

# The FXTM Mountain Expedition Live trading contest

**Terms and Conditions** 

FXTM 富拓高峰征服者

外匯實盤交易大賽

條例和條款

#### Introduction 引言

FXTM is organizing a Live Trading Competition, The FXTM Mountain Expedition (the "Competition") and invites all Clients of FXTM to register. By registering to become a contestant (the "Contestant") and participating in the Competition, you agree to be bound by the Terms and Conditions ("the Terms") set out below.

FXTM 富拓全新實盤交易大賽—FXTM 富拓 "高峰征服者" (下稱 "比賽"),邀請本公司所有客戶報名參加。 註冊成為參賽選手("參賽者")並參與競賽,即表示您同意接收以下條例和條款("條款")約束。

1. Interpretation of Terms 術語解釋

1.1 In this Competition:

在本次比賽中:

"Account" means a live trading account designated by the Client in MyFXTM for the purposes of this Competition;

"賬戶" : 客戶在 MyFXTM 中選定的用於參加本次比賽的真實交易賬戶;

"Competition Period" shall be from the 17th of October, 2016 (00:01), to the 4th of November, 2016 (inclusive);

"比賽期": 從 2016年10月17日(00:01)到2016年11月4日(包含上述日期);

"Minimum Deposit" shall mean a deposit in the Account of an amount equal to or in excess of \$100 or equivalent;

"最低入金": 賬戶中的入金額等於或超過 100 美元或其他等值貨幣。

"Operative Agreements" shall mean the agreements entered into by the Client and FXTM that govern all trading activity of the Client with FXTM. Operative Agreements consist of the Client Agreement, Policies and Terms of Business, as these may be found in the Account Opening Agreements section of the Websites of FXTM and as may be amended from time to time.

"操作協議":客戶與 FXTM 富拓達成的規範客戶在 FXTM 富拓所有交易活動的協議。操作協議包括客戶協議、政策和商業條款,這些都可在 FXTM 富拓網站開戶協議專欄看到並且不定期修訂。

"Prizes" shall mean the prizes as defined in Table 2 below.

"獎金": 見表 2。

"Profit Calculation Formula" shall mean the profit calculation formula provided in para 3.7 below. "利潤計算公式" :見第 3.7 條所示的利潤計算公式。

"Registration Period" shall be the 26th of September 2016, to the end of the Competition Period.

"註冊期" : 2016 年 9 月 26 日至比賽期結束。

"Websites" refer(s) to www.forextime.com/eu and www.forextime.com

"網站": www.forextime.com/eu 和 www.forextime.com

1.2 Any words whose meaning is not defined herein shall have their meaning provided in the Operative Agreements.

任何未作釋意的術語其定義請參見操作協議。

#### 2. Eligibility Criteria

#### 合格標準

2.1 To participate and become a Contestant in the Competition, you must meet the following requirements:

要參加並成為本次比賽的參賽者,您必須符合以下要求:

a) You are a Client of FXTM, eligible to trade in accordance to, and have agreed to, the Operative Agreements;

您是 FXTM 富拓的客戶,根據且已同意的操作協議有資格交易;

b) You run an Account with FXTM as per the applicable minimum deposit and/or other requirements of FXTM;

依據適用的最低入金和/或 FXTM 富拓的其他要求,您在 FXTM 富拓有一個賬戶;

c) You have registered for participation in the Competition and agreed to these Terms during the Registration Period.

您已註冊參加本次比賽並在註冊期內同意這些條款。

d) You have deposited a "Minimum Deposit" within the Registration Period. 您在註冊期内已存入"最低入金額"。

### 3. Specific Competition Terms 特別比賽條款

3.1 The Competition is applicable to all CFDs (excluding CFDs on shares), Forex, precious metals and commodity futures only.

本次比賽適用於所有 CFDs(不包括股票 CFDs)、外匯、貴金屬和商品期貨。

3.2 The Competition is applicable to the following accounts only: MT4 Standard, Cent, MT4 ECN (excluding PAMM Program), ECN Zero, Strategy Account and FXTM Pro.

