

# LEGACYFX | REAL BETIS RAFFLE TERMS & CONDITIONS

*BY PARTICIPATING IN THIS RAFFLE, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE.* 

## 1) INTRODUCTION

- 1.1. A.N. All New Investments (VA) Ltd. are the owners, operators, and holders of the official trademark licensing for the "LegacyFX" (*hereinafter referred to as "The Company"*) trading company, brand, website (www.int.legacyfx.com), as well as the LegacyFX | Real Betis Raffle (*hereinafter referred to as "The Raffle" or "The Contest"*).
- **1.2.** The Company holds an official FX partnership agreement with Real Betis Balompié, S.A.D.– professional men's Spanish football club within the La Liga (Premiera Division) (*hereinafter also referred to as, "The Club" or "The Team"*). This agreement simply states various sponsorship opportunities that the Company holds with the Club. In no way does the Company hold influence over the Club in any shape or form, relating but not limited to player presence, game particulars, location or outcome, Club activities or merchandise, etc.
- **1.3.** This document (*hereinafter also referred to as "The/This Agreement" or "The Raffle's T&C"*) constitutes a legally binding agreement between Clients and A.N. All New Investments (VA) Ltd., and by extension LegacyFX.
- **1.4.** This Agreement, along with the Company's main Terms and Conditions and all other legal documents and officially signed contracts as provided directly by the Company itself, supersedes any outside agreement that may be presented. In the event of an interpretation issue–with respect to outside sources; this Agreement shall predominate.
- **1.5.** In relation to translations of this Agreement, be they official or unofficial in nature, if any differences are perceived between the English rendering of this agreement and other operational languages, the English version will be regarded as the default interpretation. Any alleged contradictions should be immediately relayed to the Company for clarification.
- **1.6.** By signing up for the Raffle, Clients affirm their understanding of this Agreement and realize their own personal accountability to adhere to all articles and clauses set forth below.
- **1.7.** Clients understand that the Company carries zero influence over the actions carried out on their account(s) and that all actions no matter the outcome result from their own actions alone void of any coercion by or on the Company's part.
- **1.8.** Clients confirm the Company's right to deny their acceptance or disqualification from the Raffle for failure to adhere to its requirements.

## 2) BASELINE DEFINITIONS OF CERTAIN TERMS USED IN THIS AGREEMENT



- **2.1.** Account refers to the account designated by the Client in LegacyFX's system, website, and platform for the purposes of implementing this Agreement. Such account starts with AC followed by numerical values. Accounts may have multiple Trading Platform Numbers within it.
- **2.2.** Active Period shall mean the period which starts to run from the day of a Client's opening of an account with the Company, through the termination, closure, and cease of use of said account.
- 2.3. Base Currency the currency in which an account's transactions are made from or to LegacyFX. The base currency typically referred to within this Agreement is United States Dollar, commonly abbreviated as USD or represented as \$. A Client may opt for multiple Trading Platform Numbers with different base currencies.
- **2.4. Client** refers to as any counterparty to LegacyFX, including but not limited to subscribers and users of the LegacyFX platform. This may refer to an individual or a company/legal entity/institution.
- **2.5.** Know Your Client (*also referred to as "KYC"*) a set of standards and documentation required from every Client and used by the Company to verify its customer's identity, their risk profiles, and financial profile.
- **2.6.** Lot Size a unit of measurement used to determine a trade or position's size. The quantity of an instrument denoted by a lot varies by asset class.
- 2.7. Minimum First Time Deposit (FTD) is defined as the minimum amount required from a Client to deposit into the account used to enter the Raffle, which is 500 USD/EUR/GBP, or whatever their account's base currency is.
- **2.8.** Position (*sometimes also referred to as "Trade"*) the amount of a security, asset, or property that is owned (or sold short) by some individual or other entity. A trader or investor takes a position when they make a purchase through a buy or sell order.
- **2.9. Raffle Period** shall refer to when a Raffle starts and ends, which is 1 (one) month or approximately 30 (thirty) days.
- **2.10. Trading Platform** the electronic software provided to Clients by the Company for the purpose of executing financial transactions for forex trading.
- 2.11. Trading Platform Number (*also referred to as "TP Number"*) are the numbered individual account(s) of a Client on the Company's Trading Platform. Clients may opt to have numerous TP Numbers under one Account (AC Number) designating their use of the company's platform with different base currencies. Only one TP Number and by extension Account Number, can be registered for the raffle at a time.
- **2.12.** Trade (*sometimes also referred to as "Position"*) refers to an execution of an order through the LegacyFX trading platform, or via the telephone, through either a buy or sell order.



