



**First Deposit Bonus Campaign**

**Terms & Conditions**

**December 2020**

# BDS MARKETS

## 1. Introduction

1.1 By opening a Classic Trading Account or using an existing Classic Account not yet funded and participating to the Bonus Offer with BDS Markets (hereafter the “**Company**”), the Client acknowledges that (s)he has read, accepted and agreed to be bound by the terms and conditions herein (hereafter referred to as the “**Bonus Offer**” or “**Bonus Terms & Conditions**” or “**Bonus Campaign**”) which form a part of the Client Agreement and the Company’s General Terms and Conditions for Forex and CFDs (hereafter referred to as the “**Client Agreement**” or “**General Terms & Conditions**”).

## 2. Definitions

2.1 All terms shall have the definition assigned to them in Paragraph 4 of the Client Agreement.

2.2 Unless indicated to the contrary, the terms stated below shall have the following meanings and may be used in the singular or plural as appropriate:

“**Bonus Account**” shall mean the Classic Trading Account opened or selected by the Client to benefit from the Bonus Offer as set out herein.

“**Client**” shall mean any prospective or existing Client who has successfully completed the Online Account Opening Procedure with the Company, provided the required documentation and information and has been fully verified in accordance with the General Terms & Conditions of the Company and the Applicable Laws and Regulations.

“**First Time Deposit**” shall mean the first amount successfully deposited by the Client on his/her Trading Account with the Company.

## 3. General Provisions

3.1 The decision whether to offer the Bonus Offer to a Prospective or existing Client (hereafter referred to as “**Client**”) is clearly and indisputably at the Company’s absolute and unreserved discretion. The Company will, as part of its fiduciary and legal responsibilities, take into consideration any information that the Client or Prospective Client presents to the Company during the application process which includes, but it is not limited to, the Client’s financial situation, trading experience and knowledge. The

# BDS MARKETS

Company, based on the information provided by the Client, will evaluate whether the Bonus Offer is suitable and/or appropriate for the Client.

3.2. The Bonus Offer is in general intended for sufficiently experienced traders. If the Client is interested in, (s)he should carefully read, understand, and accept the Terms & Conditions herein before requesting or accepting the Bonus Offer from the Company.

3.3. Bonus Offer shall only be granted to Clients who have completed successfully the online account opening procedure by receiving a relevant notification as per the Company's General Terms & Conditions.

3.4. Before granting the Bonus Offer, the Company will request the Client's explicit consent, acceptance of the Bonus Terms & Conditions prior to the Deposit, by "opting -in" and checking the relevant box on the Payment Page on the Client's dashboard. If the Client does not consent to the Bonus Terms & Conditions and does not request explicitly to receive the Bonus by selecting the relevant box, the Company will not grant him/her the Bonus Offer.

3.5. The Company reserves the right, in its sole discretion as it deems fit, to amend the Bonus Terms & Conditions herein at any time by giving you notice by internal mail or by email or by placing a notice on the Company's website. The Company will endeavor to provide the Client with an advance notice of such amendments unless it is otherwise impractical for the Company to do so. Additionally, the Client will have the option either to continue using the trading benefit or cancel it without any cost and without to be considered that the trading conditions are not fulfilled.

## **4. Bonus Offer Period**

4.1. The Bonus Offer shall start from 00:00:01 GMT +2 on the 23rd of December 2020 and end at 23:59:59 GMT+ 2 on the 23rd of December 2021. At the end of this Offer Period, the Company, at its sole discretion may decide to automatically renew the Campaign under the same terms. The initial term of the Campaign may be adjusted as set out paragraph 3.5. above.

# BDS MARKETS

## 5. Bonus Offer Conditions

5.1. The Bonus Offer will **not be available** for Client resident of the European Union (“EU”), the European Economic Area (“EEA”) or of any other country, according to the local regulations in force or to the Company’s Prohibited Countries Policy as updated from time to time.

### 5.2. Eligibility

To be eligible to benefit from the Bonus Offer, the Client must be any Client who has been accepted as a Client by the Company **and fulfill the following conditions:**

- a. The Client shall fully identify himself/herself by uploading all the required documentation to be accepted as a Client and be fully verified by the Company as per its KYC procedures and General Terms and Conditions.
- b. The Client shall open or use an existing Classic Trading Account with the Company (hereafter the “**Trading Account**”). Information related to the Company Account Types are available <https://www.bdswiss.com/forex/account-types/>.
- c. The Client shall not yet have made a First Time Deposit on his/her newly opened or existing Trading Account.
- d. The Client shall not participate in one of the Company’s Trading Competitions, as it may be offered from time to time, and shall be prevented from entering one of the Company’s Trading Competitions with the selected Bonus Account.

