

Terms & Conditions

2024/2025 OANDA Australia's TradingView Vouchers Promotion

The following terms and conditions shall apply to the 2024/2025 OANDA Australia Pty Ltd ("OANDA") Promotion ("Promotion") offered to new and existing account holders of OANDA Australia Pty Ltd, ABN 26 152 088 349 and regulated by the Australian Securities and Investments Commission (ASIC) AFSL 412981 (OANDA).

By participating in the Promotion, each participant agrees to observe and be bound by these terms and conditions and the general terms of business (including supplemental terms) that apply to their account ("Account Terms"), as well as by any relevant policy issued by OANDA from time to time (collectively, the "Promotion Terms"). OANDA reserves its absolute rights to revise and amend these Promotion Terms without prior notice.

1. Eligibility and Promotion Period

- 1.1. The Promotion relates to vouchers provided for an educational tool.
- 1.2. OANDA will cover the costs of the quarterly TradingView Subscription plans for OANDA clients participating in this Promotion (clients who meet the terms and conditions of the Promotion).
- 1.3. TradingView Essential Plan includes, among other things, the following functionalities:
 - 1.3.1.1. 5 indicators per chart;
 - 1.3.2. 2 charts in one window;
 - 1.3.3. 20 price & technical alerts;
 - 1.3.4. ad-free account;
 - 1.3.5. volume profile indicators;
 - 1.3.6. custom time intervals;
 - 1.3.7. multiple enhanced watchlists;
 - 1.3.8. bar replay on intraday bars;
- 1.4. TradingView Plus Plan includes, among other things, the following functionalities:
 - 1.4.1. 10 indicators per chart;
 - 1.4.2. 4 charts in one window;
 - 1.4.3. 100 price & technical alerts;
 - 1.4.4. chart data export
 - 1.4.5. ad-free account;
 - 1.4.6. volume profile indicators;
 - 1.4.7. custom time intervals;
 - 1.4.8. multiple enhanced watchlists;
 - 1.4.9. bar replay on intraday bars;

- 1.5. TradingView Premium Plan includes, among other things, the following functionalities:
 - 1.5.1. 25 indicators per chart;
 - 1.5.2. 8 charts in one window;
 - 1.5.3. 400 price & technical alerts;
 - 1.5.4. chart data export
 - 1.5.5. ad-free account;
 - 1.5.6. volume profile indicators;
 - 1.5.7. custom time intervals;
 - 1.5.8. multiple enhanced watchlists;
 - 1.5.9. bar replay on intraday bars;
 - 1.5.10. second-based intervals
 - 1.5.11. auto chart patterns
- 1.6. The Promotion is offered by OANDA as the sole organizer of the Promotion.
- 1.7. The Promotion is only open and available to OANDA Australia Pty Ltd residing in Australia. Clients of other OANDA group entities are not eligible. OANDA clients or participants are understood as: (i) natural persons who currently have a live trading account at OANDA and wish to use the TradingView Subscription Plan (current OANDA clients) or (ii) natural persons who are eligible to open a live trading account at OANDA during the Promotion period and wish to use TradingView Subscription Plan (new OANDA clients).
- 1.8. The Promotion is restricted to one account per person and no multiple entries will be permitted.
- 1.9. Joint accounts or accounts which have a Power of Attorney in force will not be eligible for the Promotion.
- 1.10. Only individuals and non entities are eligible for the Promotion.
- 1.11. To qualify for the Promotion (1st Voucher), OANDA clients will need to:
 - 1.11.1. With respect to the TradingView Essential Plan 3-month Vouchers:
 - 1.11.1.1. hold a appropriately funded and actively traded account at OANDA;
 - 1.11.1.2. register interest in the dedicated landing page.
 - 1.11.2. With respect to the TradingView Plus Plan 3-month Vouchers:
 - 1.11.2.1. hold any of the OANDA Premium Account packages, as described in <https://join.oanda.com/au-en/premium-accounts/>
 - 1.11.2.2. register interest in the dedicated landing page.
 - 1.11.3. With respect to the TradingView Premium Plan 3-month Vouchers:
 - 1.11.3.1. hold any of the OANDA Premium Account packages, as described in <https://join.oanda.com/au-en/premium-accounts/>
 - 1.11.3.2. register interest in the dedicated landing page;
 - 1.11.3.3. be a Professional client (Wholesale) with OANDA.
- 1.12. To renew the 3-months Voucher (2nd and every subsequent Voucher), OANDA clients need to:

