

## **APEX Cashback Campaign**

### **TERMS AND CONDITIONS**

Phillip Nova Pte. Ltd. ("PNPL") in collaboration with Asia Pacific Exchange ("APEX") is giving away a **10% cashback capped to SGD 1000 for the first 50 eligible clients** ("Campaign") provided that each eligible client has satisfied the requirements listed in the Eligibility Criteria and Entitlement through this 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 (MAS).

#### **Campaign Period**

- PNPL will commence the Campaign from 1<sup>st</sup> April 2024 to 30<sup>th</sup> June 2024, both dates inclusive.
- 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.

#### **Entitlement**

- Eligible clients who fulfilled the criteria stated under "**Eligibility Criteria**" will be rewarded with a 10% cashback on the deposit funded capped at SGD 1000 or equivalent.
- The cashback of 10% is calculated against the initial deposit for new clients and fresh funds transferred in for selected existing clients respectively.
  - For selected existing clients, the fresh funds refer to deposit transfers that are initiated after the date that the client received notification of the Campaign.
- The table below illustrates different scenarios of deposit amount (SGD) and how the cashback is calculated:

<b><u>Deposit Amount (SGD)</u></b>	<b><u>Cashback Entitled (SGD)</u></b>
4,999 and below	0
5,000 – 10,000	10% of deposit amount
10,000 and above	1,000 (capped amount)

#### **Eligibility Criteria**

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

<b>Step</b>	<b>Requirements for New-to-PNPL Clients</b>
1	Successfully open a trading account with PNPL (" <b>Trading Account</b> ") under the unique link below: <a href="https://eforms.phillipnova.com.sg/CreateAccountSelector?aeCode=QfblRgphJ8gKxWVfKtH2LRDD3bDGgG&amp;source=APEX_Cashback">https://eforms.phillipnova.com.sg/CreateAccountSelector?aeCode=QfblRgphJ8gKxWVfKtH2LRDD3bDGgG&amp;source=APEX_Cashback</a>
2	Upon the notification of the activation of Trading Account, Eligible Client <b>MUST</b> conduct a <b>minimum Deposit Transaction of SGD 5000/- (or equivalent)</b> into the Nova Multi-Currency Trading Account.  <b>Note:</b> The minimum Deposit Transaction shall be maintained for at least 90 days from the deposit date.
3	<b>Execute at least 500 ounces worth qualifying trades*</b> *Qualifying trades can be a combination of APEX Gold Perpetual Futures contracts: AUP1, AUP10, AUP100. For example 500 ounces can be achieved by: a. 5 lots of AUP100 or b. 4 lots of AUP100 and 10 lots of AUP10 c. 40 lots of AUP10 and 100 lots of AUP1

<b>Step</b>	<b>Requirements for Selected Existing Clients</b>
1	Selected Existing 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>minimum Deposit Transaction of SGD 5000/- (or equivalent)</b> into the Nova Multi-Currency Trading Account.  <b>Note:</b> The minimum Deposit Transaction shall be maintained for at least 90 days from the deposit date.
3	<b>Execute at least 500 ounces worth qualifying trades*</b> *Qualifying trades can be a combination of APEX Gold Perpetual Futures contracts: AUP1, AUP10, AUP100. For example 500 ounces can be achieved by: a. 5 lots of AUP100 or b. 4 lots of AUP100 and 10 lots of AUP10 c. 40 lots of AUP10 and 100 lots of AUP1

- (a) The Campaign is limited to the first 50 clients who satisfied the requirements statement above.
  - (b) 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.
  - (c) Must maintain valid and operating (ie. not closed/suspended) Trading Account in the abovementioned Engagement Period.
  - (d) 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;
7. PNPL reserves the right to refuse to issue incentive to those who categorized as a **Non-Eligible Client** and not eligible to participate in the Campaign as follows:
- (e) Any PNPL's Employees and/or its Immediate Family Members;
  - (f) 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 Disbursement**

- 8. PNPL will notify the Eligible Clients via email/phone call, within fourteen (14) calendar days after the end of the Campaign Period.
- 9. Eligible Client will be credited the appropriate Cashback Entitled within fourteen (14) calendar days after the end of the Campaign Period.
- 10. In the scenario where the Eligible Client signs up for both Phillip Nova and MT5 Trading Account, PNPL will provide the Eligible Client with credit into the Phillip Nova Multi-Currency trading account by default.
- 11. No prize transfer, assignment, or substitution is permitted.
- 12. 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.
- 13. 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.
- 14. All decisions made by PNPL regarding any aspect of the Campaign, shall be final.

#### **Referral Incentive**

- 15. Existing PNPL clients (account holder) are entitled to receive a one-time referral incentive of SGD 100 for every New client referred that fulfills the criteria set out under "**Eligibility Criteria**" > "**Requirements for New-to-PNPL Clients**"
- 16. The Referral Incentive is only valid during the "**Campaign Period**"
- 17. Every account holder is allowed to receive the referral incentive for up to five (5) successful referrals.

## **Product Information**

18. Only the selected contract (as referenced in the table below) is eligible for the Campaign.

Contract code	Contract description	Commission* (per lot)	Overnight fee (per lot, per day)
<a href="#">AUP1</a>	Gold 1 Troy Ounce Perpetual Futures	USD 0.40	USD0.05
<a href="#">AUP10</a>	Gold 10 Troy Ounce Perpetual Futures	USD 1.00	USD0.10
<a href="#">AUP100</a>	Gold 100 Troy Ounce Perpetual Futures	USD 3.20	USD0.20

\*Commission quoted above is all-in commission (inclusive of Exchange Fee) for online trading only.

\*Click the link above in contract code for more information on the contract specifications

## **Additional Product Information**

19. There is no expiry for the APEX Gold Perpetual Futures but there is a daily rollover fee for holding any overnight positions. Daily roll-over fees can be downloaded at <https://www.asiapacificex.com/exchange/operations/rollover-rates-download>
20. Formula for Rollover Fees (Number of open position contracts x Contract Size x Daily Settlement Price) x Rollover Rate ÷ 365

Example for Rollover Fees					
QTY	Contract size (oz)	Daily settlement price	Rollover Rate* (RR)	Calendar Days	Rollover Fee (USD)
1	1	1951.9	0.054144	365	0.289544311
1	10	1951.9	0.054144	365	2.895443112
1	100	1951.9	0.054144	365	28.95443112

\*Rollover rate above is indicative.

21. Calculation of the net rollover fee per lot, per day (include overnight charges)

Rollover Fee (USD)*	Underlying	Long (USD)	Short (USD)
0.289544311	AUP1 (1 oz)	-0.34	0.24
2.895443112	AUP10 (10 oz)	-3.00	2.80
28.95443112	AUP100 (100 oz)	-29.15	28.75

\*Rollover rate above is indicative.

## **Ownership & Rights**

22. 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.
23. 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**

24. 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.

25. 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.
26. 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**

27. 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.
28. Unless otherwise permitted by PNPL, Eligible Client may not be eligible to participate in any other ongoing similar campaign organised by PNPL.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.