

Phillip Nova X SIM INC FOREXperience 2023

TERMS AND CONDITIONS

Phillip Nova Pte. Ltd. (the “**Company**”) in partnership with Singapore Institute of Management Investment and Networking Club (“**SIM INC**”) in conducting FOREXperience 2023 (“**Challenge**”). By participating in the Challenge, the Participant agrees to be bind by the Terms and Conditions (“**Terms**”) and any such variation in which the Company, in its sole discretion, will continues to advice on its Website.

The Terms contained herein, including information on the eligibility of the participants, how to participate, applicable to the Challenge. The Company is regulated by the Monetary Authority of Singapore (“**MAS**”).

Challenge Period

1. Registration of the Challenge commence on 16th October 2023 onwards.
2. The entire Challenge is scheduled to take place over **THREE (3) weeks**, with the timeline as follows:-

#	Description	Timeline Period
A	Registration of Challenge Participation	16 th October 2023 to 24 th November 2023
B	Introductory Night	3 rd November 2023 (Friday)
C	Trading Challenge conducted on demo-account provided by the Company	6 th November 2023 (Monday), 5:00 AM Singapore time (“ Start Date ”) to 24 th November 2022 (Friday), 12:00 PM Singapore time (“ Closing Date ”)
D	Finale Night/Post-Event Networking Session	1 st December 2023 (Friday)

Criterion of Eligible Participant

3. Participant who participate the Challenge and **wish to qualify for the Prize, MUST** meet the following requirements of **Eligible Participant**:-
 - (a) Does not have and/or never had any trading account with the Company upon its Registration of Challenge Participation;
 - (b) Must successfully provide the Company with all required and relevant personal details; and
 - (c) Must place at least five (5) trades on the Challenge-issued Phillip MT5 demo-account during Trading Challenge Timeline Period (Refer to Clause 2C).
4. The Company reserves the right to refuse to issue a prize to those who categorised as a **Non-Eligible Participant** and not eligible to participate in the Challenge as follows:
 - (a) Participant who registered more than one (1) Phillip MT5 demo account during the Challenge Period;
 - (b) A sole proprietorship, company, partnership and any entity that constitute as Corporate;
 - (c) Any Company’s Employees and/or its Immediate Family Members;
 - (d) All agencies and/or service providers engaged by the Company (including but not limited to advertising agencies, promotions agencies, printing companies, event management agencies and any persons assisting or who are involved in the Challenge) and their Employees and Immediate Family Members.

Challenge Participation Process & Rules (Participants are encourage to read in details)

5. These are the steps to participate:
 - i. Participants have to register the Challenge via the online registration form (the “*Website*”). Website link [here](#).;
 - ii. Participants who have successfully registered for the Challenge will receive a confirmation email from the Company. Concurrently, a unique Phillip MT5 demo-account will be automatically created for each and every Participant in order to facilitate the Trading Challenge;
 - Upon the sending such confirmation email, the Company deemed the date of successful Registration of Challenge Participation (“**Entry Date**”). Such Entry Date shall be no earlier than 16th October 2023.
 - iii. Trading Challenge is available the entire 24 hours on weekdays, throughout the Start Date to Closing Date;
 - iv. Every demo-account comes with a starting equity of USD \$100.000 for each Participant. The Company will not make any additional top-up during the Trading Challenge;

- v. All contracts offered on the Phillip MT5 platform are available for Participate to trade during the Trading Challenge. Kindly click [here](#) to watch the video walkthrough of the platform;
 - vi. Participants are able to (1) enter trades via both desktop and mobile, and (2) hold both long and position of the same contract concurrently; and
 - vii. The Company will duly closed any open position shall be on the Closing Date, in order to provide a realised Profit & Loss to each demo-account participated in the Trading Challenge.
 - viii. Participants are encouraged to close all their open positions before 24th November 12pm SGT to prevent unfavourable price movements which would affect the final equity balance. Any open positions beyond 24th November 12pm SGT will be closed out on best effort basis, resulting in a varying final equity balance.
6. In facing any technical issue during the Trading Challenge, please contact nova_it@phillip.com.sg or pfsecondarychallenge@phillip.com.sg

How the Company determines the Prize Winners of this Challenge

- 7. On the Closing Date, the Company will examine the final equity in the challenge-issued demo-account of every Eligible Participant.
- 8. Eligible Participants recorded with highest (to top 20th) positive equity balance (ie. more than the starting equity) in its trading account, shall be deemed as Prize Winners. A leader board will be displayed and updated daily on the Company's Instagram Page, (<https://www.instagram.com/phillipnovasg/>).
- 9. The Company reserves all rights to disqualify any incomplete submissions or submissions that did not abide the Terms herein. The Company further reserves the right to disqualify the participation in this Challenge if any Participant: (a) has cheated or committed fraud on the Company and/or this Challenge; (b) tampered or attempted to tamper with the participation process/operation of this Challenge; (c) manipulated or attempted to manipulate the operation of this Challenge; (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.
- 10. All decisions made by the Company regarding any aspect of the Challenge, shall be final.

