms, please do not use the Website and please do not participate in this Promotion.

### 1. ENTRY

These Promotion Terms & Conditions apply to all of the Company’s Promotions (Hereinafter: “the Promotions”) available on various communication outlets including but not limited to: online websites, social media, TV, offline advertisement, etc. These Terms and Conditions may change from time to time according to the Company’s sole discretion.

Entry into the Promotion is deemed to be acceptance of the Rules and confirmation that the client has the necessary authority to enter the Promotion.

Company may elect to exclude any person from participating in the Promotion on reasonable grounds. The Company will have sole discretion when excluding a certain Client from participating in any promotion of the Company.

Company reserves the right to refuse to award any prize of any sort to an entrant who the Company decides (in its sole discretion) has violated the Promotion Terms, gained unfair advantage in participating in the Promotion or won using fraudulent means.

The Promotion is only open to people aged 18 or over and who have been verified as being over the age of 18 and completed all account verification procedures to qualify for any prize. It shall be the responsibility of entrants to make their own enquiries as to whether such activity is permissible in their own jurisdiction. Each entrant should ensure that he or she would be acting legally in that jurisdiction in entering the Promotion. Additional verification of identity may be required or requested at any time.

### 2. PROMOTION PROCESS

This Promotion shall begin on February 10<sup>th</sup>, 2020 at 7:00 am UK time and will be valid until February 14<sup>th</sup>, 2020 at 23:59 am UK time (Hereinafter: the “Term”). Company may change the Term of this Promotion according to its sole discretion without any prior notification whatsoever.

Prizes provided by the Company are non-transferable and cannot be converted to cash.

By participating, entrants grant the Company exclusive permission to use their names, characters, photographs, videos, voices and likeness in connection with the Promotion and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use. Clients may be required to participate in future promotional and marketing campaigns performed by the Company without any further fee being paid to the Client.

Company may choose to use all of Client’s details for future marketing campaigns and promotional purposes as it sees fit.

Company may choose to provide all of Client's details that have been provided to any other third party according to the Company's business requirements.

Personal information provided at the time of entry is presumed to be true and accurate, the Client hereby confirms that it shall provide the Company with such true and accurate information.

### **3. DEPOSIT AND WITHDRAWAL**

Every Client which opens five (5) trades or more during the Term of the promotion enter a raffle which shall take place at the Term of this promotion and shall entitle the winning clients with the below prize:

- ***One (1) of a total of ten (10) Amazon.com Gift Cards, worth US\$ 100***

Client may review at all times his current account status and balance. Trading on the Company's Website will require the Company's clients to deposit money on their online account. In order to avoid any doubt, Client's Deposits and Withdrawals shall be governed by the Company's Terms and Conditions.

The Clients which will be eligible to receive the prize according to the above mentioned shall be notified by either email, phone (voice or text) and/or mail.

Where the Clients are required to claim the prize in person, they must provide proper identification (e.g. driver's license, passport, birth certificate).

Under no circumstance, shall Company be liable to Client or any third parties under any contract, strict liability, negligence or other legal or equitable theory, for any direct, indirect, incidental or consequential damages in connection with any accident, injury, property damage or loss of life that may occur in connection with the provided gift.

Client is responsible for all insurance, tax or any other costs that may be associated with the prize.

The Prize shall not be transferable or exchangeable and cannot be redeemed for cash. The prize must be taken as stated in the Specific Rules and no compensation will be payable if the winners are unable to obtain the prizes.

### **4. COMPANY'S RESPONSIBILITY**

Company reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason according to its sole discretion. Furthermore, the Company takes no responsibility for any inability to enter, complete, continue or conclude the Promotion due to equipment or technical malfunction, busy lines, inadvertent disconnection, Acts of God or otherwise.

Under no circumstance, shall Company be liable to Client or any third parties under any contract, strict liability, negligence or other legal or equitable theory, for any direct, indirect, incidental or consequential damages in connection with any accident, injury, property damage or loss of life that may occur in connection with the gift.

### **5. CONFIDENTIALITY**

Client acknowledges that in connection with the Promotion, Client may be afforded access to Confidential Information (as defined below) and that public disclosure of such Confidential Information could have an adverse effect on Company, and its business. Therefore, Client shall keep any and all information and know-how relating to the activity of Company and its services, techniques and marketing information ("Confidential Information").

## **6. GOVERNING LAW**

These Promotion Terms and Conditions, the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding arising directly or indirectly hereunder or in connection with the transactions contemplated hereby shall be governed by, construed and enforced in all respects in accordance with the laws of England and AvaTrade and the client hereby irrevocably submit to the non-exclusive jurisdiction of the English Courts.