本次比賽適用於以下賬戶: MT4 標準、美分、MT4 ECN (不包括 PAMM 項目), ECN 零佣金賬戶、外匯操盤師賬戶和 FXTM 富拓 Pro 賬戶。



3.3 Each Contestant is allowed to participate in the Competition with only one Account entry.

每位參賽者只允許用一個賬戶參加比賽。

- 3.4 Withdrawal requests shall be processed normally during the Competition Period, subject to the Contestant meeting standard requirements set out in the Operative Agreements. 比賽期內出金申請按操作協議所列的標準要求正常處理。
- 3.5 Transfer of funds between accounts are not considered as deposit(s) for the purposes of this Competition.

賬戶之間資金轉賬不被視為本次比賽的入金。

3.6 Upon commencement of the Competition Period, the Contestants can trade as they wish. When determining the winners of the Competition, these trades will be considered as per the Profit Calculation Formula set out in para. 3.7 below.

"Profit Calculation Formula"

"利潤計算公式"

比賽開始後,參賽者可按他們的意願交易。比賽獲勝者將按第3.7條所列的利潤計算公式來確定。

3.7 Subject to para 4 (1)(c) below, the winners of the Competition will be the Contestants who, in accordance to the Profit Calculation Formula, have the highest ratio of profits in percentage terms at 23:59:59 on the last day of the Competition Period, out of the total pool of Contestants.

根據以下第 4 (1)(c)條,本次比賽的獲勝者是在比賽期最後一天 23:59:59 在全體參賽者中根據利潤計算公式利潤百分比最高的選手。

The Profit Calculation Formula is:

利潤計算公式是:

Profit (%) = [(Profit (+ Bonus(es)) / (Starting Equity + Deposits)] \* 100 + ( "Facebook +50 Bonus" ) 利潤 (%) = [(利潤 (+ 獎金)) / (初始淨值 + 入金)] \* 100 + ( "Facebook +50 獎金" )

3.8 For the purposes of the Profit Calculation Formula:

在利潤計算公式中:

• "Bonus" shall mean a fictitious correction on Profit, based on the applicable Level(s); the aforementioned correction shall be for the purposes of this Competition only and shall not in any event affect the actual Profit entitlement as evidenced in the Trading Platform . The Bonus shall be visible in "MyFXTM" .

"獎金" : 根據適用的等級對利潤進行虛擬調整;前述調整只用於本次比賽,在任何情況下都不影響交易平台所顯示的實際應得利潤。獎金可在"MyFXTM"中查看。

• "Deposit(s)" shall, subject to para 3.13 below, mean all deposits made in the Account during the Competition Period following acceptance of the Terms and the Minimum Deposit required to enter this Competition.

"入金" :根據以下第 3.13 條 , 在接受本條款並存入參賽最低要求入金額後在比賽期內的全部入金。

• "Level(s)" shall mean the Level(s) as per Table 1 below. The Level(s) are based on Contestant' s Profit % within the Competition Period as determined by the Profit Calculation Formula.

"等級":表 1 所列的等級。這些等級是基於參賽者在比賽期內根據利潤計算公式確定的利潤%。

• "Profit" shall mean the actual profit on the Contestant' s Account, if any.

"利潤":參賽者賬戶的實際利潤。

- "Profit%" shall mean the percentage of profit, if any, following the Profit Review in relation to the Contestant's Account. The Profit % as it gets updated from time to time, shall be visible in "MyFXTM".
   "利潤%": 在對參賽者利潤進行評估後的利潤百分比(如果有的話)。利潤%定時更新,可在"MyFXTM"查詢。
- "Profit Review" shall mean the review and calculation performed by FXTM during the Competition Period in order to determine the Contestant' s Profit% as per the Profit Calculation Formula. The Profit Review shall be performed, every 15-minutes, automatically.

