

# **TERMS AND CONDITIONS – TRADING BONUS SCHEME**

## **A. Introduction**

1. FAIRMONT FINANCIAL SERVICES (PTY) LTD (hereinafter ‘the **Company**’), operating under the trading name **VestoFX**, is a South African investment firm, authorized and regulated by the Financial Sector Conduct Authority (“FSCA”) of South Africa with Financial Service Provider (FSP) license number **51766**. FAIRMONT FINANCIAL SERVICES (PTY) LTD is located at 5 Fagan Street, Somerset West, 7130 Western Cape Province, South Africa.
2. The “**Trading Bonus Scheme**” (hereinafter ‘the **Bonus Scheme**’) Terms and Conditions is an integral part of the **Company’s Business Terms and Policies**.
3. By opening an account on [www.vestofx.net](http://www.vestofx.net) website, you accept and agree to also comply with the terms of these terms and conditions. Moreover, by accepting the bonus terms through acceptance of the Client Agreement, you are bound by its guidelines and provisions for the duration that your bonus is active.

## **B. Conditions of Eligibility**

1. Subject to, and without prejudice to, all other Business Terms and Policies (as provided in the Client Agreement), the offer is available to the Company’s Clients who have satisfied the Criteria for the offer (“**Eligible Clients**”) as set out in the sections following hereinafter.
2. The **Bonus Scheme** is offered by the Company to Clients who have a real trading account with the Company.
3. The Company, at its absolute discretion, offers the **Bonus Scheme** to any Client(s) as it deems appropriate and for as long as the Company deems to provide it.

## **C. Eligible Clients - Terms**

1. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the **Bonus Scheme**. Without limiting the foregoing, participation in the **Bonus Scheme** is not allowed for persons under the age of 18 or otherwise under legal age in their country of residence ("minors"). If you are a minor, you may not participate in the **Bonus Scheme**.
2. Eligible Clients, who meet the criteria set forth herein are able to receive trading bonuses
  - a) Up to **100% of the Deposit Amount or up to \$5,000, whichever is the lowest**.
3. In order to activate and credit the Account with **Bonus Scheme** all Eligible Clients need to communicate with their account manager and verify their phone number.

## **D. General Terms**

1. Please note that it may take up to 48 hours before any bonus is added to the account of an

Eligible Client who meets all of the criteria set forth herein.

2. The Company reserves the right, at its reasonable discretion:
  - i. to decline registration of any participant in the “Bonus Scheme”; and
  - ii. disqualify any participant in the “Bonus Scheme” who abuse or attempts to abuse the operation of the “Bonus Scheme”, or breaches these terms and/or any of the “Business Terms and Policies set forth on the Company’s website (i.e. Client Agreement).

Under no circumstances shall the Company be liable for any consequences of any trading bonus cancelation or decline, including, but not limited to, order(s) closure by Stop Out.

3. The Company reserves the right, at its reasonable discretion, to discontinue the offering of this “Bonus Scheme” to any of its Clients, without having to explain the reasons. Such Clients will be informed via email.
4. Clients may opt-out from the “Bonus Scheme” whenever they wish at their own cost. Please send your request to your dedicated account manager.
5. The Company reserves the right to alter, amend or terminate the “Bonus Scheme” or any aspect of it at any time. Prior notice of such changes will be given to Clients and the Company will post any such changes on its website. It is recommended that participants in the “Bonus Scheme” consult these Terms & Conditions on the Company’s website regularly. Please note that taking part in the “Bonus Scheme” constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.
6. The **Bonus** applied to the Accounts of Eligible Clients in accordance with the rules set forth herein cannot be transferred between other trading accounts maintained with the Company.
7. Any profits generated from the utilization of the **Bonus Scheme** is withdrawable.

