



## **Q8TRADE BONUS TERMS AND CONDITIONS**

**Last Updated on June 21, 2017**

1. The following terms are made by and between:
  - a) Q8Trade.com, a brand operated by Kuwait Securities Co. (K.S.C.-closed), a Company duly registered under the Kuwaiti Law with Registration Number 3307, authorised as a Kuwaiti Investment Firm by the Capital Markets Authority with License Number AP/2013/0012 and having its registered address at Kuwait Stock Exchange Building, 1st floor, Mubarak Al-Kabeer St., Sharq, Kuwait City, Kuwait (hereinafter "We", "Our", "Us", "Q8" or the "**Company**"); and
  - b) Every individual who registers with the Company and holds an active trading account and who accepts an offer from the Company to participate in any of its Promotion(s) (hereinafter "**the Client**", "**You**" or "**Trader**").
2. Any references in this agreement to Trader/s and/or Client/s are regarded to the Trader/s and/or Client/s of Q8.
3. The terms and conditions contained in this document ("**General Promotion Terms**") apply to all promotional offers that Company may make available to You from time to time, whether sent in correspondence (for example emails, SMS, computer pop-ups and letters) or published via the web landing page on the Website or otherwise (each a "**Promotion**") and any bonuses and other benefits granted in connection therewith ("**Trading Benefits**"). The General Promotion Terms and together with any applicable specific promotional terms, as set out on the individual web landing page for the relevant Promotion ("**Specific Promotional Terms**"), and terms of the [Terms and Conditions](#) and [Privacy Policy](#) (collectively, the "**Rules**"), form a legal agreement between You and Us and can only be amended with Our consent. By participating in any Promotion, You are indicating Your acceptance to be bound by the Rules. You should check these General Promotion Terms and any applicable Specific Promotional Terms before participating in any Promotion. In the event of any conflict or inconsistency between these General Promotion Terms, any applicable Specific Promotional Terms and the Client Agreement, the Specific Promotional Terms shall prevail, followed by these General Promotion Terms, but only to the extent necessary to resolve such conflict or inconsistency.
4. The decision whether to make a promotional offer to a prospective/potential client is clearly and indisputably at Q8's absolute and unreserved discretion. The Company will, as part of its fiduciary responsibilities, take into consideration any information You present to the Company during the application process, which includes, but is not limited to, Your financial situation and Your trading experience.
5. Trading Benefits granted under Our Promotions are intended for experienced Traders. As per point 4 above, the Company may not directly offer such benefits to all Clients. If You are interested in receiving a promotional offer, you should carefully consider the terms and conditions below prior to requesting or accepting the same from the Company.
6. Clients are expected to utilize Trading Benefits in a rightful and justified manner, according to the Rules. Should Q8 under any circumstance suspect any wrongdoing or deception, Q8 reserves the right to cancel



the Promotion and/or any related Trading Benefits offered and/or granted in connection therewith with respect to the specified trading account. Q8 reserves the right to close the Client's account if it suspects any form of abuse or refrainment by the client.

7. Eligibility to receive Trading Benefits may be restricted to one per household, account, device or computer.
8. In addition to Trading Benefits offered by the Company, any Client who holds a real trading account with Q8 will be eligible to participate in Trading Competition(s), when available by Q8. Please read the competition's Terms and Conditions and FAQs to find out more specific information. The Leader Board will generally be updated on an hourly basis, however from time to time, this period may be extended. Any prizes will be added into Client's trading account and can be withdrawn subject to standard withdrawal requirements.
9. In addition to periodic offers promoted by Q8 from time to time, Q8 offers the following Trading Benefits:

**Merchandise**

- a) **Technology Bonus I (iPhone)** – offered to holders of Gold membership trading account only (subject to limited supply); in order to qualify and receive iPhone device, eligible Clients are required to trade in a Minimum Trading Volume (number of units) equal to EUR 25,000,000 (twenty five million EURO).
- b) **Technology Bonus II (MacBook)** – offered to holders of Platinum membership trading account only (subject to limited supply); in order to qualify and receive MacBook device, eligible clients are required to trade in a Minimum Trading Volume (number of units) equal to EUR 25,000,000 (twenty five million EURO).

