



**LOYALTY TERMS &
CONDITIONS CM PRIZES**

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1. Introduction

- 1.1. CM Index LTD is incorporated in Saint Vincent & the Grenadines as a licensed Business Company under Financial Services Authority with registration number 26493 BC 2021 (hereinafter called the "Company").
- 1.2. The "Loyalty Program" Terms and Conditions are an integral part of the "Terms of Business CM" and provisions set herein are considered as an annexe of all "Terms of Business CM".

2. Conditions of Eligibility

- 2.1. Subject to, and without prejudice to, all other Business Terms and Policies, the offer is available to the Company's clients who have satisfied the Eligibility Criteria for the offer ("Eligible Clients") as set out in the sections following hereinafter.
- 2.2. The "Loyalty Program" may be offered by the Company from time to time to clients who open real trading accounts with the Company, in cases where such clients are referred to the Company via specific websites and/or social network sites in the context of certain specific promotions, and/or surveys that the Company may be running from time to time on such specific websites and/or social network sites.
- 2.3. The Company, at its reasonable discretion, offers the "Loyalty Program" to any Client(s) and/or any countries/regions as it deems appropriate and for as long as the Company deems to provide it.
- 2.4. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the "Loyalty Program". Without limiting the foregoing, participation in the "Loyalty Program" is not allowed for persons under the age of 18 or otherwise under the legal age in their country of residence ("Minors"). If you are a minor, you may not participate in the "Loyalty Program".
- 2.5. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the "Loyalty Program". Without limiting the foregoing, participation in the 'No Deposit Trading Bonus Program' is not permitted for persons above the age of 65 or otherwise over the legal age in their country of residence

('elderly'). "You may not participate in the" Loyalty Program "if you are elderly.

- 2.6. Participation of "Intermediaries/Related Parties" in the "Loyalty Program" is prohibited. If the registration and/or trading data of a participant in the "Loyalty Program" corresponds with the registration and/or trading information, including but not limited to IP address, of another participant in the "Loyalty Program", 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 "Loyalty Program", including, without limitation:

- family Clients, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;
- person or entity, whom any participant in the "Loyalty Program", directly or indirectly through one or more intermediaries, controls, or whom, through one or more intermediaries, is controlled by, or is under common control with any participant in the "Loyalty Program"; for purposes of this definition, the term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used concerning any participant in the "Loyalty Program", 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.
- Similarly, persons associated in any manner whatsoever with the Company and/or with the specific websites and/or social network sites on which the Company may be running from time-to-time certain specific promotions, contests and/or surveys, in the context of which access to the "Loyalty Program" is offered, are not allowed to participate in the offer.

3. Specific "Loyalty Program" Terms

- 3.1. Eligible Clients, who meet the criteria set forth herein can participate in the Company's Loyalty Program and earn CM Prizes lot which will be calculated according to traded volume.
- 3.2. Round turn trade will be considered invalid to generate CM Prizes lot in this Loyalty Program, in the event when its duration will be equal or shorter than fifteen (15) minutes 1 lot traded equal to 1 CM Prizes lot for this Loyalty Program. Instrument(s) eligible within this Loyalty Program is Forex Major Pair, Forex Minor Pair, Gold, Silver, WTI & Brent.
- 3.3. The "Loyalty Program" is available for all account types except the Bonus STP & NDB STP account type.
- 3.4. The prize(s) can be claimed at any time, providing the client has enough CM Prizes lots to redeem. The prize(s) are limited to one of each type of Prize per person.
- 3.5. Prize(s) and participation in the Loyalty Program cannot be exchanged or transferred. However, if the Prize(s) offered are unavailable due to circumstances beyond our control, we reserve the right to offer alternative Prize(s) of equal or greater value.
- 3.6. Images used in marketing materials are not necessarily representative of actual Prizes. The actual Prize(s) may vary. The Company does not provide invoices and warranty certificates for electronics. The Company gives a three-month warranty on electronics. If Client(s) receive a damaged or broken Prize(s), please send a photo or video of it to our Customer Support. If the damage is confirmed, we will replace your Prize(s).
- 3.7. Within 10 weeks of claiming the Prize(s), it will be sent to the address the Client chose. The recipient must be the client who claimed the Prize. The delivery address must be in the Promotion's nation. Once the Prize has been claimed, a client cannot change their delivery address or contact information. The Company does not guarantee Prize delivery if a client gives an erroneous delivery address and contact information. The Company will collect the Prize and cancel the Prize order in the Client Cabinet if the customer does not reply to phone calls from the delivery provider. The prize lots will be returned to their original state.
- 3.8. A courier personally delivers the Prize(s) to the client. If the client resides in a restricted area, such as a condominium, and the courier is

