

## **TERMS AND CONDITIONS 50% Big Splash Bonus**

### **I. INTRODUCTION**

1. FRNG LTD operating under the trading name RallyTrade, is a Nigerian Company registered with the Registrar of Companies in Lagos under number 1288748, with its registered office in Fanis house, 21 Adeniyi Jones Avenue, Ikeja, Lagos, Nigeria and regulated by the Financial Commission.
2. The "50% Big Splash Bonus" Terms and Conditions is an integral part of the General Terms and Conditions and provisions set herein are considered as an annex of all General Terms and Conditions.
3. These Terms and Conditions are available for free for all visitors and Clients on RallyTrade's website address [www.rally.trade](http://www.rally.trade).

### **II. CONDITIONS OF ELIGIBILITY**

4. Subject of the present Terms and Conditions is RallyTrade's Clients who have satisfied the Eligibility Criteria for the offer („*Eligible Clients*") as set out in the sections following hereinafter.
5. The „50% Big Splash Bonus" may be offered by RallyTrade to Clients who open real trading account with RallyTrade, in cases where such Clients are referred to RallyTrade via specific websites, seminars and/or social network sites in the context of certain specific promotions, and/or surveys that RallyTrade may be running on such specific websites, seminars and/or social network sites.
6. RallyTrade, at its reasonable discretions, offers the "50% Big Splash Bonus" to any Client (s) who is resident of Nigeria.
7. Without limiting the foregoing, participation in the "50% Big Splash Bonus" is not allowed for persons under the age of 18.
8. Participation of "*Intermediaries/Related Parties*" in the "50% Big Splash Bonus" is prohibited. If the registration and/or trading data of a participant in "50% Big Splash Bonus" correspond with the registration and/or trading information, including but not limited to IP address, of another participant in the "50% Big Splash Bonus", Rally Trade reserves the right to regards 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 "50% Big Splash Bonus", including, without limitation:
  - a) family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;

- b) person or entity, whom any participant in the “50% Big Splash Bonus”, directly or indirectly through one or more intermediaries, controls, or whom, directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with any participant in the “50% Big Splash Bonus”; for the purposes of this definition, the term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any participant in the “50% Big Splash Bonus”, 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.

9. Similarly, persons associated in any matter whatsoever with RallyTrade and/or with the specific websites and/or social network sites on which RallyTrade may be running from time to time certain specific promotions, contest and/or surveys, in the context of which access to the “50% Big Splash Bonus” is offered, are not allowed to participate in the offer

10. The “50% Big Splash Bonus” cannot be offered to Clients that, from the moment of registering, had withdrawn a sum equal or bigger with the sum of the total deposits.

### III. SPECIFIC “50% Big Splash Bonus” TERMS

11. Eligible Clients, who meet the criteria set forth herein are able to receive a trading bonus in accordance with the campaigns presented below:

#### a) FIRST DEPOSIT BONUS – UP to 50%

- The Clients that have opened a real trading account shall receive up to 50% of their first deposit;
- The Bonus is given as Credit to the real account;
- The maximum amount of trading bonus(es) accumulated due to participation in “50% Big Splash Bonus” is set to 1000 USD or 500.000 Naira;

#### b) REDEPOSIT BONUS UP to 50%

- The Clients that make a second deposit shall receive up to 50% of the amount of their second deposit;
- The Bonus is given as Credit to the real account;
- The maximum amount of trading bonus(es) accumulated due to participation in “50% Big Splash Bonus” is set to 1000 USD or 500.000 Naira;

**The Bonuses within “50% Big Splash Bonus” cannot be withdrawn.**

#### IV. GENERAL TERMS

12. In order to enter the Campaign and receive the Bonus, the Clients have to send a request for this purpose to the email address [backoffice@rally.trade](mailto:backoffice@rally.trade) or to call the Organizer by contact phone. Please note that it may take up to 5 days before the trading bonus is added to the account of an Eligible Client who meets all of the criteria set forth herein.

13. The “50% Big Splash Bonus” applies to all clients who open real Account with Rally Trade in accordance with the rules set herein and granted trading benefits may be used for trading purposes only. The Bonus will be applicable to all types of real accounts: Basic, Standard and Professional.

14. **The bonus will expire after 45 days since the deposit date. Please note that the Bonus will be withdrawn regardless of the existence of open positions.** Failure to close the open position according to the present Terms and Conditions, exempts RallyTrade of any liability regarding any losses, damages, costs, and expenses suffered by the Client.

15. The Bonus Campaign addresses to all Real Clients, no matter the platform used for trading (xStation or MetaTrader 4).