"利潤評估":由 FXTM 富拓在比賽期內進行的評估和計算,以按照利潤計算公式確定參賽者的利潤%。利潤評估每 15 分鐘自動進行。

• "Starting Equity" shall, subject to para 3.13 below, mean the Equity (Balance + Floating Profit – Floating Loss) in the Contestant' s Account as is:

"初始淨值":根據第 3.13 條,指參賽者賬戶的淨值(餘額+浮動利潤-浮動虧損:)

- at 00:01 on the 17th of October 2016, if the Contestant has met 2.1 a) to d) above, before the start of the Competition Period;

如果參賽者在比賽期開始前已滿足以上 2.1 a) to d), 那麼初始淨值計算時間為 2016 年 10 月 17 日 00:01,

- at 00:01 on the next day following the day conditions 2.1 a) to d) are met by the Contestant, if the Contestant has met the said conditions, following the start of the Competition Period.

如果參賽者在比賽期開始後滿足 2.1 a) to d)的條款,那麼初始淨值計算時間為達到上述條件後的第二天 00:01。

• "Facebook +50 Bonus": The Contestant who, during the Registration Period, shares the Competition banner - available in "MyFXTM" - and makes it public on his/her Facebook, alongside the hashtag #FXTMmountain and the Contestant's nickname as used in the Competition, shall be entitled to an extra 50 (units) on Profit% in accordance to the Profit Calculation Formula.

"Facebook +50 獎金" :參賽者在註冊期內在他/她的 Facebook 上分享本次比賽的橫幅-可在"MyFXTM"內看到-並且加上標籤#FXTMmountain 和該參賽者用於本次比賽的暱稱,那麼根據利潤計算公式將有資格在利潤%獲得額外的 50(單位)。

It is hereto understood that the Facebook +50 Bonus is a once-off, irrespective of the times the Contestant shares the abovementioned Competition banner during the Registration Period. 
參賽者須理解不管他們在註冊期內分享前述比賽橫幅多少次,Facebook +50 獎金是一次性的。

#### Table 1/Bonus as per Level(s)

#### 表 1/等級獎金

	Level 1 等級 1	Level 2 等級 2	Level 3 等級 3	Level 4 等級 4	Level 5 等級 5
Profit % 利潤%	300%	700%	1500%	5000%	15000%
Bonus 奖金	The most profitable Closed Position at the moment the Contestant reaches Level 1, if any, is calculated twice on Profit Calculation. 在參賽者達到等級 1時盈利水平最高的已平倉定單。如果有的話,利潤計算增加一倍。	The most negative Closed Position at the moment the Contestant reaches Level 2, if any, is removed on Profit Calculation. 在参赛者达到等级 2时亏损水平最高的已平仓定单。如果有的话,该定单从利润计算中去除。	Negative swaps on any Closed Positions, at the moment the Contestant reaches Level 3, are removed from Profit Calculation. 在參賽者達到等級 3 時任何已平倉定單的負掉期從利潤計算中去除	The most profitable Closed Position at the moment the Contestant reaches Level 4, if any, is calculated triple on Profit Calculation. 在參賽者達到等級 4 時 盈利水平最高的已平倉 定單。如果有的話,利 潤計算增加兩倍。	The most negative Closed Positions - up to a maximum of three (3)-, at the moment the Contestant reaches Level 5, if any, are removed from Profit Calculation.  在參賽者達到等級 5 時虧損水平最高的已平倉定單最多三(3)單-如果有的話,該定單從利潤計算中去除。

It is hereto declared that:

#### 特此申明:

(i) Any Bonus(es) or Facebook +50 Bonus as mentioned above, already applied as per an earlier Profit Review, shall always be taken into account to determine any new Level reached following a subsequent Profit Review, and any further Bonus the Contestant may be entitled to as per Table 1.

已根據早些時候的利潤評估計算的獎金或 Facebook +50 獎金應在後續的利潤評估以確定達到的新等級時被考慮在內,參賽者應獲得的進一步獎金根據表 1 確定。

- (ii) The Contestant is entitled to a Bonus once he/she reaches the applicable Level. The Bonus, if any, shall materialize following the Profit Review.
- 一旦參賽者達到適用的等級,他/她有資格獲得獎金。獎金將在利潤評估後落實。
- (iii) The Contestant is entitled to a Bonus only once per Level and irrespective of the number of times the Contestant reaches that particular Level during the Competition Period.

