

Axiainvestments Terms & Conditions – Axia Trading Cup Competition

INTRODUCTION

- A. Axiainvestments is a brand operated by Smarttool Trading SC Limited, a Seychelles investment firm, authorized and regulated by the Financial Services Authority of Seychelles with license number SD034 (hereinafter "**We**", "**Our**", "**Us**", or the "**Company**").
- B. Subject to the "Eligibility" section below, Axiainvestments Terms & Conditions – Axia Trading Cup Competition (the "**Terms, Competition**") apply to any party (hereinafter "**the Client**", "**You**" or "**Trader**") that registers with the Company and meets the criteria as described below.
- C. These Terms will be effective from 13/11/2022 until 18/12/2022 (the "**Effective Period, Competition Period**").
- D. We may, in our sole discretion, amend or terminate these Terms at any time without given notice to such effect or by giving no less than 5 Business Days notice to such effect. Such notice may be provided to you by email or other means, but in any case, it shall be deemed provided upon updating the Company's website to such effect.
- E. By entering Transactions in any instruments offered by the Company, you specifically agree to be bound by these Terms.

DEFINITIONS

- A. Any conditions used in these Terms which are not defined here shall have the meaning attributed to the term in the Client Agreement.
- B. The following terms shall have the meanings attributed to them below:
 - a. "**Prizes**" means the promotional 'one-off' material given to the Client according to the conditions of these Terms.
 - b. The "**Client Agreement**" means that certain Client Agreement between you and the Company by which you are bound.

- c. A “**Completed Transaction**” is the closing of any position, opened during the effective period of this Competition, on any instrument offered by the Company.

ELIGIBILITY

- A. You shall be eligible to enter the Axia Trading Cup Competition under these Terms only if you meet the criteria set forth below:
- Deposit of USD 2,000 or higher in Client’s trading account between 13/11/2022 - 4/12/2022
- B. You shall be eligible to win Prizes offered through the Competition only if the below criteria are satisfied:
- a. The verification/KYC procedures must be completed;
 - b. A total of 25 Completed Transactions during the Competition Period. Trades that are already opened before the Client has entered the Competition and are closed during the Competition will not be counted;
- C. Clients with the highest gain (%) will win Prizes based on the calculation provided in these Terms: ***Gain % = Closed P/L¹ divided by Initial Balance * 100***. The Prizes available for this Competition are described in the table below:

<u>Place</u>	<u>Prizes</u>
1 st	Gold brick worth \$25,000
2 nd	\$15,000 cash
3 rd	\$10,000 cash

- D. Notwithstanding the above, we may, in our sole discretion, determine that certain Completed Transactions in instruments that are not eligible to earn you Prizes under these Terms, or if the Prizes that have already been credited to you, that you may not use or withdraw such a Prize. Types of situations in which we may make such determination may include (but are not limited to):
- a. With respect to Completed Transactions that are subsequently cancelled, voided or reversed.
 - b. With respect to a Completed Transaction that we deem to have been based on or containing any Manifest Error.

- c. If we suspect or discover that you are or have been in violation of the Client Agreement or any other of our terms binding you, or have otherwise engaged in any wrongdoing with respect to your dealings with us.
- d. If your Trading Account has been closed or suspended in accordance with the terms of the Client Agreement.
- e. If we have reason to suspect that you have acted fraudulently or obtained an unfair or unintended advantage with respect to these Terms.

GENERAL

- A. In the event that any tax is payable on the Prizes, such tax will be paid by you. If so required by applicable law, we may withhold any taxes due and settle with the relevant tax authority.
- B. You may bring any claim that you have against us with respect to these Terms no later than ninety (90) days after the date such incident arose.
- C. We shall not be liable to you hereunder, whether in contract, tort or otherwise, for any consequential, incidental, indirect, special or punitive damages including loss of revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to the breach or alleged breach hereof, whether or not the possibility of such damages has been disclosed to us in advance or could have been reasonably foreseen by us.
- D. These Terms and any and all matters related hereto shall be governed by and construed in accordance with the laws of Seychelles, and shall be subject to the exclusive jurisdiction of the courts of Seychelles.

Risk warning: Contracts for difference ('CFDs') is a complex financial product, with speculative character, the trading of which involves significant risks of loss of capital. Trading CFDs, which is a marginal product, may result in the loss of your entire balance. Remember that leverage in CFDs can work both to your advantage and disadvantage. CFDs traders do not own, or have any rights to, the underlying assets. Trading CFDs is not appropriate for all investors. Past performance does not constitute a reliable indicator of future results. Future forecasts do not constitute a reliable indicator of future performance. Before deciding to trade, you should carefully consider your investment objectives, level of experience and risk tolerance. You should not deposit more than you are prepared to lose. Please ensure you fully understand the risk associated with the product envisaged and seek independent advice, if necessary. Please read our [Risk Disclosure](#) document.