



**FXTM**

IT'S FOREX TIME

**Demo Account Contest**

**模拟账户竞赛**

**Round 1**

**第一场**

**Terms and Conditions**

**条例和条款**



## INTRODUCTION

### 引言

FXTM<sup>1</sup> is going to run a Demo Account Contest (hereinafter the “Contest”) and invites all individuals to register.

FXTM 富拓<sup>1</sup>即将推出模拟账户竞赛（下称“竞赛”），邀请所有的个人投资者报名参加。

By participating in this Contest, a contestant (hereinafter the “Contestant”) agrees to be bound by the Terms and Conditions (hereinafter the “T&C’s”) herein as these are set out below together with FXTM’s standard Client Agreement and Operative Agreements as well as to all other Business terms and conditions.

参加本次比赛，即表示参赛选手（下称“选手”）同意受以下条例和条款（下称“条款”）以及 FXTM 富拓标准客户协议、操作协议以及所有其他商业条例和条款约束。

## 1. INTERPRETATION OF TERMS

### 术语释义

#### 1.1. In this Contest:

在本次竞赛中：

“**Demo Account**” shall mean a Contestant’s Demo account with FXTM opened by FXTM after accepting the current T&Cs.

“**模拟账户**”：参赛选手接受本条例和条款后在 FXTM 富拓开设的模拟账户。

“**Client**” shall mean a person and/or legal entity who has completed the “Complete your Profile” Form via the Website and/or the “Corporate Trading Account Application Form” with regards to Clause 4.1. of the Client Agreement for Exinity Limited or any other designated by FXTM method, has read and accepted the Operative Agreements and relevant identity checks have been completed to FXTM’s satisfaction.

“**客户**”：已在 FXTM 富拓网站填写完成“个人资料”表或根据 Exinity Limited 客户协议第 4.1 条或富拓指定的任何其他方式完成“公司交易账户申请表”且已阅读并接受操作协议，完成身份识别检查的个人和/或法律实体。

“**Contest Period**” shall be from 11<sup>th</sup> of March 2019 (00:01) to 29<sup>th</sup> of March 2019 (24:00) (inclusive). FXTM reserves the right to extend the period of Contest at its own discretion.

“**竞赛期**”：本次竞赛将从 2019 年 3 月 11 日(00:01)开始到 2019 年 3 月 29 日（欧洲东部时间 24:00）结束（上述两个日期均包括在内）。本公司有权自行决定延长竞赛期。

<sup>1</sup> FXTM shall refer to Exinity Limited regulated by Financial Services Commission, Mauritius and operating under [www.forextime.com](http://www.forextime.com).

<sup>1</sup>FXTM 富拓为受毛里求斯金融服务委员会监管的 Exinity Limited，网站 [www.forextime.com](http://www.forextime.com)。

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**“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 Website of FXTM and as may be amended from time to time.

**“操作协议”**：客户与 FXTM 富拓达成的规范客户在富拓所有交易活动的协议。操作协议包括客户协议、政策和商业条款，这些文件可在 FXTM 富拓网站“开户协议”专栏找到，不定期修订。

**“Prizes”** shall mean the prizes as defined in Table 1 below.

**“奖金”**：详见下表 1。

**“Profit Calculation Formula”** shall mean the profit calculation formula provided in Clause 4.4. below.

**“利润计算公式”**：详见以下第 4.4 条的利润计算公式。

**“Registration Period”** shall be a period from 04<sup>th</sup> of February 2019 (00:01) to 29<sup>th</sup> of March 2019 (24:00) both days inclusive.

**“注册期”**：从 2019 年 2 月 4 日(00:01) -2019 年 3 月 29 日(24:00)（上述两个日期均包括在内）。

**“Website”** refer(s) to <https://www.forextimechina.com.cn/zh>

**“网站”**：<https://www.forextimechina.com.cn/zh>

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

任何未作释意的术语其定义请参见操作协议。

- 1.3. Times mentioned herein shall mean EET/EEST as applicable.