The iPhone Bonus and MacBook Bonus shall each and collectively be referred to as "**Merchandise**".

**Other Bonuses**

- c) **Welcome Bonus (offered to all class members)** – Company offers a sign-off bonus to new Clients who are making their first deposit, equal to a predefined percentage of the Client's **initial deposit**, which predefined percentage, varies and depends on the Client's membership\account classification.
- d) **Upgrade (Redeposit) Bonus** (offered only to Clients who upgrade their account classification, for instance from Gold to Platinum) - equal to a predefined percentage of the Client's **re-deposit** (i.e., the amount re-deposited by Client to earn his\her upgraded membership\account classification), which predefined percentage varies and depends on the Client's membership\account classification, pre and post such re-deposit.
- e) **Rebate Bonus** (offered to all class members) – equal to a predefined percentage of the **spread** that client has traded.



10. Within 3 days after the end of each Promotion, the eligible winners will be notified by e-mail and/or telephone and/or Company's Website - to the email/telephone they have specified during registration-accordingly.

**Conditions:**

- a) **New and/or existing Traders requirements:** Each Promotion may be addressed to new or existing Traders only or both.
- b) **Minimum Deposit Requirement:** Each Promotion may require a minimum deposit to be made by the Trader during the promotional period for which the offer shall be valid in order for him/her to be eligible for the Trading Benefits granted under the relevant Promotion.
- c) **Minimum Trading Volume Requirements:** Each Promotion may require a minimum trading volume (i.e., the minimum sum of aggregated invested amount comprising of the amount of contributed bonus multiplied by the applicable Multiplier) to be traded during the promotional period for the Trader to be eligible and earn the Trading Benefits offered under the respective Promotion (**collectively "Minimum Trading Volume"**).

For example, if a Trader agrees to receive a bonus at the value of one thousand US Dollars (USD 1,000) with a Multiplier of 50x, then the required Minimum Trading Volume will be set at fifty thousand USD Dollars (USD 50,000).

For the purposes hereof, any amounts attributed to or comprising the Trader's Account Bonus Balance shall not be considered in the calculation for the purpose of determining the Minimum Trading Volume.

- d) **Conversion of Bonus funds into real money:** for each 1 lot traded using bonus funds (each lot equals to a 100,000 units), 1 USD will be automatically converted from bonus funds into Trader's Account Cash Balance. For example, Trader deposits USD 1000 into his\her trading account, gets a bonus of USD 200, opens a position of 100,000 units of EUR/USD, and closes the position on break even. In this case, taking into calculation the conversion mechanism described above, the Trader's non-withdrawable amount shall equal USD 199 and the Trader's Account Cash Balance shall equal USD 1,001.
- e) **Withdrawal Requests While Bonus is Active:** Any withdrawal shall only be attributable to your Account Cash Balance. Q8 does not wish to restrict your account during the period in which you have not met trading volume requirements related to your bonus. In such case, if you request a withdrawal of all or part of the amount of bonus prior to achieving the Minimum Trading Volume requirement, then such withdrawal shall be followed by: (i) a pro-rated reduction in Your Account Bonus Balance, at such percentage equal to the ratio between the amount of bonus credited into Your Account Bonus Balance and the amount comprising Your Account Cash Balance at such time; and (ii) a further deduction from the remaining balance (after applying the pro-rated reduction pursuant to subsection (i) above), all amounts actually converted from bonus funds into Trader's



Account Cash Balance prior to withdrawal as a result of trading using the bonus funds. Prior to actual withdrawal, You will receive a notification from Company with calculation of the exact deductible amount, with the option to cancel or reduce your withdrawable amount to avoid such deduction. Company also reserves the right to delay the processing of your withdrawal request until all Open Positions are closed. Thus, You **must** ensure that all Open Positions are closed/settled prior to submitting your withdrawal request.

