

**Terms and Conditions** 

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- 1. This Polestar 2 Giveaway Promotion ("**Promotion**") is available from 18 October 2021 to 16 February 2022, both dates inclusive ("**Promotion Period**").
- The Promotion comprises of three (3) separate types of lucky draw, a recurring weekly draw ("Weekly Draw"), a recurring monthly draw ("Monthly Draw") and a single grand draw ("Grand Draw"), collectively (the "Draws").

## Eligibility

The Entries for the December Monthly Draw are based on the sum of the following Entries accumulated (assuming no other Entries are earned for the remaining weeks in December):

- 3. This Promotion is open to all new and existing Singapore-resident individual direct clients of Saxo Capital Markets Pte Ltd ("Saxo Markets") who meet all other criteria and conditions as set out in these terms and conditions ("Eligible Clients"). For the avoidance of doubt, Eligible Clients does not include all new and existing corporate or institutional clients of Saxo Markets, nor does it include any clients of Saxo Markets who are currently on preferential or special pricing rates.
- 4. Employees, representatives and agents of Saxo Markets or its affiliates, subsidiaries and related corporations are not eligible to participate in the Draws.
- Eligible Clients can only win a maximum of a total of three prizes from the Draws, being one (1) prize from each of the Weekly Draws and Monthly Draws, and the prize from the Grand Draw. No Eligible Clients can win more than one (1) Weekly Draw or Monthly Draw.

## **The Draws**

6. Eligible Clients accumulate entries based on the number of Saxo Rewards points earned from trading during the Promotion Period ("Entries"), which are used to determine the winners for the Draws, for each *completed* week in accordance with the following table:

Number of Saxo Rewards Points Earned from trading	Entries Accumulated
0 to 99 points	0
100 to 499 points	1
500 to 999 points	5
1000 points and above	10

For the avoidance of doubt, the entries earned are not cumulative, as illustrated below.

#### Examples

- if you earn 500 Saxo Rewards points, you will be entitled to 5 Entries for the relevant *completed* weekly period, not 5+1 Entries.
- if you earn 2000 Saxo Rewards points, you will be entitled to 10 Entries for the relevant *completed* weekly period, not 10+5+1 Entries.

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- 7. Saxo Rewards points earned in a particular week will only accumulate Entries and entitle Eligible Clients to participate in that Weekly Draw in which those Entries were earned, for which the winner will be determined only based on the Entries accumulated in that week. *Example* 
  - In November 2021, there are the following weeks: (week commencing 1 November ("**Week 1**"), week commencing 8 November ("**Week 2**"), week commencing 15 November ("**Week 3**"), week commencing 22 November ("**Week 4**") and week commencing 29 November ("**Week 5**").
  - In Week 1 you earn 100 points, which entitles you to 1 Entry in the Weekly Draw taking place on 8 November 2021.
  - In Week 2 you earn 500 points, which entitles you to 5 Entries in the Weekly Draw taking place on 15 November 2021. In other words, any Entries earned in Week 1 do not count towards Entries in the Weekly Draw for Week 2.
  - In Week 3 you earn 0 points, which entitles you to 0 Entries in the Weekly Draw taking place on 22 November 2021. In other words, any Entries earned in Week 1 and Week 2 do not count towards Entries in the Weekly Draw for Week 3.
  - In Week 4 you earn 100 points, which entitles you to 1 Entry in the Weekly Draw taking place on 29 November 2021. In other words, any Entries earned in Week 1, Week 2, and Week 3 do not count towards Entries in the Weekly Draw for Week 4.
  - In Week 5 you earn 100 points on 30 November 2021 and 400 points on 1 December 2021. This
    entitles you to 5 Entries in the Weekly Draw taking place on 6 December 2021. In other words, any
    Entries earned in Week 1, Week 2, Week 3, and Week 4 do not count towards Entries in the Weekly
    Draw for Week 5.
- 8. Entries accumulated for each *completed* weekly period within each month in the Promotion period will accumulate Entries and entitle Eligible Clients to participate in that Monthly Draw in which those Entries were earned, for which the winner will be determined only based on the sum of Entries accumulated in that Month for each *completed* weekly period.