本条款中提到的时间根据适用的情况为 EET/EEST。

## 2. ELIGIBILITY CRITERIA

### 合格标准

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

要参加本次竞赛成为参赛选手，您必须满足以下要求：

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

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您是 FXTM 富拓的注册客户，符合并已同意按照有效协议进行交易：

- b) You agreed to these T&Cs during the Registration Period.

您在注册期内同意本条例和条款。

- 2.2. Any individuals who agreed with these T&Cs outside the Registration Period will not be eligible to participate in this Contest.

在注册期以外完成注册流程的个人客户无权参与竞赛。

### 3. TRADING TERMS

#### 交易条款

- 3.1. This Contest is applicable to CFDs in Forex and precious metals only.

本次竞赛仅适用于外汇和现货金属 CFD。

- 3.2. The Contest is applicable to the following accounts only: Standard MT4 Account opened in USD Currency.

本次竞赛仅适用于以下账户类型：以美元为账户货币的标准 MT4 账户。

- 3.3. Only positions that are opened for more than 5 minutes will be eligible for this Contest.

只有开仓时间超过 5 分钟的交易符合本次竞赛的要求。

- 3.4. It is hereto declared that irrespective of the number of trading accounts that a Contestant may run with FXTM, the Contest is applicable for one Account only during the Contest Period, as above.

特此声明无论客户在 FXTM 富拓有多少个交易账户，本次活动仅适用于如上所述的竞赛期内一个账户。

### 4. SPECIFIC CONTEST TERMS

#### 特别竞赛条款

- 4.1. Every individual is only allowed one entry in the Contest.

每位客户只可参加一次竞赛。

- 4.2. Following registration, your specific credentials for the Company's demo platform will be sent to your registered email address provided. Upon commencement of the Contest Period and accepting of T&C's during the Registration Period, all Contestants shall be provided with USD 100,000 virtual money to be used for the Contest. The Demo standard MT4 accounts will all be denominated in USD. No further deposit in the Demo account shall be permitted.

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注册完成后，您的富拓模拟平台特殊凭证信息将发送至您提供的注册邮箱地址。在竞赛期开始且客户已在注册期内接受本条例和条款情况下，富拓将为所有参赛选手提供 100,000 美元虚拟资金用于比赛。模拟标准 MT4 账户均将以美元计价。不允许向模拟账户进行进一步入金。

- 4.3. Upon the commencement of the Contest, the Contestants can trade as they wish during the Contest Period provided that positions remain open for at least 5 minutes to form part of the trades which will be considered in the calculation set out in Clause 4.4. below when determining the winner of the Contest. All open positions in the applicable demo account as at 23:59 on the 29<sup>th</sup> of March 2019 (EEST), shall be closed by the Company at the last quoted price on the Company's Demo MT4 Trading platform. Long positions will be closed at the bid price and short positions will be closed at the ask price.

竞赛开始后，参赛选手在竞赛期内可自由交易，但只有开仓时间在 5 分钟及以上的交易才会被计入以下第四条第四款所列的决定竞赛名次的交易计算中。至 2019 年 3 月 29 日 23:59(欧洲东部时间)，相关模拟账户中所有未平仓仓位将按富拓模拟 MT4 交易平台上的最后报价平仓。长仓以卖价平仓，短仓以买价平仓。

- 4.4. The winner of the Contest, which shall mean the person who Ranks as 1, will be the Contestant who has the highest ratio of profits in percentage terms from the Contestant's trading activity during the Contest Period.

The **Calculation Formula** will be:

$$[\text{Net Profits} \div 100000] \times 100 = \text{XX.XX}\%$$

竞赛的胜出者为竞赛期内交易活动获得最高利润百分比的选手。

计算公式为：[净利润÷100000] x 100 = XX.XX%

- 4.5. 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 the winner.

如果两名或两名以上参赛选手获得相同的百分比（精确到小数点后两位），那么资金回撤幅度最小的选手将胜出。

- 4.6. In the event that there are still two or more Contestants with the same result, then the first prize will be shared equally between these Contestants.

如果在此情况下，仍有两名或两名以上选手有相同的成绩，那么冠军奖金将在上述选手之间平均分配。

- 4.7. The Prizes that are available for distribution are set out in the table below. The Prizes will be added by FXTM to the Contestants USD wallet in MyFXTM and are eligible for withdrawal upon the completion of the Contest.

