

CAMPAIGN TERMS & CONDITIONS

Cashback Campaign

Capital.com Bahamas

These Terms and Conditions (the “**Campaign Terms**”) govern participation of the new clients of **Capital Com Online Investments Ltd.** (“**Capital.com Bahamas**”) in the Cashback Campaign, as described below.

These Campaign Terms are supplemental to, and form the integral part of, [Capital.com Bahamas Terms and Conditions](#).

By opening and/or using Capital.com Account the client accepts and agrees to be bound by these Campaign Terms.

1. Campaign Benefits.

- 1.1. Individuals satisfying conditions listed in Clause 2 below are eligible for a **cashback in the amount of 50% from USD value of Spread** paid by a client to Capital.com Bahamas (the “**Cashback**”) during the period of up to three (3) months from the Enrollment Date (the “**Cashback Period**”).
- 1.2. **Maximum Cashback** to be received by the client for all the Cashback Period is **500 US Dollars** (or its equivalent calculated in accordance with Clause 4 of these Campaign Terms).
- 1.3. Capital.com Bahamas reserves the right to shorten or extend the Cashback Period at its sole and absolute discretion, without any cause, penalty or without assigning any reason. The client shall be notified of any shortening of the Cashback Period in advance, which shall take effect at the end of the current month, unless the shortening is due to regulatory requirements or decisions.

2. Eligibility.

- 2.1. The Cashback is available to the clients of Capital.com Bahamas, who within the Campaign Period satisfy and/or perform all of the following conditions within the relevant category (together - the “**Campaign Conditions**”):

(i) Campaign Conditions obligatory for both categories of eligible clients:

- a) Be a natural person,
- b) Agree to these Campaign Terms,
- c) Enroll in the Campaign as per Clause 2.4 below.

(ii) Campaign Conditions for I category of eligible clients:

- a) Be a new client, meaning the client who opens a Capital.com Account with Capital.com Bahamas within the Campaign Period, which entails successful completion of registration and identity verification procedures (*Note: Capital.com Accounts with other Capital.com group entities are not eligible for the Cashback*),
- b) Deposit 500 US Dollars or its equivalent to their Capital.com Account (*Note: the deposits made in a currency other than US Dollars shall be recalculated at the prevailing internal Capital.com Bahamas exchange rate as of the date of making the deposit*),

(iii) Campaign Conditions for II category of eligible clients:

- a) Have an open Capital.com Account with Capital.com Bahamas, which is inactive from 30 (thirty) to 90 (ninety) calendar days by the

Enrollment Date (*Note: Capital.com Accounts with other Capital.com group entities are not eligible for the Cashback*),

- b) Deposit 20 US Dollars or its equivalent to their Capital.com Account (*Note: the deposits made in a currency other than US Dollars shall be recalculated at the prevailing internal Capital.com Bahamas exchange rate as of the date of making the deposit*),
 - 2.2. Capital.com Bahamas reserves the right at its sole discretion to approve on an individual basis the participation in the Campaign of clients, which do not satisfy the Campaign Conditions, listed in paragraphs (i) and (ii) of clause 2.1 above. In such a case, for the avoidance of doubt, all the remaining provisions of these Campaign Terms shall fully apply to such clients.
 - 2.3. The Cashback is available only for one (1) Capital.com Account per client.
 - 2.4. Clients may enroll in the Campaign by the following means:
 - a) Via a particular Campaign landing web page, or
 - b) By entering a special promo code to web pages where there is a special form to add such promo code, or
 - c) By contacting Customer Support via support@capital.com.
 - 2.5. Capital.com Bahamas reserves the right, at its sole and absolute discretion, to reject the client's participation in the Campaign, despite the client fully satisfying the Campaign Conditions, without any cause or penalty, and without assigning any reason. For instance, the client may be rejected from participating in the Campaign if Capital.com Bahamas knows, or has reasonable grounds to believe, that the client is engaging (or has engaged) in abusive trading or other practices.
3. **Campaign Period.**
 - 3.1. Campaign Period is **05 July 2023 - 05 September 2023**.
 - 3.2. Capital.com Bahamas reserves the right to shorten or extend the Campaign Period at its sole and absolute discretion, without any cause or penalty and without assigning any reason.
 - 3.3. To qualify for the Cashback, the client must satisfy (complete) all the relevant Campaign Conditions within the Campaign Period.
4. **Cashback Procedure**
 - 4.1. Capital.com Bahamas shall calculate the Cashback amount and credit it to the client's Capital.com Account on a monthly basis, during the first week of the following month.
 - 4.2. In case a client pays the Spread in a currency other than US Dollars, the USD value of the Spread shall be calculated at the prevailing internal Capital.com Bahamas exchange rate as of the Cashback payment date.
 - 4.3. Capital.com Bahamas shall calculate and pay the Cashback to the client in USD or in another currency at the prevailing internal Capital.com Bahamas exchange rate as of the Cashback payment date.
 - 4.4. The minimum amount of the Cashback to be credited to the client's Capital.com Account for withdrawal is 50 US Dollars (or its another currency equivalent). If the client is eligible for the Cashback of less than 50 US Dollars during a month, their Cashback will be carried to the next month(s) until a minimum of 50 US Dollars is aggregated (up to the end of the Cashback Period).

