



THE FAMILY AND FRIENDS REFERRAL PROMOTION TERMS AND CONDITIONS

親朋好友推廣計劃 條款及條件

1. THE PROMOTION

推廣計劃

The Family and Friends Referral Promotion offered by FXCM Bullion Limited (“**FXCM**”) gives existing clients of FXCM (“**You**” or “**Your**”) the opportunity to receive a bonus for referring clients to FXCM who are resident in China, Hong Kong and Malaysia in accordance with these promotion terms and conditions (the “**Promotion Terms**”) (the “**Promotion**”).

福匯金業有限公司（「**福匯**」）所提供的親朋好友推廣計劃使福匯現有客戶（「**閣下**」或「**閣下的**」）有機會根據本推廣條款及條件（「**推廣條款**」）將居住在中國、香港或者馬來西亞的客戶推薦予福匯以獲取獎賞（「**本推廣計劃**」）。

2. BINDING AGREEMENT

具有約束力的協議

You agree that by participating in the Promotion that You will be bound by the Promotion Terms (which may be amended or varied at any time by FXCM with or without notice) and in relation to the use of Your Account (defined below) with FXCM, the terms of business of FXCM that apply to Your Account (the “**FXCM Terms**”) and always subject to any applicable laws. In the event of any conflict or inconsistency between the FXCM Terms and these Promotion Terms, the FXCM Terms shall prevail.

閣下同意，參加推廣計劃即表示閣下將受到推廣條款（福匯可於任何時間予以修訂及更改而無須通知）及就閣下福匯賬戶的使用（定義見下文）而受到適用於閣下賬戶的福匯業務條款（「**福匯條款**」）所約束及一直受到任何適用法律所約束。如福匯條款與本推廣條款有任何衝突或歧義，概以福匯條款為準。

3. ELIGIBILITY TO REFER FAMILY AND FRIENDS

推薦親朋好友的資格

To be eligible to take part in the Promotion You must:

為符合資格參加本推廣計劃，閣下必須：

- (a) be an existing client of FXCM with an active trading account (the “**Account**”);

為持有活躍交易賬戶(「賬戶」)的現有福匯客戶；

- (b) be over eighteen years of age or over the age of maturity in Your jurisdiction (if You are an individual);
年滿十八週歲以上或達到閣下所屬司法管轄區的成年歲數以上(假如閣下是個別人士)；
- (c) have completed a minimum 100 units of OTC Gold or 1,000 units of OTC Silver in round-turn trading volume in the 12 (twelve) months with FXCM prior to the Qualifying Referral;
透過福匯在推薦合資格被推薦人之前 12(十二)個月內完成最少 100 個單位的場外黃金或 1,000 個單位的場外白銀來回交易量；
- (d) not be an introducing broker of FXCM (or any of its affiliates) and act in any capacity that would require You to become officially registered as an introducing broker or money manager;
不得是福匯(或其任何聯屬公司)的經紀商及不得以任何要求閣下正式註冊成為介紹經紀商或資金經理的身份行事；
- (e) sign up for the Family and Friends Referral Promotion by submitting the enrolment form that is on the Friends and Family webpage. Once the form has been submitted, FXCM will email You with instructions on how to start referring.
通過遞交親朋好友網頁上的參加表格，登記參加親朋好友推薦計劃。遞交表格後，福匯將會透過電郵向您發出如何開始推薦的指示。

(the “**Qualifying Participant**”).

(「合資格參與者」)

4. DURATION

期間

The latest version of this Promotion starts on 8 June 2015 at 00:01 A.M (HKT) and will continue until the Promotion is terminated in accordance with Clause 9.9 (the “**Promotion Period**”).

本推廣計劃的最新版由 2015 年 6 月 8 日凌晨 00:01 (香港時間)起生效及將一直持續有效，直至本推廣計劃根據第 9.9 款終止為止(「推廣期」)。

5. HOW TO PARTICIPATE

如何參加

5.1. Each Qualifying Participant that complies with all of the Requirements (defined below) shall receive a bonus based on the Qualifying Referral's (defined below) initial deposit as outlined in Clause 6.5 subject to the limits set out in Clause 7 (the “**Bonus**”).