可分配奖金在下表中列出。奖金将注入参赛选手在 MyFXTM 的美元钱包，在完成比赛后可提取。

#### 4.8. TABLE 1 WITH THE PRIZES:

奖金表:

Ranking 名次	Prizes in USD 奖金 (美元)
1 <sup>st</sup> 第一名	10,000
2 <sup>nd</sup> 第二名	5,000

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3 <sup>rd</sup> 第三名	2,400
4 <sup>th</sup> 第四名	1,600
5 <sup>th</sup> 第五名	1,000
<b>Total 总计</b>	<b>20,000</b>

**Example:**

**举例:**

Mr. FXTM registers on the Website and accepts T&C's of the Contest during the Registration Period. FXTM opens Demo account for Mr. FXTM and provides USD 100,000 virtual money at his Demo Account. After Contest period and calculation FXTM announces that Mr. FXTM is the 3rd successful Contestant of the Contest. Mr. FXTM will receive USD 2,400 in his USD wallet in MyFXTM which can be withdrawn at any time.

FXTM 富拓先生在注册期内在富拓网站上注册并接受本次竞赛的条例和条款。富拓为他开设了模拟账户并在他的模拟账户中提供 100,000 美元虚拟资金。在竞赛期结束后，经过计算，富拓宣布该客户是本次竞赛第三名获得者。他将在真实交易账户中收到 2,400 美元，他可随时提取奖金。

**4.9.** For the awarded prize to be added into the Contestants USD wallet in MyFXTM, all Contestants will have to:

为使奖金注入到参赛选手的真实交易账户中，所有的参赛选手必须：

- ✓ provide the required documentation (i.e. proof of identification and address) to the Company (Note: the details provided during the registration in the Contest must be the same with the details in the provide documentation);

向本公司提供所要求的证明文件（比如身份和地址证明）（注意：竞赛注册期间提供的信息必须与证明文件提供的信息一致）；

- ✓ read and accept the Operative Agreements;

阅读并接受操作协议；

- ✓ be approved as a Company's Client by the Company, in accordance to the applicable laws and regulations.

根据相关法律和规定，由本公司批准为客户。

**4.10.** It is understood that the successful Contestants will be notified by e-mail – to the e-mail address they have specified during the registration process - accordingly (hereinafter the "Notice"). In the case a successful Contestant fails to comply with Clause 4.9. above, within five (5) business days of Notice, FXTM retains the right to cancel the prize. The final list of the Successful Contestants will be announced on the Website(s) of FXTM.

竞赛获胜者将由 FXTM 富拓发邮件至选手在注册流程中预留的电邮地址进行通知（下称“通知”）。若获胜者未能在收到通知后的五(5)天内满足以上 4.9 条的要求，FXTM 富拓保留取消他的奖金的权利。最终获胜者名单将公布在富拓网站上。



## 5. MISCELLANEOUS

### 其他

#### 5.1. FXTM has the right to disqualify any Contestant if:

在下列情况下，公司有权取消参赛选手资格：

- a) a breach of these Terms and/or any term of the Operative Agreement occurs;  
违反本条款与条例和/或富拓商业条款的行为；
- b) FXTM has reasonable grounds to believe a misuse of the Contest;  
FXTM 富拓有合理的理由相信本次竞赛被滥用；
- 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 Contest;  
参赛选手的行为不符合诚信原则和/或滥用和/或欺诈和/或行为方式不符合本次活动及适用条款的规定；
- d) Contestant has more than one demo account or entry in the Contest;  
参赛选手有一个以上模拟账户或参加比赛一次以上；
- e) The same IP address is used by two or more Contestants or uses anonymous HTTP/socks proxy-servers for trading in the Contest;  
两个或两个以上参赛选手使用同一 IP 地址或使用匿名 HTTP/socks 代理服务器参与竞赛交易；
- f) While the Contestant is using an expert advisor on their Demo account, defraud or manipulate or conducted any other form of deceitful or fraudulent trading activity in the Contest or has acted in bad faith or in a manner that is not in the spirit of the Contest;  
在参赛选手在他们的模拟账户中使用智能系统情况下，如参赛选手在竞赛中有欺诈、操控或其他形式的欺骗性或欺诈性交易活动，或者行为方式不符合诚信原则、竞赛精神，他们可能被取消参赛资格；
- g) The Contestant uses a dynamic IP address, in which the IP address changes instantly during the time the contestant is connected to the internet.  
如果参赛选手使用动态 IP 地址，该 IP 地址在客户连接到互联网的时候立刻变动，那么他有可能被取消参加模拟大赛的资格。

Disqualified Contestants will lose their right to claim prizes.