每個等級參賽者只能獲得對應的獎金一次,無論該參賽者在比賽期內達到這一等級多少次。

3.9 Subject to para 3.13 below, Closed positions, for the purposes of calculating Profit and Bonus, will be all the positions that are closed during the Competition Period.

根據以下第3.13條,用於計算利潤和獎金的已平倉倉位為在比賽期內平倉的所有倉位。

3.10 In calculating Profit, all open positions in the Contestant's Account, as of 23:59:59 on the 4th of November 2016, shall be considered at the last quoted price on the relevant FXTM Trading Platform. 在計算利潤時,參賽者賬戶截至 2016 年 11 月 4 日 23:59:59 所有未平倉倉位按相關 FXTM 富拓交易平台的最後報價計算。

Short Positions will be calculated using the Ask Price and Long positions will be calculated using the Bid Price.

短倉使用買價計算,長倉使用賣價計算。

3.11 FXTM will maintain during the Competition Period a daily leader board recording the Contestant's indicative Profit% standing.

FXTM 富拓將在比賽期內發布每日排行榜,記錄參賽者的利潤%狀態。

<sup>&</sup>quot;Option to Reset"

"重置選項"

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3.12 The Contestant shall, at any time during the Competition Period, have the right to reset his/her current Profit% standing ("Option to Reset"). It is understood that following the exercise of the Option to Reset:

參賽者在比賽期內有權隨時重置他/她的當前利潤狀態("重置選項")。在執行重新選項後:

- a) Subject to (b) below, the Profit% shall be considered for the purposes of this Competition as 0%; 根據以下(b)條,參加本次比賽的利潤%設置為 0%;
- b) All the earlier Bonus(es) accrued shall be negated automatically except from the Facebook +50 Bonus, if any.

所有此前產生的獎金將被自動取消,除了Facebook +50 獎金(如果有的話);

- c) The Contestant may, during the Competition Period, re-enter the Competition afresh provided that he/she re-deposits in the Account a new Minimum Deposit;
- 參賽者在比賽期內可重新參加比賽,但他/她需在賬戶中重新存入新的最低入金;
- d) The Terms of this Competition continue to apply. 本次比賽的條款繼續適用。
- 3.13 In the event the Contestant re-enters the Competition, following an Option to Reset: 如果參賽者在執行重置選項後再次參加比賽:
- (a) For the purposes of the Profit Calculation Formula,

在利潤計算公式中,

Deposit(s) shall mean deposits made in the Account during the Competition Period following a new Minimum Deposit, after using option to reset, as per 3.12(c) above.

入金指在該參賽者根據以上 3.12(c)使用重置選項存入新的最低入金後在比賽期內存入的資金。

- "Starting Equity" shall mean the Equity in the Contestant's Account, following a new Minimum Deposit, after using option to reset, as per 3.12 (c) above.
- "初始淨值"指該參賽者根據以上 3.12(c)使用重置選項存入新的最低入金後賬戶內的淨值。
- (b) For the purposes of calculating Profit and Bonus(es), only Closed Positions that are closed following the a new Minimum Deposit as per 3.12 (c) above, shall be taken into account. 在計算利潤和獎金時,只有根據以上 3.12(c)存入新的最低入金後平倉的倉位被考慮在內。

#### Example:

舉例:

On the 17th October 2016, Mr. FXTM Contestant enters the Competition in accordance to the Terms. Following the first Profit Review, Profit% for the Account is calculated at 20%. Mr. FXTM Contestant continues to trade and on the 24th of October his Profit% reaches 300% (Level 1); as such the Contestant becomes entitled to the applicable Bonus as per Table 1. On the Profit Review following the Bonus entitlement, the Contestant's Profit% is calculated at 400%. On the same day the Contestant shares the Competition Banner via his Facebook account as per the Terms and he thus becomes entitled to the Facebook +50 Bonus; his Profit% now becomes 450% (400% + 50%). On the 26th of October, the Contestant's Profit% becomes negative; Mr. FXTM Contestant decides to exercise the re-set option and re-enter the Competition. The Contestant makes a new Minimum Deposit in the Account and re-enters the Competition with a starting Profit% at 50% due to his earlier Facebook +50 Bonus. Mr. FXTM Contestant starts his trading activity afresh until the end of the Competition Period.

