

# 2018 iPAD / iPHONE PROMOTION TERMS AND CONDITIONS 2018 苹果系列赠奖活动条款及细则

## 1. GENERAL TERMS 一般条款

1.1. The terms and conditions (hereinafter referred to as the "Terms and Conditions") set forth hereinafter form the basis of the iPhone Promotion (hereinafter referred to as the "Promotion"), whereby Trading Client (hereinafter referred to as the "Client") of Blackwell Global Investments Limited (hereinafter referred to as "Blackwell Global") may be rewarded with gift (hereinafter referred to as the "Gift") based on the terms and conditions set out below.

本条款及细则(以下简称"条款及细则") 详载之内容为"2018 苹果系列赠奖活动条款及细则"(以下简称"赠奖活动")之依据。博威环球投资有限公司(以下简称"本公司"或"博威环球")之客户(以下简称"客户")在符合下方拟订之规定及赠奖条款及细则,并通过交易帐户实际进行外汇及差价合约交易,即可获得奖品(以下称"奖品")。

- 1.2 Taking part in this Promotion constitutes acknowledgment and acceptance of this Terms and Conditions as well as Blackwell Global's terms and conditions as set out in its Terms of Business (including all its appendices as amended and supplemented from time to time). In the event of any discrepancy or conflict between this Terms and Conditions and the Terms of Business, provisions set forth herein shall prevail. 参与本赠奖活动即表示了解并同意受本条款及细则,以及博威环球之"一般交易条款"所有条款及细则(包括不时对其附件进行之修正及补充)约束。若博威环球之"一般交易条款"与本条款及细则有任何矛盾或争议,将以本条款及细则为准。
- 1.3 By applying for the Promotion, the Client agrees to ensure that all information and details provided in the account application are true and accurate. Otherwise, the Client will be disqualified from the Promotion.

  客户参与本赠奖活动即表示同意确保申请开户时所提供的所有个人资料的真实性及准确性。反之,客户将失去参加本赠奖活动的资格。
- 1.4 The Client who chooses to participate in the Promotion does so on his/her own initiative and Blackwell Global makes no representation that participation in the Promotion is appropriate in the location. 参与本赠奖活动之客户均为自发性参与,博威环球并不对此活动举办地区之合适性作出任何保证。
- 1.5 Blackwell Global is not responsible for any human error that may occur in the processing of the Promotion. Blackwell Global reserves the right, in its sole discretion, to disqualify any client found to be tampering with the Promotion process or the operation of the Promotion; to be acting in violation of the Terms and Conditions; or to be acting in a disruptive manner or with intent to annoy, abuse, threaten or harass Blackwell Global or any other person.

博威环球将不就任何赠奖活动程序有可能产生的人为错误承担任何责任。若有任何客户被发现损害本赠奖活动的程序或运作,或其行为违 反此条款及细则,或做出破坏性的行为,或企图滋扰、滥用、恐吓或骚扰博威环球或任何其他人士,博威环球得保留其酌情权,取消该客 户参加本活动的资格。

1.6 Blackwell Global shall not be liable to any Client or any other persons for any loss or damage arising out of the Promotion, including, but not limited to, trading losses, any error in computing, any chances, any breakdown or malfunctions in any computer system, equipment or Internet connection

博威环球不应就客户或其他任何人士,因参与本赠奖活动所引起,或与之相关之原因所遭受之损失或损害承担任何责任,其中包括但不限于,交易损失、计算错误、电脑系统、设备或网际网路之故障或损坏。

1.7 Client may only participate in one of the Promotions detailed in Clause 2. Client who participate in this Promotion is not allowed to participate in any other ongoing Promotion.

