

## Trade To Huat Promotion

### TERMS AND CONDITIONS

Phillip Nova Pte. Ltd. (“**PNPL**”) is giving away trading credits as part of our Lunar New Year promotion (“**Campaign**”). By participating in the Campaign, you agree to be bound by the Terms and Conditions (“**Terms**”) and any such variation in which PNPL, in its sole discretion, will continue to advise on its Website. PNPL is regulated by the Monetary Authority of Singapore.

In lieu of the celebration, PNPL is giving away an incentive **1 x S\$88 trading credits** to each keen individual who satisfy the requirement listed in Eligibility Criteria through this Campaign.

### Campaign Period

1. PNPL will commence the Campaign from 1<sup>st</sup> February 2023 to 31<sup>st</sup> March 2024, both dates inclusive.
2. Within this Campaign, each Eligible Client shall be engaged and strictly committed for 3 months (“**Engagement Period**”), or such period or whichever is shorter as determined solely by PNPL.

### Eligibility Criteria

1. The Campaign is open to new or existing client, who has satisfied **all** the relevant requirements:

Step	Requirements for New-to-Phillip Clients
1	Successfully open a trading account with PNPL (“ <b>Trading Account</b> ”).
2	In order for PNPL to identify the Eligible Clients, the Eligible Client <b>MUST</b> indicate the Campaign code “ <b>Tradetohuat</b> ” under the section “How do you know PNPL?” of the Account Opening Form.
3	Upon the notification of the activation of Trading Account, Eligible Client <b>MUST</b> conduct a <b>Deposit Transaction of SGD 800/- (or equivalent)</b> into the Trading Account (Phillip Nova / MT5).  <i><b>Note:</b> The Deposit Transaction shall be maintained throughout the Engagement Period.</i>
4	Place 2 qualifying trades*  *Qualifying products: USDJPY, USDSGD, USDTHB, USDHKD, USDCNH, NK225, SG100, CN50, HKG50 *1 qualifying trade refers to 1 standard lot of FX or 5 lots of Indices CFD accumulated across the promotion period

Step	Requirements for Existing Clients
1	Selected clients will receive an email from Phillip Nova containing an opt-in form. Opt-in form <b>MUST</b> be completed successfully to indicate interest in participation of campaign.
2	Eligible Client <b>MUST</b> conduct a <b>Deposit Transaction of SGD 800/- (or equivalent)</b> into the Trading Account (Phillip Nova / MT5).  <i><b>Note:</b> The Deposit Transaction shall be maintained throughout the Engagement Period.</i>
3	Place 2 qualifying trades*  *Qualifying products: USDJPY, USDSGD, USDTHB, USDHKD, USDCNH, NK225, SG100, CN50, HKG50 *1 qualifying trade refers to 1 standard lot of FX or 5 lots of Indices CFD accumulated across the promotion period

- (a) Meet all applicable onboarding requirements, including but not limited to KYC and AML requirements (if any). For the avoidance of doubt, PNPL has sole and absolute discretion to approve or reject or revoke any account opening application / Trading Account without providing any reason, notice or assuming any liability to any person.
- (b) Must maintain valid and operating (ie. not closed/suspended) Trading Account in the abovementioned Engagement Period.
- (c) Constitute as a new client who does not have and/or had not any Trading Account with PNPL for at least the past 24 months upon its participation to this Campaign;

2. PNPL reserves the right to refuse to issue incentive to those who categorised as a **Non-Eligible Client** and not eligible to participate in the Campaign as follows:
  - (a) A sole proprietorship, company, partnership and any entity that constitute as Corporate;
  - (b) Any PNPL's Employees and/or its Immediate Family Members;
  - (c) All agencies and/or service providers engaged by PNPL (including but not limited to advertising agencies, promotions agencies, printing companies, event management agencies and any persons assisting or who are involved in the Campaign) and their Employees and Immediate Family Members.