### 5.4. Bonus Amount

5.4.1 The Bonus Amount represents a credit of 30% (thirty percent) on the successful First Time Deposit (hereafter “**FTD**”) made on the selected Trading Account (hereafter “**the Bonus**”).

5.4.2. The successful First Time Deposit shall mean the first amount validly deposited and credited into the selected Trading Account. In accordance with the Anti -Money Laundering Laws and Regulations and

# BDS MARKETS

the Company's General Terms and Conditions, a deposit may be held, rejected, or not be successfully processed. In this event, the deposit shall not be considered as a successful First Time Deposit and shall not be taken into account for the calculation of the Bonus.

5.4.3. The Bonus shall not exceed 500 USD/EUR/GBP (depending on the Client's account base currency).

5.4.4. The Client shall be entitled to claim only one (1) Bonus. Exception, if the Client has a Trading Account with another Company of the Group, the Client shall be eligible to claim a Bonus for the Account (s)he holds with the said Company, subject to the specific Bonus Terms & Conditions of the said Company.

## **5.5 Claim a Bonus**

5.5.1. The Client eligible to claim a Bonus, must make a First Time Deposit within (1) month from:

- a. The Registration Date if (s)he is a new Client. The registration date shall mean the date of the notification received to his/her registered email address after successful completion of the online account opening procedure with the Company.
- b. The date of the Company's Bonus Offer promotional email was received to his/her registered email address, if (s)he is an existing Client.

5.5.2. The Client shall select a Classic Trading Account from his /her personal Dashboard and activate the Bonus on the specific Payment Page, where the First Time Deposit shall be made.

5.5.3. The Bonus shall be then automatically credited on the selected Trading Account on the form of a Credit non-transferable between accounts and non-withdrawable. The Bonus shall be withdrawable only under the Terms as set out in Section 5.7 below.

5.5.4. The bonus shall be calculated and credited accordingly to the Client's account base currency.

## **5.6. Bonus Lifetime**

5.6.1. The Bonus shall expire after three (3) months from the date it was credited to the selected Trading Account and removed accordingly to paragraph 5.8. below.

5.6.2. The Bonus Lifetime may be extended accordingly to paragraph 3.5. above

# BDS MARKETS

5.6.3. The Client may cancel the Bonus at any time by sending an email at support@bdswiss.com. Once the Bonus has been cancelled by the Company, the Client understands and acknowledges that it shall not, in any case be recovered.

## 5.7. Bonus Withdrawal

5.7.1. The Bonus shall be granted in the form of a Credit and shall not be withdrawn pursuant the paragraph 5.5.3. above, unless the terms herein are fulfilled.

5.7.2. The Client shall be eligible to withdraw the Bonus only if (s)he has fully identified himself/herself and provided to the Company all the required information and documentation pursuant the General Terms and Conditions of the Company. If the Client failed to verify his/her Account as per the General Terms & Conditions of the Company, the Bonus Amount shall be removed from his/her credit or balance account and the Client shall be solely held responsible for the consequences resulting as for example losses or stop out positions.

5.7.3. The Bonus may be withdrawn and added to the Client's Balance, if the Client completes the minimum Bonus Volume Requirements on Instruments included in the Bonus Conversion Plan within three (3) months from the date the Bonus was credited on his /her trading Account:

- a. The minimum Bonus Volume Requirements shall mean a minimum of lots traded on the selected Trading Account, calculated as follows:

Bonus volume formula:  $\langle \text{Number of lots (per 100,000 USD volume)} \rangle = \langle \text{The Bonus amount} \rangle / 2$  (Only closed deals are taken into account).

*Example 1: The Client fully verified made a successful First Time Deposit on the Selected Trading Account of 100 USD. The Client is eligible to receive a Bonus of 30 USD. The Bonus amount will be credited into the Client's trading account. To be able to withdraw the 30 USD Bonus, the Client must place 15 lots to be traded on Forex and Metal Pairs.*

- b. Instruments included in the Bonus Conversion Plan:

- I. All forex pairs containing USD, EUR, GBP, CHF, CAD , AUD , NZD

# BDS MARKETS

II. All Indices

III. All Commodities (In the case of CL\_BRENT, NGAS, USOIL, XAG/USD, 100 lots should equate to 1 converted lot).

c. The positions must be opened and closed AFTER the Bonus was credited to be included in the Bonus Volume Conversion.

5.7.4. The Bonus Volume Requirement, as well with the progression of the completion of the trading volume requirement shall be visible in the specific section of the Client 's Dashboard.

5.7.5. The Bonus Volume Requirement shall be reached for the Bonus amount to be automatically transferred to the Client's Trading Account's Balance within a maximum two (2) business days during the Market Opening Period.