Prizes Notification and Collection

- 11. In accordance to the leader board, the following table reflect the entitlement of the Prize Winners:

Ranking	Entitlement of Trading Credits (SGD) in the Company's Phillip MT5 account
1	\$800
2	\$500
3	\$200
4-20	\$30

- 12. The Company will contact the Prize Winners via email/phone call for the Entitlement follow-up, within ten (10) working days after the Trading Challenge is finalised.
- 13. In order to credit the entitlement, Prize Winners (aged 21 and above) are required to open a live account (Phillip MT5) with the Company and the entitlement will be credited in USD. As for Prize Winners aged below 21, a Phillip Nova account is required to be open. The Company will credit the entitlement into the live account of the Prize Winner once its trading account is successfully activated.
- 14. In the event that the selected Prize Winner is not eligible, cannot be traced or does/do not respond or the Prize is not claimed by 29th December 2023, the Company in its sole discretion, is entitled to forfeited the entitlement of Prize Winner.
- 15. Substitution of gifts by the Prize Winner will not be entertained. No prize transfer, assignment, or substitution by any Participant is permitted. If the prize is unavailable for any reason whatsoever, the Company, in its discretion, reserves the right to substitute the original prize with an alternative prize with similar monetary value, at all times.

Ownership & Rights

16. By participating in the Challenge, Participants grant the Company 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 the Company, of any personal data provided by Participant to the Company in conjunction with the Challenge, for such purposes as the Company deems reasonably necessary for the administration and management of the Challenge.
17. Except where expressly stated, the Company 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 Challenge. 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 the Company and/or relevant third party owner of intellectual property rights.

Limitation of Liability

18. The Company will not be responsible for (i) electronic transmission errors or delays resulting in Participant's inability to participate or other loss, (ii) theft or destruction of or unauthorised access to or unauthorized alterations of materials, or technical, hardware, software failures of any kind, (iii) lost or unavailable connections, or delayed computer transmissions, whether caused by the Company, users, or by any of the equipment or programming associated with or utilised in this Challenge or by any technical or human error which may occur in the processing of submissions which may limit, restrict, or prevent Participant's ability to participate in this Challenge, or (iv) any loss of opportunity to participate in this Challenge for any reason whatsoever.
19. By entering this Challenge, all Participants agree to release, discharge, and hold the Company 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 or any Challenge-related activities and the acceptance and use, misuse, or possession of any reward hereunder.
20. Participants agree to indemnify the Company 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 the Company may suffer or incur or which may be made, instituted or asserted against the Company arising out of or by reason of negligent acts, omissions, fraud, wilful misconduct, or a breach of obligations, covenants, representations or warranties by Participant in connection with this Challenge.
21. The Company will ensure to its best efforts that the information set out on the Website is reliable or reproduced from sources that the Company believes to be reliable as at the date of publication, notwithstanding that no warranty is made as to its accuracy, completeness and adequacy. The Company has no obligation to update, modify or amend the website to correct any inaccuracy, which subsequently becomes apparent.

Miscellaneous

22. No content on this Challenge or its advertisement constitutes 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 Challenge shall be considered as an opinion or recommendation.
23. Except for the abovementioned Campaign (Clause 5), this Challenge shall **NOT** be participated in conjunction with any other ongoing privileges, promotion or similar campaigns/challenges by the Company.
24. The Company has sole discretion to determine cases of suspected abuse, fraud, or breach of the Terms or intent of the Terms. The Company shall have the final decision and not obliged to provide reasons for the same.
25. The Company reserves all rights to revise, alter or delete any Terms in the Challenge at any time without prior notice to Participant; including but not limited to, and the right to postpone, temporarily halt, or terminate this Challenge, or adjust the reimbursement, sponsorship, Trading Course, type and distribution of this Challenge, at any time and in its sole and absolute discretion. All Participants shall be bound by such variations, amendments, deletions and/or additions. The Company further reserves the discretion and all rights in determination of the Eligible Participants, winners, process of the Challenge, and prizes.
26. 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 Challenge, these Terms herein shall prevail. The Company has the right to the final interpretation of these Terms. In the event of any dispute, the decision of the Customer shall be final and binding and no further correspondence will be entertained.

27. If at any time any provision (or part of any provision) of the Terms becomes, illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that or any other jurisdiction of any other provision (or any other part of this provision) of these Terms.
28. 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 Challenge.
29. This 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.