

## TERMS AND CONDITIONS „TMS TRADE MASTERS COMPETITION 2” GENERAL TERMS 06.06.2017

1. The aim of "TMS TRADE MASTERS COMPETITION 2" contest is to obtain the highest rate of return while trading in financial instruments via TMS Trader demo trading platform.
2. The Contest is carried out on the demo version of the transaction system TMS Trader. The rules on the conclusion of virtual transactions on the Account within the framework of the Contest do not necessarily correspond to the conditions, rules and regulations relating to the conclusion of transactions on the live accounts of TMS Europe.
3. Only one account per person may participate in the contest.
4. The contest runs from 26<sup>th</sup> June 2017 until 23<sup>rd</sup> July 2017.
5. To enter the contest, all of the conditions of participation indicated herein must be satisfied.

The following prizes are to be awarded:

- a. First prize - (1item), Omega Globemaster watch of worth in the amount of 6000€.
- b. Additional prizes - (10 items) crediting the Account of the Participants who gained places from 2<sup>nd</sup> to 11<sup>th</sup> respectively with 250€.

### §1 GENERAL PROVISIONS

1. The contest called "TMS TRADE MASTERS COMPETITION 2", hereinafter referred to as the "Contest", is organized on the territory of the European Union.
2. The Contest runs from 26 June 2017 until 23 July 2017.
3. The Contest is organized by TMS Brokers Europe Ltd. with registered seat in Gzira, 266, Ta' Xbiex Seafront, GZR1020 entered in the Maltese Register of Companies under the number C70460, hereinafter referred to as the "Organizer" or "TMS Europe".
4. Entering the Contest is tantamount to acceptance by the Participant of all of the provisions of these Terms and Conditions.

### §2 DEFINITIONS

1. **Terms and Conditions** - these Terms and Conditions of the "TMS TRADE MASTERS COMPETITION"
2. **Contest Trading Period** - the period from 26 June 2017 until end of trading day on 23 July 2017.
3. **Period to enter** – the period from 9<sup>th</sup> of June 2017 until 23<sup>rd</sup> of July 2017 when the Participants can enter the Contest.
4. **Business Day** - any trading day on which it is possible to conclude transaction using financial instruments.
5. **Contest Day** – each of the 20 trading days between 26<sup>th</sup> June 2017 and 23<sup>rd</sup> July 2017,

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6. **Account** – demo Cash account maintained by TMS Europe for the Client in EUR.
7. **Cash** - virtual cash balance in the Account.
8. **Equity** - Account balance at closing of the day, taking into account the valuation of the open positions and the result of the closed positions.
9. **Initial Balance** – virtual cash in the amount of 50 000 EUR available in the Account of the Participant on the first day of the Contest.
10. **Awards** - collectively the Grand Prize and the Additional Awards
11. **Participant** - a natural person who opens a demo Account.
12. **Rate of Return** - the rate of return calculated on the basis of the formula set out in the Terms and Conditions.
13. **Qualification** – in case of Participants who already hold an Account, entering the Contest; for new Clients, Qualification shall refer to registration by submitting a relevant declaration by filling out a form available on the website: [masters.tmseurope.com](http://masters.tmseurope.com).
14. **Related person** - a person in relation to another Participant, ascendant, descendant, sibling, spouse, parent or spouse's sibling, a person remaining in an adoptive relationship or a person using the same IP address of the computer or mobile device, via which transactions are concluded or the person using the same equipment as the other Participant or a person who shares with another Participant at least one of the following addresses: residence, registered or mailing.