- 1.12.1. With respect to the TradingView Essential Plan 3-month Vouchers:
hold at least \$1,000 balance on OANDA account at the time you apply for the Voucher extension and actively trade at OANDA;
 - 1.12.2. With respect to the TradingView Plus Plan 3-month Vouchers:
hold an OANDA Premium Account and actively trade at OANDA;
 - 1.12.3. With respect to the TradingView Premium Plan 3-month Vouchers:
be a professional (Wholesale) client, hold an OANDA Premium Account and actively trade at OANDA;
- 1.13. The Promotion is subject to a fair use policy and consequently OANDA has the right to withhold the Promotion if it has reasonable belief that there has been co-operation, collusion or if it has reasonable belief that the Promotion is being abused in any way.

2. Mechanics of the Promotion

- 2.1. OANDA clients who wish to participate in the Promotion need to apply for the 3-months Trading View Subscription plan vouchers through a dedicated landing page. It also refers to clients who wish to renew their TradingView voucher (2nd and every subsequent voucher).
- 2.2. The Promotion expires on 30th June 2025.
- 2.3. To qualify for the Promotion new registrations must be completed on a dedicated landing page by 30th June 2025.
- 2.4. If any restrictions apply to the participant account at OANDA, the account will not qualify for a voucher in respect of this Promotion. The account must not be closed in order for the voucher to be released.
- 2.5. OANDA will not be liable for any losses that may be incurred as a result of trading.

3. General

- 3.1. Any complaints in relation to the Promotion may be submitted by participants in accordance with the Account Terms and Dispute Resolution Policy.
- 3.2. This Promotion must only be used for personal and non-commercial purposes.
- 3.3. The Promotion registration page should not be published or distributed publicly, by anyone other than OANDA.
- 3.4. If, after a voucher has been shared with a client, OANDA discovers that an individual is not eligible to participate in the Promotion, OANDA may at its discretion reverse the account voucher. No individual shall be entitled to any payment or compensation from OANDA should any account credit be forfeited or reclaimed.
- 3.5. OANDA shall not be liable to any account holder or any other persons for any loss, taxes or damage arising in connection with the Promotion, including without limitation, any error, technical malfunction of the internet, or any breakdown or malfunctions in any computer system, mobile application, downloadable software, or equipment.

- 3.6. Each participant who successfully takes part in this Promotion is responsible for any and all taxes payable (if any) as a result of the voucher/s applied to their account, and therefore all participants should consult their tax advisers concerning the reporting of voucher/s.
- 3.7. The decision of OANDA on all matters relating to the Promotion shall be final and binding on all participants and any other persons, including, without limitation, any decision to cancel or suspend the Promotion.
- 3.8. OANDA reserves the right to cancel, revoke or withdraw the Promotion at any time.
- 3.9. OANDA may at any time at its sole and absolute discretion, without notice or assigning any reason therefore, terminate this Promotion, or delete, vary, supplement, amend, restrict, withdraw or modify any one or more of these Promotion Terms in such manner as OANDA shall think fit, including without limitation, the eligibility of any client, the bases and methods of identification of participants and any dates in connection with the Promotion and the Promotion period. Modifications and/or exceptions to these Promotion Terms are at OANDA's sole discretion, and its decision is final. OANDA is the sole arbiter of these Promotion Terms and any other issue arising under this Promotion.
- 3.10. This Promotion will be governed by the laws of New South Wales, Australia.
- 3.11. If any term of these Promotion Terms is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted.
- 3.12. If these Promotion Terms are translated into a language other than English, then the English version of the Promotion Terms shall prevail where there is an inconsistency

4. Data protection

- 4.1. Personal data of the Qualifying Participant will be processed in accordance with applicable data protection laws.
- 4.2. Personal data will be processed for the purposes of conducting activities related to the organization, conduct, service and settlement of the Program, conduct electronic communication, for billing and archiving purposes. Personal data will be processed until the completion of the objectives set out above or prior withdrawal of consent to the processing of personal data by participants (in a situation where the consent is deemed appropriate basis for data processing).
- 4.3. For more information on how OANDA processes your data, please see our Privacy Policy available at oanda.com.

CFDs are complex financial products and come with a high risk of losing money. 75.4% of retail client accounts lose money trading CFDs with this provider. You should consider whether you can afford to take the high risk of losing your money.