每名遵守所有要求(定義見下文)的合資格參與者將會根據第 6.5 款所載的合資格被推薦人(定義見下文)的首次開戶資金獲取獎賞(「獎賞」)并受第 7 款所載的限制所約束。

5.2 In order to receive the Bonus during the Promotion Period the Qualifying Participant must:

要在推廣期內獲取獎賞，合資格參與者必須：

(a) refer a family member or friend to FXCM who:

將親人或朋友推薦予福匯，而該人士：

- i. is resident in China, Hong Kong and Malaysia;
中國、香港或者馬來西亞居民；
- ii. is a natural person;
須為自然人；
- iii. includes the Qualifying Participant's name and/or other details required in the “Referral” section of the account application;
須於開戶申請書「介紹人」部份填寫合資格參與者的名字及/或其他要求的資料；
- iv. agrees to the Referred Client Terms and Conditions provided by FXCM;
同意福匯的被推薦客戶條款及條件；
- v. opens at least 1 (one) new individual or joint account for OTC Gold/Silver Bullion (under any currency denomination) and becomes a new client of FXCM;
須開立最少 1 (一)個新個人或聯名場外黃金/白銀金業賬戶(以任何貨幣結算)及成為新福匯客戶；
- vi. is not referred or managed by a third party who has an introducing broker relationship with FXCM and/or any of its affiliates;
不得經一名與福匯及/或其任何聯屬公司建有經紀商關係的第三方推薦或管理；
- vii. makes a minimum deposit of funds into his/her account with FXCM as outlined in clause 6.5 unless a higher deposit is required under the FXCM Terms;
須如第 6.5 款所載將最低資金款額存入其福匯賬戶，除非福匯條款要求存入更高的資金；
- viii. maintains his/her FXCM OTC Gold/Silver trading account for at least 1 (one) month after activation;
在賬戶啟用後維持其福匯黃金/白銀交易賬戶最少 1 (一)個月；
- i. complete one or more trades with FXCM on your trading account where the total trading volume meets the required minimum of 100 units of OTC Gold or 1,000

units of OTC Silver in round-turn trading volume within 90 (ninety) days of the Account being opened. A “round-turn trade” is defined as the buying and selling of one unit of OTC Gold/Silver.

須於開戶後 90 (九十)日內在交易賬戶內透過福匯完成一項或以上交易，而該等交易總額必須到達最少 100 個單位的場外黃金或 1,000 個單位的場外白銀來回交易量。「來回交易」界定為買入及賣出一個單位的場外黃金/白銀。

(the “**Qualifying Referral**”)

(「合資格被推薦人」)

- (b) be over eighteen years of age or over the age of maturity in Your jurisdiction (if You are an individual);

年滿十八週歲以上或達到閣下所屬司法管轄區的成年歲數以上(假如閣下是個別人士)；

(together the “**Requirements**”)

(統稱為「要求」)

6. THE PAYMENT OF THE BONUS

獎賞的支付

- 6.1. The Bonus shall be credited to the Qualifying Participant’s trading account. The same amount of Bonus will also be paid into the Qualifying Referral’s trading account (as set out below).

獎賞將會存入合資格參與者的交易賬戶。相同的獎賞金額亦將會存入合資格被推薦人的交易賬戶(載列於下文)。

- 6.2. Upon receiving notification from the Qualifying Participant of his/her entitlement to the Bonus, FXCM shall carry out a review of the Account and the Bonus, if any, shall be paid within fifteen business days of the notification from the Qualifying Participant.

在收到合資格參與者的應獲得獎賞的通知後，福匯將審閱賬戶，並在收到該合資格參與者的通知十五個工作天內支付獎賞。

- 6.3. The Account must be open, active and not subject to any dispute or default on the date the Bonus falls due to the Qualifying Participant.

賬戶在獎賞到期須應付予合資格參與者之日必須維持開立、活躍及並無產生任何糾紛或違責事件。

6.4. Each Qualifying Participant is strictly limited to one Bonus per Qualifying Referral. For the avoidance of doubt, a joint account is considered as being one referral. In the event that more than one Bonus is paid to a Qualifying Participant for a Qualifying Referral and/or the Bonus exceeds the Individual Limit (defined below), the value of the additional Bonus will be deemed a debt lawfully owed by the Qualifying Participant to FXCM and the Qualifying Participant shall be obliged to immediately return the excess to FXCM.