客户仅可申请参加下列其中一个活动。本赠奖活动不得与其他赠奖或赠金活动合并申请。

# 2. PROMOTION DETAILS 活动详情

2.1 The following tables shall provide the rules and details of the Promotions: 本赠奖活动之相关规定及细节如下:

| PROMOTION A / 赠奖活动 A   |  |  |  |
|--|--|--|--|
| iPHONE PROMOTION DETAILS / iPHONE 活动详情   |  |  |  |
| Application Period 报名时间  | 1 December 2018 to 31 January 2019 (both dates inclusive)<br>自 2018年12月1日 (含) 至 2019年1月31日 (含) 止 |  |  |
| Promotion Gift 奖品  | iPhone XS Max (256 GB)   |  |  |
| Value of Gift <sup>1</sup> (approximate) 奖品价值 <sup>1</sup> (约略)  | USD 1,500 美元   |  |  |
| Minimum Deposit 最低存款金额   | USD 30,000 美元  |  |  |
| Deposit Period Required 存款周期要求   | 1 December 2018 to 31 May 2019 (both dates inclusive)<br>自 2018年12月1日 (含) 至 2019年5月31日 (含) 止     |  |  |
| Minimum Trading Volume Requirement 最低交易量要求   | 100 lots / 手   |  |  |
| Trading Volume Calculation Period (from date of deposit into the MT4 account) 交易量计算周期 (自初始存款于 MT4 帐户入账后开始计算) | 1 December 2018 to 31 May 2019 (both dates inclusive)<br>自 2018年12月1日 (含) 至 2019年5月31日 (含) 止     |  |  |
| Gift Claim Period 奖品申请期限   | 1 Month / 个月   |  |  |
| Gift Delivery Period <sup>2</sup> 奖品发放时间 <sup>2</sup>  | 1 Month / 个月   |  |  |



| PROMOTION B / 赠奖活动   | В  |  |  |
|--|--|--|--|
| iPAD PROMOTION DETAILS / iPAD 活动详情   |  |  |  |
| Application Period 报名时间  | 1 December 2018 to 31 January 2019 (both dates inclusive)<br>自 2018年12月1日 (含) 至 2019年1月31日 (含) 止 |  |  |
| Promotion Gift 奖品  | iPad (32GB)  |  |  |
| Value of Gift <sup>1</sup> (approximate) 奖品价值 <sup>1</sup> (约略)  | USD 400 美元   |  |  |
| Minimum Deposit 最低存款金额   | USD 5,000 美元   |  |  |
| Deposit Period Required 存款周期要求   | 1 December 2018 to 31 May 2019 (both dates inclusive)<br>自 2018年12月1日 (含) 至 2019年5月31日 (含) 止     |  |  |
| Minimum Trading Volume Requirement 最低交易量要求   | 30 lots / 手  |  |  |
| Trading Volume Calculation Period (from date of deposit into the MT4 account) 交易量计算周期 (自初始存款于 MT4 帐户入账后开始计算) | 1 December 2018 to 31 May 2019 (both dates inclusive)<br>自 2018年12月1日 (含) 至 2019年5月31日 (含) 止     |  |  |
| Gift Claim Period 奖品申请期限   | 1 Month / 个月   |  |  |
| Gift Delivery Period <sup>2</sup> 奖品发放时间 <sup>2</sup>  | 1 Month / 个月   |  |  |

Note 備註: 1. The Gifts are determined at face value as at the inception of this Promotion. 所有奖品价值依市价为计算依据。2. The Gift delivery period will commence upon/after the successful gift claim received and verified by Blackwell Global. 奖品发放期将自本公司业务成功收到并确认客户的奖品申请书当日开始计算。

- 2.2 The Promotion is only applicable to new MT4 trading accounts, including new MT4 sub-accounts. 本赠奖活动仅适用于新 MT4 交易帐户,包含新设立的 MT4 子帐户。
- 2.3 The Promotion is strictly not applicable to Partners, Employees and/or related parties of Blackwell Global. 博威环球员工、合作伙伴及/或相关方不得参加本赠奖活动。
- 2.4 Blackwell Global will not be responsible to notify nor inform the Clients who has fulfilled the necessary requirements. It is the Client's responsibility to approach the company's sales representative in acknowledgement that he/she has met and fulfilled all requirements to claim their Gift.

博威环球将不负责向客户发出获奖通知。若客户已符合获奖资格,客户应自行接洽本公司业务销售确认奖品领取事宜。

## 3. DEPOSIT REQUIREMENTS 存款要求

3.1 Assessment of minimum deposit 最低存款评估方式

- 3.1.1 Qualifying Deposits are non-cumulative and shall be assessed on a per-transaction basis. Client's existing funds and internal transfer of funds between the Client's trading accounts shall not be considered as a Qualifying Deposit to participate in this Promotion. 存款金额不可累积计算,且将依一次性存款为评估条件。客户现有存款及客户帐户与帐户间进行的内部转帐将不符合参与此赠奖活动之资格;
- 3.1.2 All deposits should be net of any bank charges and applicable fees; 所有存款金额须以扣除任何银行电汇及相关费用为准;
- 3.1.3 Balances within multiple accounts are treated separately and will not be consolidated for this assessment. 开立多个交易帐户的客户,每个帐户内的余额将各别且独立计算,不可合并计算。
- 3.2 Blackwell Global will only acknowledge the Client's deposit on the date and time that are successfully credited into Blackwell Global's bank account. Clients are advised to factor in the processing time required, including weekends and national holidays. Deposits shall be credited no later than the end of business day of 28 February 2019.