#### **Notification and Collection of Incentive**

3. PNPL will notify the Eligible Clients via email/phone call, within fourteen (14) calendar days after the calendar month of its participation.
4. In the scenario where the Eligible Client signs up for both Phillip Nova and MT5 Trading Account, PNPL will provide Eligible Client with credit the into the Phillip MetaTrader 5 trading account by default.
5. No prize transfer, assignment, or substitution by any Eligible is permitted.
6. PNPL reserves all rights to disqualify any incomplete submissions or submissions that did not abide the Terms herein. PNPL further reserves the right to disqualify the participation in this Campaign if any participant: (a) has cheated or committed fraud on PNPL and/or this Campaign; (b) tampered or attempted to tamper with the participation process/operation of this Campaign; (c) manipulated or attempted to manipulate the operation of this Campaign; (d) conduct is in breach of the Terms including providing false information (such as fake accounts, personas or photos) or deliberately withholding information; or (e) has been blacklisted from previous participation for whatsoever reason.
7. If any Eligible Client is subsequently found to be ineligible for the Campaign for any reason, PNPL is entitled to at any time, (a) forfeit, withdraw or withhold the reward amounts; or (b) reclaim, clawback or deduct the reward amount from the trading account when it has been rewarded or utilised. In such an event, no person shall be entitled to any payment or compensation from PNPL.
8. All decisions made by PNPL regarding any aspect of the Campaign, shall be final.

#### **Ownership & Rights**

9. By participating in the Campaign, participant grant PNPL with permission to publish/disclose some of its personal information (including but not limited to its name and photos, use of statements) on its marketing channels without any payment and/or compensation, for promotional, advertising, marketing and/or publicity purposes (where not prohibited by written law). Participants agree to the collection, use and disclosure to third party service providers by PNPL, of any personal data provided by Participant to PNPL in conjunction with the Campaign, for such purposes as PNPL deems reasonably necessary for the administration and management of the Campaign.
10. Except where expressly stated, PNPL owns all the intellectual property rights in all the contents and design of the website, flyers, banners and other collaterals and any logos or trademarks displayed on the Website or any platform in connection to the Campaign. Participants may use the materials on the website, flyers, banners and other collaterals for its personal and non-commercial reference only. Participants may not reproduce, republish, distribute, translate, transmit, display, broadcast or otherwise exploit any materials on the website, flyers, banners and other collaterals, or use any logos or trademarks displayed on the website, flyers, banners and other collaterals, without the prior written consent of PNPL and/or relevant third party owner of intellectual property rights.

#### **Limitation of Liability**

11. By entering this Campaign, participant agree to release, discharge, and hold harmless of PNPL and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Campaign or any Campaign-related activities and the acceptance and use, misuse, or possession of any reward hereunder.
12. Participant agree to indemnify PNPL against any losses, claims, demands, liabilities, costs and expenses for personal injury or death, loss, damage to property, breach of any obligations, warranty or representation, intellectual property infringement claims, fines and penalties, which may be imposed on or which PNPL may suffer or incur or which may be made, instituted or asserted against PNPL arising out of or by reason of negligent acts, omissions, fraud, wilful misconduct, or a breach of obligations, covenants, representations or warranties by Advertiser in connection with this Campaign.
13. PNPL shall not assume any liability for any loss incurred or suffered by any person in connection with the Campaign, howsoever arising, including without limitation, any error in computing trades and trade commissions, and any

subsequent changes to commission prices. Trading in financial instruments carries various risks and is not suitable for all investors. It is possible to lose more than your initial investment.

### **Miscellaneous**

14. No content on this Campaign or its advertisement shall be considered an offer or solicitation for the purchase or sale of any futures, financial or investment products. All information and data, if any, are for reference only and past performance should not be viewed as an indicator of future results. No content on this Campaign shall be considered as an opinion or recommendation.
15. Unless otherwise permitted by PNPL, Eligible Client may not be eligible to participate in any other ongoing similar campaign organised by PNPL.
16. PNPL has sole discretion to determine cases of suspected abuse, fraud, or breach of the Terms or intent of the Terms. PNPL shall have the final decision and not obliged to provide reasons for the same.
17. PNPL reserves all rights to revise, alter or delete any Terms in the Campaign at any time without prior notice to Eligible Client; including but not limited to, and the right to postpone, temporarily halt, or terminate this Campaign, or adjust the Welcome Gift, type and distribution of this Campaign, at any time and in its sole and absolute discretion. All Eligible Client shall be bound by such variations, amendments, deletions and/or additions. PNPL shall not be obliged to give any reason or enter into any correspondence with any person on any matter concerning this Campaign.
18. The Terms should be read in conjunction with the terms and conditions stipulated in Customer Trading Agreement, Product Disclosures, and Risk Warnings available at the website. In the event of any inconsistency between these Terms and any advertising, promotional, publicity and other materials relating to or in connection with the Campaign, these Terms herein shall prevail. PNPL has the right to the final interpretation of these Terms. In the event of any dispute, the decision of PNPL shall be final and binding and no further correspondence will be entertained.
19. A person who is not a Participant governed by these Terms shall have no rights under Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any Terms of this Campaign.
20. This Campaign and the Terms shall be governed by Laws of Singapore and each Participant agrees to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.