2016 年 10 月 17 日,某先生根據條款參加比賽。在第一次利潤評估後,他的賬戶利潤%為 20%。該參賽者繼續交易,10 月 24 日,他的利潤達到 300%(等級 1),這樣他有資格按表 1 獲得對應的獎金。在獲得獎金權利後的利潤評估中,該參賽者的利潤%是 400%。同一天他根據條款通過 Facebook 賬戶分享了比賽橫幅,這樣他有資格獲得 Facebook +50 獎金,他的利潤%現在變成 450%(400% + 50%)。 10 月 26 日,該參賽者的利

潤%為負數,他決定執行重置選項並重新參賽。該選手在賬戶中重新存入最低入金並重新參加比賽,由於他之前的 Facebook +50 獎金,他的初始利潤%為 50%。該選手重新開始他的交易活動,直到比賽期結束。

#### 4. Competition Prizes

#### 比賽獎金

4.1 a) The Prizes that are available for distribution are set out in Table 2 below. 可發放獎金如表 2 所示。

b) In the event that two or more Contestants have the same percentage (to the second decimal point), then the Contestant with the smallest drawdown will be higher in the rank. Whereas there are still two or more Contestants with the same result, and those Contestants are both entitled to a Prize, then the prize will be shared equally between these Contestants.

在兩名或多名參賽者有相同的利潤百分比(精確到小數點後兩位),那麼資金回撤幅度最小的參賽者排名更高。如果仍有兩名或多名參賽者比賽結果相同,那麼由這些參賽者平分獎金。

c) Within 30 days after the end of the Competition, the eligible winners will be notified by e-mail – to the email address they have specified during registration – accordingly (hereinafter "the notice"). Prizes shall be awarded only to Clients with the status "Approved", meeting standard requirements as per the Operative Agreements. In case an eligible winner fails to provide such documents as deemed necessary by FXTM within a 5 Business-Days notice, the Prize shall be awarded to the next Contestant in the ranking . The final list of the winners will be announced on the Websites.

在比賽結束後的 30 天内,合格的獲勝者將由電子郵件通知—郵件發送至他們在註冊時所指定的電子郵件地址 (下稱"通知")。獎金將僅授予狀態為"批准"、根據操作協議滿足標準要求的客戶。如果一位合格的獲勝者未 能在通知後的 5 個工作日內提供 FXTM 富拓要求的必要的文件,獎金將授予排名在他後面的那位參賽者。獲 勝者最終名單將在網站上公佈。

d) The monetary Prizes set out in Table 2 shall be credited to the winners' Accounts as Credit and shall be available for trading purposes only. Upon completion of the minimum lots, calculated in accordance to the following formula, the funds available shall be transferred to the Balance of winners' Accounts and shall be available for withdrawal also.

表 2 所列的現金獎勵將貸記至獲勝者的賬戶,只能用於交易目的。在完成最低手數(按以下公式計算)後,資金將轉至該獲勝者的賬戶餘額中,也可供提取。

Minimum Number of Lots = Prize /100 最低手數=獎金/100

e) Only positions left open for a minimum of five minutes shall be calculated within the Minimum Number of lots

只有開倉時間超過5分鐘的交易被計算在最低手數中。

f) The Prizes are non-transferable, non-exchangeable or non-convertible, unless otherwise specifically stated herein, and can be withdrawn by the Contestant only upon successful completion of the Minimum Number of Lots.