客户款项必须在 2019 年 1 月 31 日前汇入博威环球收款专户,存款时间及日期将以博威环球实际收到款项为准。客户需留意通过银行进行电汇所需作业时间(包括周末及国定假日)。

# 4. WITHDRAWAL RESTRICTION DURING DEPOSIT PERIOD 存款周期申请提款

- 4.1 A lock-up period of six (6) months shall be applied on the minimum deposit for the Promotion. 参与本赠奖活动之最低存款适用 6 个月的存款周期。
- 4.2 If the Client requests for withdrawal and/or internal transfer during lock-up period, he/she will be disqualified from the Promotion and an early redemption fee of USD 1,500 shall be charged from the Client. The fee will be deducted from the Client's trading account. 若客户于存款周期申请最低存款额提款或内部转帐,除了将失去参加本活动的资格,同时亦根据下方规定支付提前赎回费用。该费用将自客户交易帐户中扣除。



| Promotion 赠奖活动       | Gift 奖品                | Early Withdrawal Fee 提前赎回费用 |
|----------------------|------------------------|-----------------------------|
| Promotion A / 赠奖活动 A | iPhone XS Max (256 GB) | USD 1,500 美元                |
| Promotion B / 赠奖活动 B | iPad (32GB)            | USD 400 美元                  |

4.3 The Client may withdraw profits generated from trading at any time. 客户可随时申请提领自交易获取的盈利。

4.4 The Client shall comply with the withdrawal restriction rules even after obtaining the gift, otherwise a penalty of USD\$1,500 shall be levied against the Client and will be deducted from Client's trading account. 若客户已符合规定并获得奖品,仍必须持续遵守本提款限制,若违反则须支付 \$1,500 美元罚款,该罚款款项将自客户交易帐户中扣除。

### 5. GIFTS CLAIM AND DELIVERY 奖品申请及发放

- 5.1 The Client shall notify our sales representative of any claims for the Gift, no later than one (1) month upon/after fulfilling the requirements. This will be the only acceptable method of communication for the Client to redeem the Gift. If the Gift has not been redeemed during the said period, the Client will be considered to have given up the Gift. 若客户已达获奖资格,客户须于一个月内向本公司业务销售通知确认领奖事宜,本公司谨接受通过此方式领取奖品。若客户未于期限内申请领奖则视为自动放弃。
- 5.2 Any omission of the above-mentioned details could lead to a delay in the Client's Gift redemption.
  任何上述细节的疏忽将延误领奖事宜。
- 5.3 The Gift delivery will commence upon/after the successful gift claim received and verified by Blackwell Global. 奖品发放将于博威环球成功收到并确认客户的奖品申请起计算。
- 5.4 Only one Gift claim and redemption is allowed per Client. 每位客户限领取奖品一次。
- Gifts are based on a "while-stocks-last" basis and are awarded in stock condition. Blackwell Global shall not be held responsible and/or liable in the event of faulty products issued by the supplying company. The Client should liaise with the supplying company directly in such cases.
  - 所有奖品数量有限,送完为止。若客户获得的奖品出现瑕疵或故障,客户须自行接洽奖品供应商,博威环球将不对此承担任何责任。
- 5.6 Blackwell Global is not responsible if Gifts cannot be awarded due to delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Clients who do not comply with the Terms and Conditions or attempt to interfere with this Promotion in any way shall be disqualified. The Client agrees that Blackwell Global has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Gift, including but not limited to its quality, mechanical condition or fitness.

博威环球将不就因天灾、战争、自然灾害、天气或恐怖攻击导致奖品延误或中断送出而负上任何责任。未遵守本条款及细则的客户,或以 任何方式试图妨碍本赠奖活动将丧失参加活动资格。获奖者同意博威环球无论是明示或暗示、实际或法律层面,将不就,包括但不限于, 奖品的品质、机械状况或适用性做出任何保证及担保,亦不承担任何责任。