unable to personally deliver the prize(s), the courier will leave it with the guard and notify the client. The Prize(s) will no longer be the responsibility of the courier. If the customer refuses to sign the delivery paperwork, provide the OTP (one-time-password), or other proofs requested by the delivery business, the courier has the right to refuse to hand over the Prize(s). The courier may also snap a picture of the Prize for the Company's records. The Company retrieves the Prize in such instances, and the prize lots are restored in the Client's Area.

4. General Terms

- 4.1. Please note that it may take up to 10 weeks before the Prize(s) is delivered to the Client's registered or requested address.
- 4.2. The "Loyalty Program" is available for all types of accounts except the Bonus STP account type.
- 4.3. The "Loyalty Program" applies to all clients who open real Accounts with the Company by the rules set.
- 4.4. Lot Prize(s) cannot be separately transferred between, or from Eligible Clients' real trading Accounts with the Company.
- 4.5. The Company reserves the right, at its reasonable discretion:
 - to decline registration of any participant in the "Loyalty Program"; and
 - disqualify any participant in the "Loyalty Program" who tampers or attempts to tamper with the operation of the "Loyalty Program", or breaches these terms and/or any of the "Terms of Business CM" set forth on the Company's website.
- 4.6. The Company reserves the right, at its reasonable discretion, to discontinue the offering of this "Loyalty Program" to any of its clients, without having to explain the reasons. Such clients will be informed via email.
- 4.7. Clients may opt-out from the "Loyalty Program" whenever they wish. Please send your request to the following email address: support@cmindex.com and the relevant department will process your request and inform you accordingly.
- 4.8. 8.The Company reserves the right to alter, amend or terminate the "Loyalty Program" or

any aspect of it at any time. It is recommended that participants in the “Loyalty Program” consult these Terms & Conditions on the Company’s website regularly. Please note that taking part in the “Loyalty Program” constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.

- 4.9. 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 Loyalty Program without being genuinely interested in trading in the markets and/or taking market risk), fraud, manipulation, cash-back arbitrage connected to a trading bonus or any other forms of deceitful or fraudulent activity, will nullify all previously credited CM Prizes lot of the Eligible Client’s real trading Accounts with the Company and/or any 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(s) with the Company, cancel all orders and annul all profits of such participant.
- 4.10. If Account becomes Dormant all previously awarded CM Prize(s) lot will be immediately withdrawn from the respective Eligible Clients real Account with the Company.
- 4.11. This promotion may be redeemed 1 time per 1 prize by any Eligible Client.
- 4.12. Taking part in the “Loyalty Program” constitutes acceptance of these Terms & Conditions and the Business Terms and Policies set forth on the Company’s website.
- 4.13. The “Loyalty Program” is available for a limited period only, as indicated in the rules of engagement of the specific promotion, and/or survey of which the “Loyalty Program” is mentioned to be a part.
- 4.14. The “Loyalty Program” terms shall be governed by and construed by the Laws of Saint Vincent and the Grenadines. 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.
- 4.15. If any of the “Loyalty Program” terms were to be

translated into a language other than English, then the English version of these terms shall prevail where there is any inconsistency.

5. Risk Warning

- 5.1. Forex and CFD trading pose a major threat to your invested capital. Please read our Risk Disclosure, available on the Company's website, and make sure you understand it fully.