



A. GENERAL

1. The promotion is offered by Blueberry Markets ("Blueberry Markets"). **Blueberry Markets** is an authorised representative of ACY Capital Australia LLC, a company providing trading in financial and commodity-based derivative instruments and other securities and which is authorised and regulated by the St. Vincent and the Grenadines ("SVG"). This promotion is exclusive to selected clients (**Selected Clients**). Selected Clients are those who meet the additional Criteria listed below.
2. The promotion shall commence on **1 December 2022** and is available until **31 December 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. open a live trading account (**Account**) with Blueberry Markets;
 - b. not have made an Initial Deposit before the commencement of the Promotion Period, and
 - c. make a minimal Initial Deposit of \$200 (or its equivalent in the Selected Client's Account Base Currency on or before the end of the Promotion Period.
4. **Important Notice:**
 - a. This promotion is not available to residents of Australia.
 - b. Selected Clients are reminded to read the Risk Warning below before trading.



C. CONDITIONS

5. Selected clients will receive a total refund of their first trade placed with Blueberry of a maximum of \$300 during the promotional period.

The Refund:

- a. Will only be applicable if the first trade is at a loss;
 - b. Will be processed once the client has advised their account manager of the loss;
 - c. May take up to 24 business hours to be added to the Selected Client's Account;
 - d. Can be withdrawn as cash.
6. Real Equity on a Selected Client's Account is available for withdrawal at any point in time.
 7. 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.

D. DISCLAIMER

8. These Terms and Conditions must be read in conjunction with the [General Terms and Conditions](#) 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.
9. 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.
10. Blueberry Markets reserves the right to withhold or void, without further notice, the Selected Client's eligible refund 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 Refund Promotion 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.

11. Blueberry Market's decision relating to any aspect of this promotion shall be final and binding.

E. JURISDICTION

12. The terms and conditions of this promotion are governed by and construed in accordance with the laws of St. Vincent and the Grenadines. 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

13. 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. A Client Agreement containing the terms and conditions that govern all transactions entered into between you and Blueberry Markets is available for download from the [Legal Documentation page](#) on our website. You must assess and consider your risk appetite before making any decision about using our products or services.
14. By entering into this promotion, you acknowledge that you understand the risks involved in trading Forex and CFDs.



G. DEFINITIONS

Initial Deposit means the amount you initially deposit with us when you open your account. It does not include any additional deposits made during the Promotion Period.

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.

Original Deposit means the amount of money initially deposited by you to participate in this Promotion and any further deposits made by you in accordance with clause 3 of these terms and conditions.

Real Equity means the Net Equity of the account.

Refund Means the amount deposited by us into your account as per the table shown in section C of these Terms and Conditions.