5.7.6. The above terms shall apply only for the withdrawal of the Bonus Amount Credited. The Client shall conserve the right to withdraw his/her own funds at any time during the Bonus Campaign Period as per the General Terms and Conditions of the Company.

## **5.8. Bonus Removal**

5.8.1. At any time, the Client shall be allowed to opt-out from the Bonus Campaign or request the cancellation of the Bonus, by written email sent via his/her registered email address to support@bdswiss.com.

5.8.2. The Bonus Amount shall be automatically removed, without prior notice, if the following events occurred:

a. The Client has withdrawn or has transferred a certain amount to another Trading Account, conducting to an equity lower or equal to 105% (one hundred and five percent) of the Bonus Amount.

*Example 1: The Client receives a Bonus of 150 USD for a FTD of 500 USD. The Client places a withdrawal*

# BDS MARKETS

of 492.5 USD. The equity is now equal to 157.50 USD corresponding to 105% of the Bonus Amount (105% of 150 USD = 157.50).

*Example 2: The Client's Balance \$1000 + \$300 Bonus = 1300 USD equity. The Client withdrawn or transferred at least \$985 (105%), the Bonus will be removed.*

- b. The Client's Trading Account Equity drops to 105% (one hundred and five percent) of the Bonus Amount.

*Example 1: Clients Balance \$1000 + \$300 Bonus = Equity is \$1300. Once clients Equity drops to \$315 (105% of the Bonus Amount), the Bonus is removed. In this event, the removal of the Bonus shall conduct to the immediate Client Account Stop out.*

- c. If the Client does NOT convert the Bonus Amount into his/her balance within three (3) months from the date of the Bonus was Credited.
- d. The Client's Trading Account becomes Inactive as per the General Terms & Conditions.
- e. The Client failed to fully verify his/ her Account, and to fully identify himself/herself as per the General Terms and Conditions of the Company and has not converted the credit Bonus to his/her balance, then the Bonus Amount shall be removed from the equity, the account rejected, and the remaining available balance send back to the source.

## **6. Termination, Warnings and Acknowledgement**

6.1. At all times, the Company reserves the right to deny, withhold or withdraw any promotion at its sole discretion at any time. If the Company suspects any wrongdoing, deception, fraud or other forms of deceitful or fraudulent activity in a Client's trading or if the Client otherwise acted with a lack of good faith towards the Company, then the Company reserves the right, at its sole discretion to:

- a. temporarily or permanently, block, suspend or terminate the Services or any portion thereof and close the Account, and/or
- b. remove and/or deduct any offer, upgradation, advantage which might have been granted to such users (taking into account any loss sustained which will be fully recognized) and/or;



# BDS MARKETS

- c. remove and/or deduct any profits gained by such users as a result of such manipulation or abuse, including by closing any open positions the applicable account(s), and/or
- d. deny, withhold or withdraw from that user such promotion and any future promotion. For the avoidance of doubt in such circumstances, Advantage or any other discounts granted to such users and any profit or gains obtained by such users may be withdrawn, while any loss suffered by such users will be recognised and sustained and/or
- e. cancel all orders and/or transactions executed and nullify all profits generated, and/or
- f. terminate that Client's access to the services provided by the Company or the Group of Companies and/or terminate the contract between the Company and the Group of Companies and the Client for the provision of services. In case of permanent termination of the business relationship with the Client, any unused funds (less profits generated from it, if applicable) will be transferred to the Client back to the same source it originated.

6.2. The Client acknowledges that Forex and CFDs are leveraged products which involve a high level of risk. When trading in such products, the Client understands it is possible to lose all of their invested capital. These products may not be suitable for everyone and the Client should ensure that (s) he understands the risks involved. The Client should seek independent advice if necessary.

6.3 The Bonus Offer may not be combined with any other sale, promotion, discount, and/or offer. If more than one discount promotion is affecting at the same time. The one with a higher discount percentage will be taken into consideration.

6.4. The Bonus Terms & Conditions are made in the English language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between the original English text and its translation into any other language, as the case may be, the original version in English shall prevail.

6.5 In the event of a dispute or misinterpretation of this Bonus Terms & Conditions, this shall be resolved in accordance with the Company's Complaints Handling Procedure Policy, by the Company, acting in good faith and it shall, in its sole absolute discretion, deem fit appropriate. The Decision of the Company shall

# BDS MARKETS

be final and binding.

6.6 The Company reserves the right to levy an administration charge on the Client up to the value of the offer to cover any costs incurred by the Company in respect of validating or investigating information provided by the Client to the Company or contacting the client.

6.7 The Company will not be held liable for any losses incurred by the Client as a result of his /her trading or in relation to this Bonus Offer.

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