

### A. GENERAL

- 1. The promotion is offered by Blueberry Markets ("Blueberry Markets"). Blueberry Markets is an authorised representative of ACY Capital Australia Limited, a company providing trading in financial and commodity-based derivative instruments and other securities and which is authorised and regulated by the Vanuatu Financial Services Commission (the "VFSC"). This promotion is exclusive to selected clients (Selected Clients). Selected Clients are those who meet the additional Criteria listed below.
- The promotion shall commence on 1 July 2022 and is available until 31 May 2023 (Promotion Period). Any claims or requests made before the Promotion Period will not be eligible for participation unless specifically approved by Blueberry Markets.

#### **B. CRITERIA**

- 3. To be eligible for this promotion, Selected Clients must:
  - a. not be an existing client of Blueberry Markets;
  - b. open a live trading account (**Account**) with Blueberry Markets; and
  - c. make a minimum deposit based on the base currency of the Selected Client's Account on or before the end of the Promotion Period, as expressed below (**Original Deposit**):

Account Base Currency	Original Deposit
USD	\$1,000
AUD	\$1,000
NZD	\$1,000
SGD	\$1,000
CAD	\$1,000
EUR	€1000
GBP	£1000

d. maintain a minimum Account balance of \$100 in the base currency of their Account.



4. **Important Notice:** This promotion is not available to residents of Australia.

# c. CONDITIONS

5. A Selected Client shall receive a refund **equal to 20 % of the Original Deposit up to the Maximum Amount as expressed below (Trade Credit)**:

Account Base Currency	Original Deposit	20% Deposit Bonus
USD	\$10,000	\$2000
AUD	\$10,000	\$2000
NZD	\$10,000	\$2000
SGD	\$10,000	\$2000
CAD	\$10,000	\$2000
EUR	€10,000	€2,000
GBP	£10,000	£2,000
USD	\$5,000	\$1,000
AUD	\$5,000	\$1,000
NZD	\$5,000	\$1,000
SGD	\$5,000	\$1,000
CAD	\$5,000	\$1,000
EUR	€5,000	€1,000
GBP	£5,000	£1,000

This means, if you deposit a sum of \$10,000 or its equivalent, you will get a \$2000 Trade Credit or its equivalent.

6. Applicable Conditions

The Trade Credit:

- a. may take up to 24 business hours to be added to the Selected Client's Account (subject to approval);
- b. will appear in the credit facility of the trading platform and shall form part of the Selected Client's Account equity;
- c. The Credit facility serves as an additional margin on the account ONLY and cannot be used to cover any trade losses. Should the trade be closed at a loss, the amount will be deducted from the account balance and not from the Trade Credit.



- d. may be redeemed **ONCE** only (available once per Selected Client and not once per Selected Client Account).
- 7. Selected Clients have up to **90 days** from the date they receive the Trade Credit to take advantage of it. After this period, any remaining Trade Credit will be removed from the Selected Client's Account.
- 8. Real Equity on a Selected Client's Account is available for withdrawal at any point in time, however, the Trade Credit cannot be withdrawn as cash (the Trade Credit can only be used as a margin to open and maintain positions).
- 9. A Selected Client may choose to withdraw their Original Deposit at any time, provided their Original Deposit has not been lost in the course of their trading activity or is being used as margin.
- 10. The withdrawal of deposits from a Selected Client's Account will immediately result in the Trade Credit being voided. For the avoidance of doubt, if the Trade Credit is voided it cannot be used as a margin to open and maintain positions or for any other purpose.
- 11. In the event of the Net Equity on a Selected Client's Account being less than or equal to the Trade Credit, the Selected Client may (with or without warning) lose the Trade Credit. This may result in your positions being closed. Further, Blueberry Markets may at its discretion remove the Trade Credit and/or close out any open positions.

It is always the Selected Client's responsibility to ensure that the Net Equity of their Account does not fall below the Trade Credit awarded to them under this promotion.

## D. DISCLAIMER



- 12. These Terms and Conditions must be read in conjunction with the <u>General</u> <u>Terms and Conditions</u> that apply to all Blueberry Markets promotional offers. A copy of the General Terms and Conditions is incorporated as an annexure to these Terms and Conditions. In the event of a conflict between these Terms and Conditions and the General Terms and Conditions, the General Terms and Conditions shall prevail.
- 13. Blueberry Markets reserves the right to withhold or void without further notice the Selected Client Trade Credit if, in its reasonable belief, there is any indication or suspicion of any form of arbitrage (including but not limited to risk-free profiting), abuse (including but not limited to a Selected Client's trading activity patterns that indicate that the Selected Client solely aims to benefit financially from the Trade Credit without being genuinely interested in trading the markets and/or taking market risk), fraud, manipulation, cash-back arbitrage connected to a trading bonus or any other form(s) of deceitful or fraudulent activity or behaviour.
- 14. Participation in this promotion signifies acceptance of all Terms and Conditions referenced herein. Selected Clients are required to abide by all Terms and Conditions as presented, at all times.
- 15. The Trade Credit is non-transferable between accounts or persons and cannot be combined with any other promotion or offer.
- 16. Blueberry Markets' decision relating to any aspect of this promotion shall be final and binding.

## E. JURISDICTION

17. The terms and conditions of this promotion are governed by and construed in accordance with the laws of Vanuatu. Any dispute or situation not covered by these terms and conditions will be resolved by Blueberry Markets in the manner it deems to be the fairest to all concerned.

### F. RISK WARNING

18. Margin trading involves a high level of risk and may not be suitable for all investors. You should carefully consider your objectives, financial situation,



needs and level of experience before entering into any margined transactions with Blueberry Markets, and seek independent advice if necessary. Forex and CFDs are highly leveraged products which means both gains and losses are magnified. You should only trade in these products if you fully understand the risks involved and can afford losses without adversely affecting your lifestyle. You must assess and consider the risk described on the Legal Documentation page of our website carefully before making any decision about using our products or services.

19. By entering into this promotion, you acknowledge that you understand the risks involved in trading Forex and CFDs.

#### G. DEFINITIONS

Originalmeans the amount of money initially deposited by you toDepositparticipate in this Promotion and any further deposits made by<br/>you in accordance with clause 3 of these terms and conditions.

- **Trade Credit** means the amount deposited by us into your account which is equal to 20% of your Original Deposit or the maximum referred to in clause 5 of these terms and conditions and which can be used as a margin.
- **Real Equity** means the Net Equity of the account, excluding any Trade Credit.
- **Net Equity** means the account balance including (after) any unrealised profit and/or unrealised loss on open positions. Net Equity is an indication of the overall performance of an Account as it considers the Account balance and how each individual position is performing.