獎金不可轉讓、不可交換或不可兌換,除非另有規定;參賽者在成功完成最低手數後可提取。

Table 2/ Prizes 表 2/獎金

Rank of winners 獲勝者排名	Prize
1st 第一名	\$50,000
2nd 第二名	\$20,000
3rd 第三名	\$10,000

## **FXTM** IT'S FOREX TIME

4 <sup>th</sup> 第四名	\$7,000
5th 第五名	\$5,000
6th 第六名	\$3,000
7th 第七名	\$2,000
8th 第八名	\$1,500
9th 第九名	\$1,000
10 <sup>th</sup> 第十名	\$500
Total Prize Pool 總獎金額	\$100,000

#### Example 2:

#### 舉例 2:

FXTM announces that you are the 1st winner of the Competition. You receive \$50000 as Credit on your Account, which you can trade for as long as you wish. As soon as you complete the minimum number of lots, which are in this case 500 (calculated as follows: 50.000 divided by 100 = 500), available Credit given as a prize in the Competition shall be transferred to the Balance of the same trading account and you will be able to withdraw funds or continue to trade.

FXTM 富拓宣布, 您是本次比賽第一名獲得者。您在賬戶內收到貸記資金 50000 美元, 這筆資金您可以隨意 用來交易,時間不限。只要您完成了最低手數,在本例中為500(按以下方式計算:50000/100=500),作為 獎金的貸記資金將轉至同一賬戶的餘額中,您可以出金或繼續交易。

#### 5. Miscellaneous

#### 其他

5.1 FXTM has the right to disqualify any Contestant if: 在下列情況下,本公司有權取消參賽選手資格:

a. a breach of these Terms and/or any term of the Operative Agreement occurs; 違反本條款與條例和/或公司操作協議的行為;

b. FXTM has reasonable grounds to believe a misuse of the Competition; FXTM 富拓有合理的理由相信比賽被濫用;

c. The Contestant acts in bad faith and/or abusively and/or fraudulently and/or in a manner that is not in the spirit of the Competition.

參賽選手的行為不符合誠信原則和/或濫用和/或欺詐和/或行為方式不符合競賽精神。

5.2 Each Contestant hereby expressly consents that FXTM: 每位參賽選手明確同意本公司:

a) may publically announce their name and details of their participation in the Competition on the Websites or any other publication (electronic or not);

可在網站或其他出版物(電子或其他)上公佈他們的姓名以及參賽細節;

b) use a photo of the Contestant in any appropriate manner and publication that FXTM decides to use, without any recourse or compensation, and that the Contestant surrenders and waives all copyright and intellectual property rights to the use of such photo in relation to the Competition or FXTM's promotional activity;

以適當的方式使用獲獎選手的照片以及發佈在公司決定使用的出版物上,參賽選手無追索或補償權。上述照片 在與本次競賽或 FXTM 的推廣活動相關的情形中使用,參賽選手放棄有關版權和知識產權;

c) may conduct an interview with the Contestant and use said interview in any publication as they wish in relation to the Competition or FXTM's promotional activity.

可安排和對參賽選手進行採訪,並可在與競賽或 FXTM 推廣相關活動中將採訪內容刊登在出版物上。

5.3 In the event of any dispute or misinterpretation of the above applicable Terms, such dispute or misinterpretation shall be resolved by FXTM, acting in good faith and as it shall, in its sole and absolute discretion, deem fit and proper. FXTM's decision shall be final and binding.

在出現任何對於上述適用的條款和條例的爭議或誤解的情況下,該爭議或誤解應由本公司本著誠信善意原則,由其在單獨和絕對自由裁量之下做出其認為適當的行為。本公司的決定為終局性,具有約束力。

5.4 FXTM reserve the right, as it is in their sole discretion deems fit, to alter, amend, suspend, cancel or terminate this Competition, or any aspect of the Competition at any time, subject to giving you prior notice. Under no circumstances shall FXTM be liable for any consequences of any alteration, amendment, suspension, cancelation or termination of the Competition.

FXTM 富拓保留,在本公司自由裁量認為適當的情況下,在任何時間在向您發出提前通知情況下變更、 修正、中止、取消或終止本次競賽或本次競賽的的任何方面的權利。在任何情況下, 富拓不負責由於比賽的更改、修正、中止、取消或終止造成的任何結果。

5.5 Notwithstanding the translated language of this document, the English wording shall be the binding version in the event of any discrepancy between the two languages.

無論本文件翻譯語言的情況如何,在出現兩種語言的任何不符的情況下,均以英語版本為準。