11. **Expiration:** unless otherwise specified in the Specific Promotional Terms, any and all Trading Benefits granted under each Promotion shall expire after the lapse of six (6) month following the month during which the same has been credited into the Trader's account with the Website. In addition, any and all Trading Benefits granted under each Promotion shall expire if Trader's Account Cash Balance is zero.
12. **Disclaimer concerning Merchandize:** Company does not make any warranty or representation, whether express or implied (whether by law, statute or otherwise) with regards to the Merchandize or Your use of the Merchandize including, but not limited to, implied warranties and conditions of merchantability, suitability, reliability, satisfactory quality or fitness for a particular purpose or any other implied terms, all of which the Company excludes to the maximum extent permitted by law. In addition, Company makes no warranty that the use of the Merchandize will be uninterrupted, timely, secure or error-free or that it is free of viruses or bugs. Merchandize will be distributed by or supplied (as applicable) by third parties. The Company will in no way be liable to You for late delivery of such items. Additional third party terms and conditions may apply to your use of the Merchandize. The provision of Merchandize is subject to limited supply, and in the case of a lack of stock of certain Merchandize, no alternate choice will be offered to Trader. By participating in the Promotion, each Trader grants the Company and/or its affiliates and associated business partners, the right to provide his/her personal details to the relevant third party vendor in order to receive the relevant Merchandize.
13. Your participation in the Promotion is deemed to constitute Your agreement that We may use your name, likeness or image for promotional purposes on the Website or elsewhere without the requirement for any payment and You expressly waive any claims against Us in this regard.
14. The terms and conditions and any matters relating hereto shall be governed by and construed in accordance with the laws of Kuwait and shall be subject to the exclusive jurisdiction of Kuwait City, Kuwait.

**Definitions:**

**“Account Bonus Balance”** refers to the portion of the Total Value of Your Account that is unavailable for withdrawal until the Minimum Trading Volume is achieved. This amount is calculated by adding the Active Bonus plus its Proportional Value of trading Profit and Loss.

**“Account Cash Balance”** refers to the portion of the Total Value of Your Account that is available for withdrawal at any time. This amount is calculated by adding the Net Deposits plus their Proportional Value of trading Profit and Loss.

**“Active Bonus”** shall refer to a Trading Benefit of a specific bonus amount that is deposited into a trading account that has a Minimum Trading Volume requirement, which is agreed upon between the Company and the Client. In



certain cases where a Client has more than one (1) active bonus, all bonuses will be aggregated and treated as one (1) active bonus.

**“Net Deposits”** is the amount of deposits minus withdrawals.

**“Open Positions”** shall mean any open option contract (a Long Position or a Short Position).

**“Total Cost of Your Open Positions”** refers to the value of all Open Positions.

**“Total Value of Your Account”** refers to the Account Cash Balance + Account Bonus Balance + Total Cost of Your Open Positions.

**“Multiplier”** shall refer to numerical multiplier used to calculate the Minimum Trading Volume. This multiplier can be up to fifty (50) times the bonus amount. For example, if a Client agrees to receive a \$1,000 bonus with a multiplier of 50x, the Minimum Trading Volume will be fifty thousand (\$50,000).

**GENERAL RISK WARNING:** TRADING IN CFDs CARRIES A HIGH LEVEL OF RISK AND CAN RESULT IN THE LOSS OF ALL OF YOUR INVESTMENT. AS SUCH, CFDs MAY NOT BE APPROPRIATE FOR ALL INVESTORS. YOU SHOULD NOT INVEST MONEY THAT YOU CANNOT AFFORD TO LOSE. BEFORE DECIDING TO TRADE, YOU SHOULD BECOME AWARE OF ALL THE RISKS ASSOCIATED WITH CFDs TRADING, AND SEEK ADVICE FROM AN INDEPENDENT AND SUITABLY LICENSED FINANCIAL ADVISOR. UNDER NO CIRCUMSTANCES SHALL WE HAVE ANY LIABILITY TO ANY PERSON OR ENTITY FOR (A) ANY LOSS OR DAMAGE IN WHOLE OR PART CAUSED BY, RESULTING FROM, OR RELATING TO ANY TRANSACTIONS RELATED TO CFDs OR (B) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER. FOR MORE INFORMATION ABOUT THE RISKS ASSOCIATED WITH TRADING CFDs [CLICK HERE](#).