### §3 PARTICIPANTS

1. The Contest is open only to natural persons that cumulatively meet the following conditions:
  - a. have full legal capacity,
  - b. have an Account at TMS Europe,
  - c. properly filled the designated on-line form of the Contest,
  - d. have elected their own unique nickname. The nickname must not contain any words or phrases which could be objectively found offensive,
  - e. have not been excluded or banned from participating in the Contest by the Organizer.
2. The Competition is not open to Related persons, former and current employees of the Organizer or Dom Maklerski TMS Brokers S.A. with its registered seat in Poland, the members of the governing bodies of the Organizer or Dom Maklerski TMS Brokers S.A. with its registered seat in Poland, together with members of their immediate family, provided that “immediate family” refers to spouses, parents of spouses, ascendants, descendants and other adopted people.
3. The decision to exclude or disallow the Participant to enter the Contest lies with the Contest Committee.
4. Contest Committee reserves the right to prevent the Participant from entering the Contest or disqualify the Participant from the Contest throughout its duration and after its completion in case of a reasonable suspicion that the Participant acted contrary to

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the principles described in these Terms and Conditions or contrary to the purpose of the Contest. The Contest Committee reserves the right to exclude from the Contest people whose nicknames will be detrimental to the image of the Organizer or are commonly considered to be offensive.

5. By participating in the Contest, the Participant agree to:
  - a. the processing of personal data by the Organizer for the purposes related to the execution of the Contest and for Organizer's marketing purposes,
  - b. receiving Organizer's promotional and commercial offers sent to the email address indicated by the Participant,
  - c. the publication by the Organizer and cooperating entities general descriptions of transactions made by the Participant during the Contest Trading Period, including the rate of return, the level of capital changes, with additional commentary,
  - d. the publication by the Organizer and the entities cooperating with it, the nickname of the Participant, even if such nickname should constitute personal data within the meaning of the Data Protection Act Cap. 440,
  - e. The publication by the Organizer and the entities cooperating with it partial and final results of the Contest.

#### **§4 REGISTRATION AND CANCELLATION OF PARTICIPATION IN THE CONTEST**

1. Applications for the Contest will be accepted in the Period to enter.
2. Persons wishing to enter the Contest should submit a relevant declaration by filling out a form available on the website: [masters.tmseurope.com](http://masters.tmseurope.com)
3. Qualification for the Contest shall take effect no later than on the day following the fulfilment of all of the conditions of Qualification.
4. The Organizer provides all Participants with equal Initial Balance.
5. In case of providing false data, the Participant will be excluded from the Contest and, thus, lose the right to receive the prize.
6. Participant may at any time resign from the participation in the Contest by submitting a declaration of intent. Such declaration of intent should be in electronic form, and be sent from the correct email address for correspondence with the holder of the Account. The resignation declaration should be addressed to [contact@tmseurope.com](mailto:contact@tmseurope.com).

#### **§5 RULES OF THE COMPETITION**

2. Each Participant may hold only one Account per one unique IP address. Multiple registrations from the same IP address are not permitted, nor are multiple Accounts with the same personal data.
3. Cash available in the Account, the Participant will invest by buying or selling financial instruments, with the exception of the instruments on which there is a delay in the allotment to the Account as specified by the Organizer.

4. The Rate of Return is calculated according to the following formula:

$$\text{Daily Rate of Return (ri)} = \frac{\text{Equity}_{T_i} - \text{Equity}_{T_{i-1}}}{\text{Equity}_{T_{i-1}}} * 100\%$$

$$\text{General Rate of Return (rn)} = \frac{\text{Equity}_{r_n} - 50\,000}{50\,000} * 100\%$$

where:

*ri* – means daily Rate of Return on a given Contest Day,

*rn* – means general Rate of Return on n<sup>th</sup> Contest Day,

*Ti* – means Business Day on which the calculation is made,

*Ti-1* – means the day preceding the day on which the calculation is made,

*Tn* – means n<sup>th</sup> day of the Contest, *Equity Ti* – Mark to market valuation of the Operational Register at the closing of a Business Day (*Ti*), *Equity Ti-1* – Mark to market valuation of the Operational register at the Closing of the preceding Business Day (*Ti-1*), *Equity Tn* – Mark to market valuation of the Operational register on n<sup>th</sup> day of the Contest (*Tn*).

5. For determining the daily performance, the following rule shall apply:

- a. Monday lasts from Sunday 20:00 CET (or CEST respectively) until closing of the day on Monday,
- b. Tuesday, Wednesday, Thursday run from the first second after the closing of the preceding day until the closing of that day,
- c. Friday lasts from the first second after the closing of the preceding day until 23:00 CET (or CEST respectively).