- **2.13.** Verified (*sometimes also referred to as "Fully Verified"*) Clients who have provided all required information and documentation required by the Company, to meet the Company's KYC standards and policy as determined by the Company's Compliance Department.
- **2.14.** Verification Documents documents required by the Company from every Client in efforts for the Company to meet it's KYC standards and policy.
- **2.15.** Website is the web-based trading site of the Company, which is available at the following URL: www.int.LegacyFX.com.

## 3) GENERIC ELIGIBILITY CRITERIA

- **3.1.** The Raffle is applicable to:
  - A) All newly registered Clients *OR* Clients who have never deposited funds with the Company before (within the Raffle Period);
  - **B)** Have registered/requested to participate in the Raffle;
  - **C)** Are eligible to trade on the Company's platform;
  - **D)** Are approved to participate in the Raffle per the Company's sole discretion;
  - **E)** During the Raffle period meet the following requirements:
    - i. Have read and accepted the Raffle's T&C;
    - Will/have met the Raffle's Minimum FTD amount of no less than 500 USD/GBP/EUR (or whatever base currency is used on the account) within the current Raffle Period;
    - iii. Are deemed fully verified (KYC Compliant) per the Company's KYC documentation verification requirements at the discretion of the Company's Compliance Department, before or within the current Raffle Period.
    - iv. Will open at least 10 positions with minimum lot sizes of at least 0.1 *ON EACH TRADE*, on the TP account used for the Raffle during the current Raffle Period.
    - v. Will *NOT* issue a withdrawal of funds that would reduce their account's balance to below the Company's regular minimum FTD amount of two-hundred and fifty USD/GBP/EUR (250) during the current Raffle Period and for *AT LEAST* thirty days (30) after this Raffle Period ends.

## 4) **REGISTRATION TO THE RAFFLE**

- **4.1.** Brand new Clients who wish to enter the Raffle must register through the Raffle's landing page via the Company's website and then submit a first-time deposit (FTD) amounting to no less than the Raffle's minimum deposit amount of 500 USD/GBP/EUR (or whatever base currency their account is in).
- **4.2.** Clients previously registered with the Company, but never deposited, may request through their Sales or Account Managers to register for the Raffle.
  - A) Clients may only do so if they have met all the Raffle's basic eligibility requirements within the Raffle Period.
  - **B)** Sales or Account Managers will then need to appropriately mark the Client's account as participating in the Raffle through the Company's system.



## 5) ACCEPTANCE TO THE RAFFLE

- 5.1. Acceptance to the Raffle is based on the aforementioned eligibility criteria.
- **5.2.** Client acceptance to the Raffle for each Raffle Period is per the sole discretion of the Company alone.
- **5.3.** Reviewal and acceptance of Clients into the Raffle are done throughout the Raffle Period.
- **5.4.** If a Client is the owner of multiple TP Numbers under their main Account, only one TP number per Client may be used for the Raffle, during each Raffle Period at a time.
- **5.5.** Acceptance into the Raffle and of this Agreement binds Clients to meet and maintain all rules of the Raffle for the entire Raffle Period duration and for *AT LEAST THIRTY (30) DAYS AFTER,* before any benefits, rewards or gifts will be administered, starting from the end date of the Raffle Period they were a part of.

## 6) RAFFLE WINNERS & REWARDS

- **6.1.** Four (4) Raffle winners are announced on or around the last Friday of the month for the previous Raffle Period
  - A) <u>Example</u> October winners are announced at the end of November. November winners are announced at the end of December, etc.
- **6.2.** Winners are picked at random at the Company's discretion solely.
- **6.3.** To qualify as a potential winner, Clients must meet and adhere to the eligibility criteria previously mentioned, for the entire Raffle Period and for thirty (30) days after.
- 6.4. Clients may choose *ONE* of either of the following rewards per Raffle Period:
  - A) Ticket to one of Real Betis Balompié, S.A.D.'s games (either a home-game or an away match at the Company's choosing/discretion).<sup>i & ii</sup>
  - **B)** Limited edition official Real Betis Balompié, S.A.D. team jersey.
    - i. The Company only funds the price of a ticket to a game.
      - ii. THE COMPANY IN NO WAY FINANCES TRANSPORTATION, ACCOMMODATION OR ANY OTHER COSTS RELATING TO TRAVELING TO AND FROM A CLIENT'S RESIDENCE AND SPAIN OR WHEREVER A MATCH MAY TAKE PLACE.
- **6.5.** Rewards requiring shipping to a Client's personal address are sent electronically via email whenever applicable, or via a 3<sup>rd</sup> party shipping service (such as DHL) from one of A.N. All New Investments (VA) Ltd.'s subsidiaries.
  - A) Shipping information will be requested from the Client upon winner announcements of the Raffle.