- 5.7 Blackwell Global will not be responsible or be held liable for any delay and/or failure to send the Gift to the Clients due to factors caused by delivery restrictions enforced by the courier services used by Blackwell Global and/or the supplying company. 若奖品因博威环球及/或奖品供应商委托的配送公司所规定的服务限制,而延误送达或未送达,博威环球将不对此承担任何责任。
- 5.8 The exact color, model, trim level and features of the Gifts are at the sole discretion of Blackwell Global. Blackwell Global will not offer any substitutions, exchanges, refunds, cash and/or credit redemptions, or alternatives of any kind to the Gift. However, Blackwell Global reserves the right to substitute a gift of similar value if any of the Gift is unavailable for any reason or amend the Promotion without notice. No correspondence will be entered into. The Gift will not be personalised and are not transferable to any person. 博威环球拥有所有奖品的颜色、型号、配备等级及特色的决定权。博威环球将不提供任何替代品、产品兑换、退钱、现金及/或赊帐替代奖品或其他奖品交换。然而,若因任何情况博威环球无法提供所述奖品,博威环球有权提供相等价值的替代奖品。奖品不可个性化亦不可转让至其他人。
- 5.9 The Client is advised to consult professional tax advisor before accepting the Gift. The Client shall be responsible for all applicable taxes, insurance, transportation, fees and costs and/or other associated expenses involved in claiming, operating, acquiring and owing the Gift, including without limitation to registration, title and license fees, transportation and transportation costs, communication fees, monthly service/bundling fees, maintenance fees, repairing fees. If the client fails to pay any of the above-mentioned taxes, fees, costs and expenses or complete any agreement, form or other document in full, or otherwise fails to satisfy any requirement for awarding the gift required by Blackwell Global within the period set by Blackwell Global, such winner shall be deemed to have declined his/her Gift. 博威环球建议获奖者在领取奖品前,就奖品税赋事宜咨询相关专业人士。获奖者将自行负担所有因获得或持有奖品所产生的任何适用税金、保险、运费、费用及花费,以及/或其他就领取、运作、拥有或持有该奖品的相关费用,包括但不限于,登记、所有权及牌照费、运送费、保养费、通讯费、月租费、维修费、零件费。若获奖者拒绝支付上述任何税金费用及花费或完成任何合约、表格或所有其他文件,或未在限定期间内配合博威环球领取奖品须满足的条件,该获奖者将被视为拒绝领取奖品。



### 6. RISK WARNING 风险告知

The Client understands and acknowledges that Forex, Precious Metals and CFDs are leveraged products and he/she may lose the initial deposit as well as substantial amounts of the investment. Trading leveraged products carries a high level of risk and may not be suitable for all investors. The Client should consider his/her investment objectives, level of experience, financial resources, risk appetite and other relevant circumstances carefully. If the Client does not understand the risks involved, he/she should seek advice from an independent financial advisor. 客户了解并确认外汇、贵金属及差价合约均属杠杆性交易产品,可能不适合所有投资者。客户可能因此损失原始帐户的本金或更可观的投资资金。进行杠杆产品交易涉及高风险,可能不适合所有投资者,客户应谨慎考量其投资目标、投资经验、财务来源、风险承受度,以及其它相关状况。若客户不了解杠杆性交易产品所涉及的风险则应寻求独立财务专业人士的意见。

## 7. AMENDMENTS AND TERMINATION 修订及终止

- 7.1 Any decision made by Blackwell Global is final. If Blackwell Global suspects that a Client has abused or attempted to abuse this Promotion or acted with a lack of good faith towards us, Blackwell Global shall, at its sole discretion, deny, withhold or withdraw the Promotion and if necessary, cancel any terms and conditions with respect to that Client, either temporarily or permanently, and/or terminate that Client's access to his/her account and/or service.
  - 博威环球所做之任何决定为最终决定。若博威环球怀疑客户滥用或企图滥用本赠奖活动或做出不诚实行为,博威环球将依其酌情权,拒绝 或撤销该客户参与本赠金活动的资格,并取消所有适用于该客户的条款及细则,无论是暂时性或永久性,或终止该客户使用其交易帐户之 服务及/或停用其交易帐户。
- 7.2 Blackwell Global reserves the right to modify, change, suspend or terminate this Promotion and the Terms and Conditions at its sole discretion at any time without the consent of the Client. Blackwell Global accepts no responsibility for any such modification, change or termination and will not notify each Client separately of any such modification, change or termination. 博威环球得依其酌情权保留随时修改、变更、暂停或终止本赠奖活动及其条款及细则之权力,亦概不承担任何有关事项修改、变更、暂停或终止之责任,亦恕不另行各别通知

# 8. LANGUAGE 语言

This Terms and Conditions will be executed in English, Chinese translation is for convenience only. If there is any inconsistency between English and Chinese version, English version shall prevail.

本条款及细则以英文制订,中文译本仅供参考。若英文原文与中文有任何歧异,概以英文原文为准。