6. The Organizer reserves the right, at its sole discretion, to cancel the transaction, make adjustments and re-settlement of transactions concluded at a price which differs from the market price.

## §6 AWARDS

1. The following Awards are to be won in the Contest:

- a. Grand Prize (1 item), Omega Globemaster watch of worth in the amount of 6000€,
- b. Additional Awards (10 items), award of 250€ for the Participants gaining places from 2<sup>nd</sup> to 11<sup>th</sup> respectively awarded on the terms as described below

2. The Participant who qualified for the Award is responsible for meeting any of the tax obligations arising from the Award.

3. If, in the Period to enter, the Participant has been excluded from the Contest by the Organizer, failed to collect the Award or to respond to the Organizer's attempts to contact him/her within 7 calendar days from the publication of the results, and s/he qualified for the Award, the prize will not be awarded to him/her.
4. Awards other than the Grand Prize will be transferred to the live account held by Organizer indicated by the Participant within 14 days after the publication of the results.
5. To receive the Award, the Participant must hold a live account which was opened using the same data that was provided during the registration process for the Contest, no later than on the 14th day after the publication of the final results of the Contest.
6. Live account is a fully verified TMS Trader real money account with completed registration procedure and AML procedure in accordance with the relevant laws and regulations.
7. In order to receive the Award other than the Grand Prize, the Participant must submit a declaration that s/he will not withdraw the amount constituting Additional Award for a period of 30 days from the date of crediting the live account.
8. Participants will be able to make deposits and withdrawals from the live account within 30 days from the date of the grant of Additional Awards, with the provision that any withdrawal from the live account decreasing the balance of the live account below the value of the Additional Award results in the Participant giving up his/her right to the Additional Award.
9. To benefit from the Awards, the Participant must submit a written consent, in the form prepared by the Organizer, for the Participant's image and name to be used by the Organizer for marketing and promotional purposes.
10. Failure to meet the conditions of the present Terms and Conditions prevents the Participant from benefiting from the Awards. In such case the Participant has no right to demand payment of an equivalent from the Organizer or arranging for the prize at another time.
11. Rights to the Award cannot be transferred to another person.
12. The Awards cannot be exchanged for their equivalent.
13. The award of the Grand Prize will take place in one of the offices of the Organizer in either Malta, Lithuania or Latvia or otherwise as determined by Organizer.

## §7 WINNERS

1. Grand Prize shall be awarded to the Participant who reached the highest Rate of Return in the Contest with accuracy of a hundredth of a percentage point and generated profit on the Account.
2. Additional Awards shall be awarded to Participants who reached the Rate of Return giving them from 2<sup>nd</sup> to 11<sup>th</sup> place in the ranking respectively, with accuracy of a hundredth of a percentage point and generated profit on the Account.
3. In case of achieving the same Rate of Return by two or more Participants, the order of places allocated in the ranking shall be determined by the total number of closed

positions. The right to receive the Award shall be vested in the Participant who concluded the most transactions during the Contest Trading Period.

4. Each Participant is only eligible to win one Award.

## **§8 PUBLICATION OF RESULTS**

1. During the Contest Trading Period, the Organizer will publish the results of the best Participants, in the form of a ranking, at [masters.tmseurope.com](http://masters.tmseurope.com).
2. The ranking is for reference purposes only. Final results of the Contest are subject to approval by the Contest Committee.
3. The final results of the Contest will be announced within 7 Business Days from the end of the Contest Trading Period following the verification by the Contest Committee

## **§9 COMPLAINTS**

1. Any complaints relating to the conduct of the Contest may only be submitted electronically to the following e- mail address: [contact@tmseurope.com](mailto:contact@tmseurope.com). The complaint may be made only by the Participant.
2. The complaint should be filed immediately after receiving information about the occurrence of the objectionable circumstances, in order to allow for a fair examination of the application, but no later than 5 Business Days after the end of the Contest Trading Period.
3. The complaint should include:
  - a. the name and account number of the Participant;
  - b. a detailed description of the situation with a clear statement of the Participant's request.
4. Complaints will be dealt with by the Contest Committee within 20 Business Days from the date of its receipt.
5. the result of the complaint will be notified to the Participant by email to the email address provided by the Participant for a given Account participating in the Contest.
6. No notification of the decision of the Contest Committee within 20 Business Days from the date of its receipt does not constitute automatic recognition of the Participant's request.
7. The decision of the Contest Committee is not subject to appeal.