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- **B)** Said personal data is encrypted and stored on the company's secure servers and not distributed to any outside parties not in connection with the handling of this raffle, per the company's main Privacy Statement.
- **6.6.** All rewards earned and redeemed through the Raffle are final and cannot be exchanged for cash, or a monetary refund.
- 6.7. Rewards are non-transferrable nor can be applied to other Clients of the Company.
- **6.8.** The Company is and cannot be held responsible for rewards lost or not received due to shipping errors by the outside 3<sup>rd</sup> party shipping services employed or due to fraudulent activity on a Client's part.
- 6.9. Under no circumstance is a Client allowed to resell any of the products, merchandise, or rewards received from the Company in relation to the Raffle or any other products or services the Company provides. *FAILURE TO ADHERE TO THIS CLAUSE MAY RESULT IN LEGAL ACTION BEING TAKEN.*
- **6.10.** The Company reserves the right, without notice, to cancel, revoke, or reduce any reward in the Raffle, or promised to be provided to a Client, whenever the Company believes, in its sole discretion, a violation of the Raffle T&Cs or the Company's main Terms and Conditions has occurred.

## 7) ADDITIONAL REQUIREMENTS

- **7.1.** By registering and being accepted to the Raffle, every Client attest to abide by the following additional requirements as well, void of any connection to prior articles and sections of these Raffle T&Cs:
  - A) As a Raffle contestant, you vow to contract with the Company in good faith, void of any fraudulent activity or any activity deemed by the Company as illegal or in violation of the Company's main Terms and Conditions.
    - **B)** As a Raffle contestant, you guarantee to represent and address the Company in a positive manner whilst attending a game(s) of Real Betis Balompié, S.A.D. and to other potential customers, partners, affiliates, sponsors, etc.
    - C) As a Raffle contestant, you pledge to resolve any actual or perceived disagreements or disputes with the Company through diplomatic means, resources, and conduct it through the Company's proper support and complaints channels, without executing legal actions or pursuits or involving outside legal representation, entities, financial institutions, arbitrators, and/or authorities.
    - **D)** As a Raffle contestant, you attest that all personal data and information submitted to the Company is factual and consistent with truthful representation of yourself.
    - E) As a Raffle contestant, you confirm to transact with the Company out of your own and sole volition. Any and all transactions, actions, trades, positions, etc. placed through the TP Number account registered for the purposes of the Raffle, derive from your own requests and actions, in accordance with the Company's main Terms & Conditions policy regarding trading signals and recommendations.



## 8) TERMINATION AND MODIFICATION

- 8.1. The Raffle and its rewards are offered at the Company's sole discretion. The Company may, in its discretion, cancel, modify, restrict, or terminate these Raffle T&C, and/or the Raffle itself, and/or any aspect or feature of the Raffle at any time without prior notice, even though such changes may affect the value of rewards already accumulated or earned and/or the ability to redeem assured rewards.
- 8.2. The Company reserves the right to exclude any Client from the Raffle or to discontinue their participation in the Raffle, in its sole discretion. Any suspected abuse of the Raffle, failure to follow any the Raffle's requirement, illegal activity, fraud, misrepresentation or other conduct inconsistent with the Raffle T&C's or the Company's general Terms & Conditions, and/or any activity deemed detrimental to the Company or its interests or reputation, including without limitation, any suspected illegal, fraudulent other unauthorized use of the Company's Raffle, systems, products, site, platform, rewards, gifts, cards, coupons, and/or funds may result in the revocation of a Client's participation in the Raffle or account as a whole, and make them ineligible for further participation in the Raffle or with the Company entirely.
- **8.3.** If a Client's participation in the Raffle is revoked, any rewards promised are automatically revoked, and their access to the Raffle and features will automatically terminate.
- **8.4.** If the Company suspects illegal activity, fraud, misrepresentation, abuse, or violation of this agreement, it also has the right to take appropriate legal action, in its sole discretion, where appropriate.
- **8.5.** If a Client decides they no longer want to be a part of the Raffle, they may cancel their participation at any time by contacting the Company through any of its contact methods stating they wish to no longer participate.
- **8.6.** If a Client cancels their participation, they will lose the ability to collect rewards that may have been earned or promised to be delivered.

## 9) MISCELLANEOUS

- **9.1.** The Company reserves the right to change Raffle rewards, requirements to participate in the Raffle, and how it evaluates and rewards a Client's activity at its sole discretion.
- **9.2.** If a Client has concerns or issues concerning their account or trading activity, they should contact the Company's Support Department at <a href="mailto:support@legacyfx.com">support@legacyfx.com</a> or contact their Sales or Account Manager directly.
- **9.3.** Any issues concerning or related to the Raffle must be submitted no more than ten (10) business days (Monday Friday) after the date the issue took place. The Company is not responsible for late notifications about issues or Raffle activities not being credited to an account.