16. RallyTrade reserves the right, at its solely discretion:

- a) To decline registration of any participant in the “50% Big Splash Bonus”; and
- b) Disqualify any participant in the “50% Big Splash Bonus” who tampers or attempts to tamper with operation of “50% Big Splash Bonus”, or breaches these terms and/or any of RallyTrade’s Terms and conditions set forth on Rallytrade’s website.

Under no circumstance shall RallyTrade be liable for any consequences of any trading bonus cancellation or decline, including, but not limited to, order(s) closure Stop Out.

17. RallyTrade reserves the right, at its sole discretion, to discontinue the offering of this “50% Big Splash Bonus” to any of its clients.

18. In the event of internal transfers between trading accounts with RallyTrade, **trading bonuses cannot be transferred by the Client**. The Bonus is given only for particular trading account and cannot be moved to other accounts of a particular Client.

19. If a Client shall make a request to transfer any amount of funds from the account in which he/she received bonus, the following operations shall apply:

- all bonus amounts shall be removed from the account;
- the amount of transfer shall be deducted from the specified account, if Client has available amount in Free Margin level;
- the amount of transfer shall be added into the other account, according with request details.

20. If the Client who received the Bonus wants to withdraw funds from his/her real account, the following conditions shall apply:

a. The Client can withdraw funds considering the following formula:

**Equity – Bonus > 0**, where

Equity = Balance ± Open Trades' Result

In such case, firstly, the Bonus will be removed from the Client's real account and after that the withdrawal request will be processed.

b. If Equity – Bonus < 0, no funds can be withdrawn from the real account, unless condition from point "a" is met.

**21. In case the Equity is equal to half of the Bonus' value, RallyTrade shall reset the account automatically regardless of the existence of open positions. RallyTrade cannot be held liable regarding any losses, damages, costs, and expenses suffered by the Client that may arise from this action.**

22. No partner's commissions are paid for trading on trading benefit funds.

23. The "50% Big Splash Bonus" is available for a limited period of time only between November 1st, 2017 and November 30, 2017, as indicated in the rules of engagement of the specific promotion, and/or survey of which the "50% Big Splash Bonus" is mentioned to be a part.

24. The "50% Big Splash Bonus" addresses only to non-Islamic real accounts.

## **V. Modifications of the present Terms and Conditions**

25. RallyTrade reserves the right to alter and/or terminate the "50% Big Splash Bonus" without any notice or notification whatsoever at its own discretion. RallyTrade shall not be held responsible for the Clients' consent to the modifications of these Terms and Conditions if the modifications are available on RallyTrade's Website. It is recommended that participants in the "50% Big Splash Bonus" consult these Terms and conditions on the RallyTrade's website regularly. Please note that taking part in the "50% Big Splash Bonus" constitutes acceptance and agreement to abide by any such alterations, amendments and/or changes.

## **VI. Final provisions**

26. RallyTrade reserves its right to end or change the conditions of the present "50% Big Splash Bonus" at any moment, without providing a motivation regarding this decision.

27. RallyTrade will not be held responsible for Clients' impossibility of enter the "50% Big Splash Bonus" due to causes outside of RallyTrade's control, such as but not limited to technical dysfunctions. RallyTrade will not be held responsible for the incorrect personal data provided by those Clients who benefit from the present described campaign or for any other factors which could affect the qualifying for the "50% Big Splash Bonus" and which are outside of RallyTrade's guilt.

28. Any indication or suspicion, in RallyTrade's solely 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 trading benefit without being genuinely interested in trading in the markets and/or taking market risk), fraud, manipulation, cash-back arbitrage connected to a trading benefit or any other forms of deceitful or fraudulent activity, will nullify all previously credited trading benefits of the Eligible Client's real trading Accounts with RallyTrade and/or any and all transactions carried and/or profits or losses garnered therein. In these circumstances, RallyTrade reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Eligible client's real trading Account (s) with RallyTrade, cancel all orders and annul all profits of such participant. In these circumstances, RallyTrade shall not be liable for any consequences of the trading benefit cancellation, including, but not limited to, order(s) closure by Stop Out.

29. By taking part in the "50% Big Splash Bonus", the Clients agree to respect and comply with the present Terms and Conditions, the General Terms & Conditions and the applicable laws. In the event of any conflict between the present Terms & Conditions and the General ones, the General Terms & Conditions will prevail.

30. The possible litigations which may arise from the on-going of the "50% Big Splash Bonus" shall be solved on amicable terms and the Parties are obliged to make all the efforts for this purpose.

31. The English laws are considered applicable for the present Terms & Conditions.