## **§ 10 CONTEST COMMITTEE**

1. The Contest Committee, appointed by the Organizer, shall be responsible for the proper registration of entries, the conduct of the Contest, publication of results, the granting of awards, the interpretation of the provisions of these Terms and Conditions, the complaint handling and resolution of potential disputes related to the Contest. The Contest Committee may decide to exclude from the Contest any Participant who:
  - a. violates the rules of the contest, as defined in these Terms and Conditions,
  - b. acts contrary to the principles of social coexistence in order to acquire the right to prizes in the Contest, in particular, takes steps to manipulate the results of the Contest,

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- c. uses opposite transactions on own Account, as well as when acting jointly or in concert with another Participant, manages Accounts belonging to other people,
- d. account balance shows negative value.

## § 11 AWARD OF PRIZES

1. The Participant who won one of the Additional Awards, is entitled to have his or her live account held by Organizer credited with the amount equal to the value of the Additional Award.
2. The Participant is obliged to submit a declaration on the exercise of the right to the Award via e-mail within 7 Business Days after the publication by TMS Europe of final results of the Contest. Failure to submit this declaration is equivalent to the waiver of the right to the Award.
3. The Participant cannot transfer the right to Grand Prize or Additional Award to a third party.

## § 12 FINAL PROVISIONS

1. The Organizer reserves the right to make amendments to the Terms and Conditions for valid reasons such as:
  - a. the introduction of new or change of generally applicable laws relating to the services provided by the Organizer on the basis of these Terms and Conditions,
  - b. changes to or introduction of new interpretations of generally applicable laws as a result of court rulings or decisions, recommendations of the Malta Financial Services Authority or other competent authorities and public administration bodies affecting the services provided by the Organizer under these Terms and Conditions;
  - c. adapting the products and services provided by the Organizer hereunder to the market conditions,
  - d. adapting the products and services to changes in the functioning of computer system affecting the services provided by the Organizer on the basis of these Terms and Conditions,
  - e. expansion or change in the functionality of the services provided by the Organizer on the basis of these Terms and Conditions.
2. The Organizer may make adjustments in case of obvious clerical errors that may occur in these Terms and Conditions. Such correction does not constitute an amendment to these Terms and Conditions.
3. Following the publication of the changes to these Terms and Conditions, the Participant is entitled to withdraw from participation in the Contest. The Participant must notify the Organizer of his/her decision before the entry into force of the new rules of the Contest.
4. The Organizer shall not be liable for any loss or increment resulting from the settlement of tax due under these Terms and Conditions otherwise than in accordance with the rules of the Income Tax Act.



5. The Organizer shall not be liable for any errors or delays in the operation of trading platforms resulting from causes attributable to third parties, for the activities of which the Organizer is not responsible or which are beyond the control of the Organizer.
6. The Organizer may terminate this Contest within 14 days from the date of informing the Participants about such decision. The decision will be communicated to the Participants via relevant information on the Contest's website.
7. Revision of the Terms and Conditions or early termination of the Contest by the Organizer shall not prejudice the rights of the Participants to the Award granted before the entry into force of amendments to the Terms and Conditions or before the end of the Contest.
8. The Participant provides his/her personal information voluntarily. The Data Controller is TMS Brokers Europe Ltd. with registered seat in Gzira, 266, Ta'Xbiex Seafront, GZR1020. The Participant was instructed about the possibility to inspect their personal data and the right to amend it.
9. In matters not regulated herein, the provisions of the Regulations of TMS Trader system shall be applicable.