被取消参赛资格的选手将无权获得奖金。

#### 5.2. Each Contestant hereby expressly consents that FXTM:

每位参赛选手明确同意本公司：

- a) may publicly announce their name and details of their participation in the Contest on the Websites or any other publication (electronic or not);  
可在 FXTM 富拓网站或其他出版物（电子或其他）上公布他们的名字以及参赛细节；

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- 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 Contest or FXTM's Contest activity;

以适当的方式使用获奖选手的照片以及发布在公司决定使用的出版物上，参赛选手无追索或补偿权。上述照片在与本次竞赛或富拓的推广活动相关的情形中使用，参赛选手放弃有关版权和知识产权；

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

可安排和对参赛选手进行采访，并可在与竞赛或富拓推广相关活动中将采访内容刊登在出版物上

- 5.3. For purposes of clarity, Contest events include but are not limited to interviews, photos, listing announcement of their full names, pseudonyms, country of origin, prizes received and other related information. If the Contestant withdraws his consent, the Company has the right to disqualify the Contestant and/or award any prize given to the contestant to the next Contestant in line.

为了明确起见，推广活动包括但不限于采访、照片、公布参赛选手全名、化名、国籍、获得的奖金和其他相关信息。如果参赛选手撤回承诺，本公司有权取消他的参赛资格并将他获得的奖金授予排名在他后一位的选手。

- 5.4. 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.

在出现任何对于上述适用的条款和条例的争议或误解的情况下，该争议或误解应由 FXTM 富拓本着诚信善意原则，由其在单独和绝对自由裁量之下做出其认为适当的行为。FXTM 富拓的决定为终局性，具有约束力。

- 5.5. FXTM reserve the right, as it is in their sole discretion deems fit, to alter, amend, suspend, cancel or terminate this Contest, or any aspect of the Contest 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 Contest.

FXTM 富拓保留自主决定变更、修正、中止、取消或终止本次竞赛或本次竞赛的任何方面的权利。在任何情况下，富拓不负责由于竞赛的更改、修正、中止、取消或终止造成的任何结果。

- 5.6. Any indication or suspicion of fraud, manipulation, cash-back or bonus or swap arbitrage, or other forms of deceitful or fraudulent activity in a Contestant's account or multiple account with FXTM or otherwise related or connected to the Bonus will nullify any and all transactions executed and/or profits or losses garnered therein.

若有任何迹象或 FXTM 富拓怀疑客户账户或多个账户或其他与奖金相关的账户中存在欺诈、操控、返现或奖金或互换套利或其他形式的欺骗或欺诈活动，所有已执行的交易和/或由此产生的利润或亏损均无效。

- 5.7. The Contestant confirms that he/she is older than 18 years old and acknowledges the Risk Acknowledgment and Disclosure available on the Website.

参赛者确认他们已年满 18 周岁并承认 FXTM 富拓网站上公布的风险确认和披露声明。

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- 5.8.** 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.

无论本文件的翻译语言的情况如何，在出现两种语言的任何不符的情况下，均以英语版本为准。

- 5.9.** By participating in the Contest, the Contestants will be deemed to have read and accepted to be bound by the terms and conditions of this Contest as well as the Company's Client Agreement, Terms of Business and other documentation forming part of the Operative Agreements, which are available in section Account Opening Agreements of the Website.

若参与本次竞赛，参赛客户将被视作已经阅读并接受本次竞赛的条款和条例、富拓客户协议、商业条款以及其他组成操作协议的文件约束，这些文件可在 FXTM 富拓网站“开户协议”专栏找到。