每名合資格參與者受嚴格限制只可就每名合資格被推薦人獲享一次獎賞。為免生疑，聯名賬戶被視為一名被推薦人。倘若合資格參與者就一名合資格被推薦人獲取超過一次獎賞及/或獎賞超過個人上限（定義如下），則額外獎賞價值將視為合資格參與者合法欠負福匯的債項，而合資格參與者有責任立即將超出數額退還福匯。

6.5. PAYMENT TERMS

支付條款

Qualifying Participants and Qualifying Referrals will be paid the Bonus according to the payment structure outlined below. The Bonus is determined by the Qualifying Referral's initial deposit, not subsequent deposits. The Bonus will be credited in either USD or HKD, according to the currency denomination of the FXCM account.

合資格參與者和合資格被推薦人所獲得的獎賞數額將根據以下列出的支付結構而定。獎賞數額乃根據合資格被推薦人的首次存款額，而非其後的存款額釐定。獎賞將根據福匯金業賬戶的結算貨幣，以美元或港元支付。

For USD denominated accounts:

美元結算賬戶：

Qualifying Referral Opens With Initial Balance Of: 合資格被推薦人的首次開戶資金：	You (Qualifying Participant) Receives: 閣下(合資格參與者)可獲得：	Qualifying Referral Receives: 合資格被推薦人可獲得：
USD 2,000 to < USD 5,000 2,000 美元 至 < 5,000 美元	USD 100 100 美元	USD100 100 美元
USD 5,000 to < USD 10,000 5,000 美元 至 < 10,000 美元	USD 150 150 美元	USD 150 150 美元
USD 10,000 and over 10,000 美元 或以上	USD 200 200 美元	USD 200 200 美元

The minimum initial deposit requirement for Qualifying Referrals for USD denominated accounts is USD2,000.00.

就美元結算賬戶的合資格被推薦人而言，最低存款要求為 USD2,000.00。

For HKD denominated accounts:

港元結算賬戶：

Qualifying Referral Opens With Initial Balance Of: 合資格被推薦人的首次開戶資金：	You (Qualifying Participant) Receives: 閣下(合資格參與者)可獲得：	Qualifying Referral Receives: 合資格被推薦人可獲得：
HKD 16,000 to < HKD 40,000 16,000 港元 至 < 40,000 港元	HKD 800 800 港元	HKD 800 800 港元
HKD 40,000 to < HKD 80,000 40,000 港元 至 < 80,000 港元	HKD 1,200 1,200 港元	HKD 1,200 1,200 港元
HKD 80,000 and Over 80,000 港元及以上	HKD 1,600 1,600 港元	HKD 1,600 1,600 港元

The minimum initial deposit requirement for Qualifying Referrals for HKD denominated accounts is HKD 16,000.00.

就港元結算賬戶的合資格被推薦人而言，最低存款要求為 HKD16,000.00。

7. LIMITED AVAILABILITY

有限供應

7.1. Subject to clause 9.6, Qualifying Participants may refer up to 10 (ten) Qualifying Referrals per calendar year under this Promotion(the “**Individual Limits**”)

本推廣的合資格參與者每個歷年最多只能推薦十（10）位合資格被推薦人（「個人上限」）。

8. LIABILITY

法律責任

8.1. To the maximum extent permitted by law, You indemnify and agree to keep indemnified FXCM at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission by You and/or a breach of any representation and warranty by You set forth herein. To the maximum extent permitted by law, You indemnify and agree to keep indemnified FXCM at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which FXCM will or may become liable by reason of or related or incidental to any act, default or omission by You under these Promotion Terms including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these Promotion Terms by You. To the maximum extent permitted by law, You agree to hold FXCM, its directors, officers,

employees and assigns harmless for any injury or damage caused or claimed to be caused by Your participation in the Promotion and/or award of any Bonus.