#### **E. Restrictions**

1. All Eligible Clients are permitted to hold only one (1) Bonus Scheme Account per one (1) unique IP address. Multiple registrations from the same IP are not permitted, nor multiple “Trading Bonus” Accounts register with same personal details.
2. Participation of “**Intermediaries/Related Parties**” in the “**Bonus Scheme**” is prohibited. If the registration and/or trading data of a participant in the “**Bonus Scheme**” corresponds with the registration and/or trading information, including but not limited to IP address, of another participant in the “**Bonus Scheme**”, the Company reserves the right to regard this matching as a reason for immediate disqualification. For the purposes hereof, the term “**Intermediary(ies)/Related Party(ies)**”, when used in these Terms & Conditions, unless the context otherwise requires, shall mean to include any person or entity bearing a relationship with any participant in the “**Bonus Scheme**”, including, without limitation:
  - a) family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;
  - b) person or entity, whom any participant in the “**Bonus Scheme**”, directly or indirectly through one or more intermediaries, controls, or whom, directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with any participant in the “**Bonus**

**Scheme**"; for purposes of this definition, the term "**control**" (including, with correlative meaning, the terms "**controlled by**" and "**under common control with**"), as used with respect to any participant in the "**Bonus Scheme**", shall mean the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such person or entity, whether through ownership of voting securities or otherwise.

#### **F. Cancellation/Disqualification**

Any indication or suspicion, in the Company's sole discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially from the credit trading bonus without being genuinely interested in trading in the markets and/or taking market risk), fraud, manipulation, cash- back arbitrage connected to a Bonus or any other forms of deceitful or fraudulent activity, will nullify all previously credited trading bonuses of the Eligible Client's real Trading Account with the Company and/or any and all transactions carried and/or profits or losses garnered therein. In these circumstances, the Company reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Eligible Client's real Trading Account with the Company, cancel all orders and annul all profits of such participant. In these circumstances, the Company shall not be liable for any consequences of the bonus cancellation, including, but not limited to, order(s) closure by Stop Out.

1. In the event of internal transfers between trading Accounts with the Company, trading bonuses previously credited will be canceled, and bonus will not be provided for the new account.
2. If in a 90-day period, you do not meet the required volume your Bonus will be immediately canceled. The required open volume is **Bonus USD \* 10,000**. The Volume required in order to be considered for the calculation is the Volume generated (one side/open leg) on Any Asset.
3. The Company reserves the right to cancel (withdraw or remove) the active bonus of client, when the balance goes to negative (this means that the client has lost all his funds and part or all of his credit) and no positions are open.
4. The Active Bonus will get cancelled when the Company have reasonable grounds to believe that the Client/s attempted to abuse the Company's Terms and Conditions or the Bonus given to them (i.e. by engaging to hedging strategies between 2 different account with active bonus).

#### **G. Wagering requirements**

1. Eligible Clients will be able to wager the bonus by meeting the open volume requirement (one side/open leg) on any Asset of more than **Bonus USD \* 20,000**.
2. In case the Client receives an additional Bonus, the wagering conditions will be adjusted based on the total amount of the Bonus.

For Example: Client deposited 5,000 USD and received 5,000 USD Bonus, before wagering the first bonus he deposits another 4,000 USD and receives an additional 4,000 USD Bonus => The Volume required to make in order for the Bonus to be withdrawable will increase from (5,000 \* 20,000) US \$ Volume 100,000,000 to (9,000 \* 20,000.00) US \$ Volume 180,000,000.

#### **H. Governing Law**

1. The "**Bonus Scheme**" terms shall be governed by and construed in accordance with the Laws of South Africa. Any dispute or situation not covered by these terms will be resolved by the

Company in the manner it deems to be the fairest to all concerned. That decision shall be final and/or binding on all entrants. No correspondence will be entered into.

2. If any of the “**Bonus Scheme**” terms were to be translated into a language other than English, then the English version of these terms shall prevail where there is an inconsistency.

## **RISK WARNING**

CFDs trading involve a significant risk to your invested capital. Please read and ensure you fully understand our Risk Disclosure, available at the Company’s website.