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### 10) DISCLAIMER OF WARRENTIES AND LIMITATION OF LIABILITY

- **10.1.** Neither A.N. All New Investments (VA) Ltd. nor the Company or its subsidiaries, affiliates, partners, or licensors make any representations or warranties of any kind whatsoever, express, or implied, in connection with these terms or the Raffle or any of the rewards or benefits associated with the Raffle including, but not limited to, warranties of merchantability, non-infringement or fitness for a particular purpose, except to the extent such representations and warranties are not legally excludable.
- 10.2. By participating in the Raffle, all Clients agree that neither A.N. All New Investments (VA) Ltd. nor the Company or its parents, subsidiaries, affiliates, partners, or licensors will be responsible or liable in contract, warranty or in tort (including negligence) for any (a) interruption of business; (b) access delays or access interruptions to the Raffle; (c) data non-delivery, loss, theft, misdelivery, corruption, destruction or other modification; (d) loss or damages of any sort incurred as a result of dealings with or the presence of third parties on the website or use of any reward or benefit of the Raffle; (e) computer viruses, system failures or malfunctions which may occur in connection with a Client's use of the website, including during hyperlink to or from third party websites; (f) any inaccuracies or omissions in Raffle content; or (g) events beyond the Company's reasonable control.
- **10.3.** The Company makes no representations or warranties that defects, or errors will be corrected.
- **10.4.** Neither A.N. All New Investments (VA) Ltd. nor the Company or its parents, subsidiaries, affiliates, partners, or licensors will be liable for any indirect, special, punitive, incidental, or consequential damages of any kind (including lost funds or profits) related to the Raffle or and a Client's participation therein, whether in contract, warranty or in tort (including negligence), even if the Company has been advised of the possibility of such damages and in no event shall its maximum aggregate liability for such claims exceed an amount deemed by the Company itself.
- **10.5.** Every Client agrees that no claims or action in contract, warranty or in tort (including negligence) arise out of or are related to their participation in the Raffle, use of any rewards or other benefit, or this Agreement.
- **10.6.** If a Client is dissatisfied with the Raffle, termination of their participation in the Raffle is their sole remedy.
- **10.7.** A.N. All New Investments (VA) Ltd. nor by extension the Company, hold no other obligation, liability, or responsibility to Clients.

### 11) INDEMNIFICATION

**11.1.** All Clients agree to defend, indemnify, and hold A.N. All New Investments (VA) Ltd. and the Company, its parents, subsidiaries, affiliates, partners, licensors, officers, directors, employees, representatives, and agents harmless for any loss, damages, or costs, including reasonable

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attorneys' fees, resulting from any third party claim, action, or demand resulting from their participation in the Raffle in violation of any law, rule, regulation, or these Raffle T&Cs.

## 12) GOVERNING LAW AND JURISDICTION

12.1. This Agreement shall be governed by and construed in all respects in accordance with the laws from the jurisdiction in which it operates. Both the Company and Clients will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the parties fail to agree on the terms of settlement, the parties may submit a dispute exclusively to a confidential outside arbitrator whose decision shall be final and binding.

## 13) PRIVACY STATEMENT

- **13.1.** Any personal or private data collected in relation to this Raffle will not be shared with any outside third parties not associated with the Company's general or Raffle operations, without the Client's permission.
- **13.2.** A.N. All New Investments (VA) Ltd. uses said personal information only as required, in order to adhere to regulatory and legal requirements by authorities and financial institutions as well as to provide quality service and security to its clientele. This information helps improve services, customize browsing experience, and enables the Company to inform its clientele of additional relevant products, services, or promotions.
- **13.3.** Although Clients are not required to provide A.N. All New Investments (VA) Ltd. or the Company with any of the personal information that it may request, please note that failure to do so could result in A.N. All New Investments (VA) Ltd. or the Company's inability to execute the terms of this Agreement in relationship to the Raffle and execute the general services it provides.
- **13.4.** Whilst the Company will attempt to ensure that all the information it holds is current, accurate, and complete, the Company nevertheless urges its clientele to immediately contact them if any of personal details have changed.

## 14) CONTACT US

**14.1.** For information about the Raffle and participation, Clients should please contact their personal account manager, sales representative, or Support. The Company is not responsible for requests or correspondence lost or delayed in the mail or over the internet.

## 15) CLIENT AGREEMENT

**15.1.** As a Client of the Company and by registering for this Raffle, you hereby attest that you have read, understood, and agreed to the above Raffle Terms and Conditions, and confirm that you have full power and authority to enter into this Agreement as well as all subsequent agreements in relation or that may follow.