在法律許可的最大範圍內，閣下將會及同意在任何時候使福匯免責於由閣下的任何行為、違責或不作為及/或閣下違反本條所列的陳述及保證而造成的任何責任、索賠、要求、虧損、損害、成本及費用。在法律許可的最大範圍內，根據本推廣條款，閣下將會及同意在任何時候使福匯免責於基於或相關或因閣下任何行為、違責或不作為而附帶引起，包括(但不限於)根據本推廣條款閣下不論是基於疏忽或其他原因而產生的任何違反情況、不遵守情況、行為或不作為，以致福匯將會或可能會變為負有責任的任何法律責任、行為、索賠、要求、虧損、損害、成本及費用。在法律許可的最大範圍內，閣下同意使福匯、其董事、高級人員、僱員及受讓人免責於因為或聲稱因為閣下參與本推廣計劃及/或獲贈獎賞而導致的任何傷害或損害。

- 8.2. To the extent permitted by law, your rights to litigate, to seek injunctive relief or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Promotion are hereby excluded, and You expressly waive any and all such rights.

在法律許可的範圍下，如因為或與本推廣計劃相關而產生糾紛或申索，閣下提出訴訟、尋求禁制令或以任何其他方式尋求司法或任何其他程序的權利謹此被摒除，而閣下明確放棄任何及全部此等權利。

9. ADDITIONAL CONDITIONS

其他條件

- 9.1. FXCM is not obligated to accept as a client any Qualifying Referral. Qualifying Participant may not refer itself under this Promotion.

根據本推廣計劃，福匯並無義務接納任何合資格被推薦人為客戶。合資格參與者亦不得推薦自己。

- 9.2. You shall not issue, publish or distribute any advertisement, marketing materials or other sales literature utilising or making reference to FXCM or its products/services or use such means to solicit clients for this Promotion.

閣下不得發出、刊發或分發使用或提述福匯或其產品/服務的廣告、推廣資料或其他銷售文件或透過該等途徑就本推廣計劃招攬客戶。

- 9.3. The Bonus will be paid as a credit into the relevant FXCM trading account. No other forms of payment will be made.

獎賞將會以存入有關福匯交易賬戶的方式支付。獎賞不會以其他方式支付。

- 9.4. FXCM may, in its discretion, decline, cancel, or reverse a Bonus if a payment is made in error or if any referral is determined to have not been made in good faith or to have been the result of abusive practices, fraud, or misconduct.

倘獎賞乃錯誤存入或任何推薦被釐定為並非真誠作出或經舞弊手法、欺詐或不當行為而產生，則福匯可酌情拒絕、取消或索回有關獎賞。

- 9.5. The Bonus cannot be applied retroactively for past referrals.

過去的推薦將不會被追發獎賞。

- 9.6. FXCM reserves the right to refuse a Qualifying Participant from participating in this Promotion that is believed to be in breach of the Promotion Terms and/or FXCM Terms. In the event that such a Qualifying Participant or a non-Qualifying Participant (the “**Unauthorised Applicant**”) takes part in the Promotion, FXCM reserves the right, without prejudice to any other rights under the Promotion Terms and/or FXCM Terms to immediately disqualify the Unauthorised Applicant and/or demand the immediate repayment of the value of any Bonus awarded, which will be deemed a debt lawfully owed by the Unauthorised Applicant to FXCM.

福匯保留拒絕任何據信是違反推廣條款及/或福匯條款的合資格參與者參加本推廣計劃的權利。假如此合資格參與者或一名非合資格參與者(「未經批准申請人」)參加本推廣計劃，福匯在不損害到本推廣條款及/或福匯條款任何其他權利的情況下，保留即時取消未經批准申請人的資格及/或要求即時償還任何已授出的獎賞價值(將被視為未經批准申請人合法欠負福匯的債務)的權利。

- 9.7. This Promotion may only be used to refer individuals with whom the Qualifying Participant has a direct and/or personal relationship and who the Qualifying Participant believes would be interested in FXCM's products and services.

本推廣計劃只可用以推薦與合資格參與者有直接及/或私人關係的個別人士，及合資格參與者認為其對福匯產品及服務感興趣之人士。

- 9.8. This Promotion may not be used in conjunction with any other offer or promotion of FXCM.

本推廣計劃不得與福匯任何其他優惠或推廣一併使用。

- 9.9. FXCM reserves the right at its sole discretion to alter, amend, modify, suspend or terminate this Promotion, or any aspect of it, including but not limited to extending the Promotion Period at any time and without prior notice. In such event FXCM will make reasonable efforts to notify You by email.

