

# Phillip Nova Zero Spread Zero Commission FX Promotion

### **TERMS AND CONDITIONS**

Phillip Nova Pte. Ltd. ("**PNPL**") is applying a promotional spread rate for a selected FX pair on Phillip MetaTrader 5 platform ("**Campaign**"). By participating in the Campaign, you agree to be bound by the Terms and Conditions ("**Terms**") and any such variation thereof, which PNPL, in its sole discretion, will continue to announce on its website. PNPL is regulated by the Monetary Authority of Singapore.

PNPL is offering a promotional spread rate starting from zero pips and zero commission for the Australian Dollar/US Dollar ("AUDUSD") currency pair on Phillip MetaTrader 5 to each keen individual who satisfies the requirement listed in Eligibility Criteria through this Campaign.

## **Campaign Period**

1. PNPL will commence the Campaign from 1<sup>st</sup> July 2024 to 31<sup>st</sup> July 2024, both dates inclusive.

## **Eligibility Criteria**

- 1. The Campaign is valid for new and existing client of Phillip Nova Pte Ltd with a live Phillip MT5 account and sufficient funds to initiate a new position.
- New-to-Phillip Clients to successfully open a Phillip MT5 trading account by completing the process via this Campaign <u>link</u>, and indicate campaign code "Zero Spread Campaign" under the section "How do you know PNPL? of the Account Opening form
- 3. PNPL reserves the right to refuse to issue incentive to those who are categorised as a **Non-Eligible Client** and not eligible to participate in the Campaign as follows:
  - (a) A sole proprietorship, company, partnership, and any entity that constitute as a Corporate entity;
  - (b) PNPL's Employees and/or their Immediate Family Members;
  - (c) All agencies and/or service providers engaged by PNPL (including but not limited to advertising agencies, promotions agencies, printing companies, event management agencies and any persons assisting or who are involved in the Campaign) and their Employees and Immediate Family Members.

### **Conditions of Incentives**

- 1. PNPL will revert the spread settings of AUDUSD on Phillip MetaTrader 5 back to its regular rate prior to the promotion on 1<sup>st</sup> August 2024.
- 2. All opened positions or pending positions after the campaign period will be subject to the regular spread rates regardless of when the trades are initiated.
- 3. All decisions made by PNPL regarding any aspect of the Campaign, shall be final.

### **Ownership & Rights**

- 4. By participating in the Campaign, participant grant PNPL with permission to publish/disclose some of its personal information (including but not limited to its name and photos, use of statements) on its marketing channels without any payment and/or compensation, for promotional, advertising, marketing and/or publicity purposes (where not prohibited by written law). Participants agree to the collection, use and disclosure to third party service providers by PNPL, of any personal data provided by Participant to PNPL in conjunction with the Campaign, for such purposes as PNPL deems reasonably necessary for the administration and management of the Campaign.
- 5. Except where expressly stated, PNPL owns all the intellectual property rights in all the contents and design of the website, flyers, banners and other collaterals and any logos or trademarks displayed on the Website or any platform in connection to the Campaign. Participants may use the materials on the website, flyers, banners, and other collaterals for its personal and non-commercial reference only. Participants may not reproduce, republish, distribute, translate, transmit, display, broadcast or otherwise exploit any materials on the website, flyers, banners, and other collaterals, or use any logos or trademarks displayed on the website, flyers, banners, and other collaterals, or consent of PNPL and/or relevant third-party owner of intellectual property rights.

### **Limitation of Liability**

6. By entering this Campaign, participant agree to release, discharge, and hold harmless of PNPL and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from



any claims, losses, and damages arising out of their participation in this Campaign or any Campaign-related activities and the acceptance and use, misuse, or possession of any reward hereunder.

- 7. Participant agree to indemnify PNPL against any losses, claims, demands, liabilities, costs and expenses for personal injury or death, loss, damage to property, breach of any obligations, warranty or representation, intellectual property infringement claims, fines and penalties, which may be imposed on or which PNPL may suffer or incur or which may be made, instituted or asserted against PNPL arising out of or by reason of negligent acts, omissions, fraud, wilful misconduct, or a breach of obligations, covenants, representations or warranties by Advertiser in connection with this Campaign.
- 8. PNPL shall not assume any liability for any loss incurred or suffered by any person in connection with the Campaign, howsoever arising, including without limitation, any error in computing trades and trade commissions, and any subsequent changes to commission prices. Trading in financial instruments carries various risks and is not suitable for all investors. It is possible to lose more than your initial investment.

#### **Miscellaneous**

- 9. No content on this Campaign or its advertisement shall be considered an offer or solicitation for the purchase or sale of any futures, financial or investment products. All information and data, if any, are for reference only and past performance should not be viewed as an indicator of future results. No content on this Campaign shall be considered as an opinion or recommendation.
- 10. Unless otherwise permitted by PNPL, Eligible Client may not be eligible to participate in any other ongoing similar campaign organised by PNPL.
- 11. PNPL has sole discretion to determine cases of suspected abuse, fraud, or breach of the Terms or intent of the Terms. PNPL shall have the final decision and not obliged to provide reasons for the same.
- 12. PNPL reserves all rights to revise, alter or delete any Terms in the Campaign at any time without prior notice to Eligible Client; including but not limited to, and the right to postpone, temporarily halt, or terminate this Campaign, at any time and in its sole and absolute discretion. All Eligible Client shall be bound by such variations, amendments, deletions and/or additions. PNPL shall not be obliged to give any reason or enter into any correspondence with any person on any matter concerning this Campaign.
- 13. The Terms should be read in conjunction with the terms and conditions stipulated in Customer Trading Agreement, Product Disclosures, and Risk Warnings available at the website. In the event of any inconsistency between these Terms and any advertising, promotional, publicity and other materials relating to or in connection with the Campaign, these Terms herein shall prevail. PNPL has the right to the final interpretation of these Terms. In the event of any dispute, the decision of PNPL shall be final and binding and no further correspondence will be entertained.
- 14. A person who is not a Participant governed by these Terms shall have no rights under Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any Terms of this Campaign.
- 15. This Campaign and the Terms shall be governed by Laws of Singapore and each Participant agrees to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.