4.5. The payment of the Cashback shall be concluded only upon completion of compliance and risk checks carried out by Capital.com Bahamas.

5. Campaign Suspension and Cancellation.

5.1. Capital.com Bahamas reserves the right at any time, at its sole and absolute discretion, without assigning any reason, without any cause or penalty, to suspend or cancel the Campaign as a whole or for particular Campaign participants.

5.2. In particular, Capital.com Bahamas shall be entitled to suspend or cancel the client's participation in the Campaign when Capital.com Bahamas knows, or has reasonable grounds to believe, that:

- a) The client is violating (or has violated) [Capital.com Bahamas Terms and Policies](#) when using Capital.com Platform;
- b) The client's participation in the Campaign violates (or shall violate) applicable law(s) or enforcement decisions or other acts of regulatory authorities;
- c) The client conducts (or has conducted) any actions that, according to the subjective opinion of Capital.com Bahamas, do not have a reasonable meaning, contradict the objectives of the Campaign, and entail the receipt by clients of unreasonable benefits based primarily on the technical and/or organisational features and/or conditions of the Campaign;
- d) The client is engaging (or has engaged) into any abusive practices concerning his/her participation in the Campaign.

5.3. Capital.com Bahamas will notify the clients who already participate in the Campaign of its cancellation or suspension.

6. Campaign Terms Amendment.

6.1. Capital.com Bahamas reserves the right at any time, at its sole and absolute discretion, to change the Campaign Conditions, the Campaign Period, or any other provisions of these Campaign Terms, when and how it deems it appropriate. The current (up-to-date) version of the Campaign Terms is available [here](#).

6.2. Capital.com Bahamas will notify the clients on changes to the Campaign Terms in the following manner:

- a) By e-mail - on any changes which (according to the subjective opinion of the Company) are material;
- b) By posting the updated Campaign Terms [here](#) - on any other changes.

6.3. All the changes shall be binding on the clients immediately upon the notification.

6.4. The client's continuing use of the Capital.com Account shall be treated as acceptance of the current (and any subsequent) version of the Campaign Terms.

7. Liability Exclusion.

7.1. Capital.com Bahamas' liability for any and all damages, losses, costs, expenses, or taxes arising from the client entering into these Campaign Terms is hereby entirely excluded (to the extent possible under applicable law).

7.2. The clients are solely and fully responsible for paying any taxes which may arise out of provision of the Cashback to them.

8. **Governing Law.**

8.1. The interpretation, construction, effect and enforceability of these Campaign Terms shall be governed by the laws of The Bahamas.

9. **Jurisdiction.**

9.1. Capital.com Bahamas and the clients submit to the exclusive jurisdiction of the courts of The Bahamas to settle any suit, action or other proceedings related to these Campaign Terms.

10. **Definitions.**

Campaign – the provision of the Cashback under these Campaign Terms;

Campaign Conditions - the conditions of eligibility set out at Clause 2 of these Campaign Terms;

Campaign Period - the period of the Campaign as set out at Clause 3 of these Campaign Terms;

Campaign Terms - these Terms and Conditions, which govern the Campaign;

Cashback - the cashback set out at Clause 1 of these Campaign Terms, received by the client when satisfying the relevant Campaign Conditions;

Cashback Period - period within which the client is eligible for the Cashback;

Capital.com Account - the trading account the client is having on Capital.com Platform;

Capital.com Bahamas - Capital Com Online Investments Ltd., a company incorporated in The Bahamas with registration number 209236B and registered office at The Bahamas Financial Centre, 3rd Floor, Shirley & Charlotte Streets, P. O. Box N 4865, Nassau, The Bahamas, which is authorised by the Securities Commission of The Bahamas as a Registered Firm to carry on Securities Business under licence number SIA/F245;

Capital.com Platform - trading platform available via <https://capital.com/> or via mobile app;

Enrollment Date - the date on which the clients enroll into the Campaign as per Clause 2.4 of these Campaign Terms;

Spread - see [Capital.com Bahamas Terms and Conditions](#) for definition.