福匯保留全權酌情更改、修訂、修改、暫停或終止本推廣計劃或其任何部份的權利，包括(但不限於)隨時延長推廣期，而毋須事先作出通知。在此情況下，福匯將會作出合理努力透過電郵通知閣下。

9.10. FXCM shall not be liable for any delays in the acceptance or transmission of orders due to a breakdown, failure of transmission, communication facilities or for any other technical error or cause beyond FXCM's control (the "**Technical Errors**"). If the Promotion cannot be executed as planned as a result of Technical Errors, FXCM shall incur no liability and the Bonus will not be awarded.

福匯無須就基於傳送或通訊工具中斷或故障或任何其他在福匯控制範圍以外的技術錯誤或原因而致指令接收或傳送出現延遲(「技術錯誤」)負上責任。倘若推廣計劃因為技術錯誤而無法按計劃執行，福匯將不會產生任何法律責任，而獎賞將不會授出。

9.11. To the extent that is in compliance with the Personal Data (Privacy) Ordinance (and other applicable data protection laws, rules and regulations), You agree and give your express consent for FXCM to share with its affiliates, subsidiaries, agents, business partners and successors, during and after the Promotion Period, Your personal information including, without limitation Your name, address, email address, and Account opening information (the "**Personal Data**"), to be selected by FXCM at its sole and absolute discretion and without further recourse to you. Any Personal Data shall be used solely in accordance with relevant data protection legislation and best practices. FXCM's privacy policy can be found here: <http://www.fxcmbullion.com/en/legal/privacy-policy/>.

在遵守個人資料(私隱)條例(及其他適用的資料保護法律、法規和規章)的範圍內，閣下明確同意福匯在推廣期內及之後可與其代理人、業務夥伴及繼任人共享閣下的個人資料，包括(但不限於)由福匯全權絕對酌情選擇的閣下的姓名、地址、電郵地址及開戶資料(「個人資料」)，而不會給予閣下進一步的追索權。任何個人資料應僅根據相關資料保障法例及最佳作業手法使用。點擊<http://www.fxcmbullion.com/tc/legal/privacy-policy/> 查看福匯隱私保障政策。

9.12. All current employees, interns and contractors of FXCM (the "**Staff**"), and each of their affiliates and subsidiaries and the Staff's immediate family members and persons with whom such Staff are domiciled are prohibited from participating in the Promotion.

福匯及其各自的聯屬公司及附屬公司的所有現有僱員、實習生及承包商(「職員」)、職員的直系親屬及與福匯職員共同居住的人士均不得參加本推廣計劃。

9.13. If any provision(s) of these Promotion Terms is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

若本推廣條款的任何條文被視為無效或無法強制執行，則本文的所有餘下條文仍將具備十足效力及作用。

9.14. Unless the context otherwise requires, references to any gender include all genders and use of the singular includes the plural and vice versa.

除文義另有所指外，任何性別的提述包括所有性別，而單數的使用包括複數，反之亦然。

9.15. Qualifying Participants and Qualifying Referrals are solely responsible for the payment of any and all taxes, including but not limited to federal, state and local taxes that may apply on their Bonus. FXCM shall have the right, but not the obligation, to make any deductions and withholdings that FXCM deems necessary or desirable under applicable federal, and local tax laws, rules, regulations, codes or ordinances.

合資格參與者及合資格被推薦人須唯一負責支付任何及全部稅項，包括(但不限於)可能會適用於其獎賞的聯邦、州及地方稅項。福匯有權利但沒有義務根據適用聯邦及地方課稅法律、規則、法例、守則或條例作出任何福匯認為需要或適宜的扣減或扣繳。

9.16. FXCM may, at its sole discretion, provide You with translations of the Promotion Terms. The original English version shall be the only legally binding version for FXCM and You. In case of discrepancies between the original English version and other translations in Your possession, the original English version shall prevail.

福匯可全權酌情為您提供推廣條款的譯本。英文原文應為福匯與閣下之間的唯一合法具有約束力的版本。如英文原文與閣下擁有的其他譯文有任何歧義，概以英文原文為準。

10. GOVERNING LAW AND VENUE

監管法律及地點

These Promotion Terms shall be governed by and construed in accordance with Hong Kong law. The Parties irrevocably agree that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Promotion Terms.

本推廣條款將受香港法例監管及據此詮釋。各方不可撤回地同意，香港的法院擁有獨有管轄權以解決因為或基於本推廣條款而產生的糾紛。