#### Example

- Based on the above example in paragraph 7, assuming no other Entries are earned in any other week, you will have a total of 7 Entries for the November Monthly Draw taking place on 3 December 2021, and 5 Entries for the December Monthly Draw taking place on 7 January 2022.
- The Entries for the November Monthly Draw are based on the sum of the following Entries accumulated (Week 5 is not counted towards the November Monthly Draw because it is not a *completed* week in November):
  - Week 1: 1 Entry
  - Week 2:5 Entries
  - Week 3:0 Entries
  - Week 4: 1 Entry
- The Entries for the December Monthly Draw are based on the sum of the following Entries accumulated (assuming no other Entries are earned for the remaining weeks in December):

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- Week 5: 5 Entries (although some of Week 5 is in November, it is a week that is *completed* in December and therefore counts towards the December Monthly Draw.)
- 9. Entries accumulated for each *completed* weekly period throughout the Promotion Period in total will count towards Eligible Clients' Entries in the Grand Draw.

#### Example

- Based on the above example in paragraph 7, assuming no other Entries are earned in any other week, you will have a total of 12 Entries for the Grand Draw, based on the sum of the following Entries accumulated:
  - Week 1: 1 Entry
  - Week 2:5 Entries
  - Week 3:0 Entries
  - Week 4: 1 Entry
  - Week 5 5 Entries
- 10. Eligible Clients who are new clients of Saxo Markets or have not prior to the Promotion Period traded on their account with Saxo Markets will earn a minimum of one (1) Entry in the week of their first trade on their account with Saxo Markets.
- 11. Saxo Rewards points earned by virtue of funding the Eligible Client's account (i.e. points not accumulated by trading activity) shall not be eligible to accumulate Entries. In other words, Saxo Rewards points earned monthly based on an Eligible Client's Assets under Management (AUM) are not eligible to accumulate Entries.
- 12. Saxo Markets' transaction records, contract notes and other documents evidencing the transactions and Saxo Rewards points earned during the Promotion Period as well as Saxo Markets' computation as to the total number of Entries allotted to an Eligible Client for each of the Draws shall be absolute, final and conclusive.
- 13. The Draws will be conducted by means of a computerized system which shall be witnessed by a public accountant who is not in the employment of Saxo Markets.
- 14. Prize images shown in any marketing and advertising material are for illustration purposes only and colours or specifications may vary from the actual prize received. Prize winners are responsible for making the necessary arrangements for the delivery and/or collection of the prizes, and for any costs whatsoever incurred in connection with the prizes, including but not limited to the transportation and delivery costs of the prizes and any and all other third party costs.
- 15. Prize winners are also responsible for any tax, incidental cost and/or any other charges relating to the prizes unless stated otherwise. Saxo Markets shall not be held responsible or liable for any such tax, incidental cost and/or charges. Saxo Markets shall not be liable or responsible for any damage or injury caused by or in connection with any prize or any failure or neglect of Saxo Markets' agents/distributors to supply such prize.
- 16. To the fullest extent permitted by law, Saxo Markets expressly excludes and disclaims any representations, warranties or endorsements, express or implied, written or oral, including but not limited to any warranty of quality, merchantability or fitness for a particular purpose in respect of the prizes.

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- 17. The winners of prizes from the Draws must claim the prizes at a time and place to be informed by Saxo Markets or in such manner as otherwise specified by Saxo Markets. All prizes which are unclaimed 2 months after the winners of such prizes have been announced shall be forfeited. These prizes or their equivalent value shall be donated to the Community Chest or to such other approved charity. For the avoidance of doubt, any winners of the Draws whose prizes have been forfeited are not entitled to any compensation whatsoever under any circumstances, including but not limited to such winner not having received any notification of their win.
- 18. Saxo Markets reserves the right to draw (or not draw) reserve-winners for the Draws to replace any winner(s) that are disqualified.

#### Weekly Draw

- 19. The Weekly Draw is a recurring weekly draw that takes place every following Monday for each week of the duration of the Promotion Period. For example, for the week of 18 October 2021 to 24 October 2021, the draw for Entries accumulated during that week will take place on 25 October 2021. The last Weekly Draw will take place on 14 February 2022, for Entries accumulated during the week of 7 February 2022 to 13 February 2022.
- 20. The prize for each Weekly Draw is S\$888, which shall be credited into the winning Eligible Client's account with Saxo Markets.
- 21. The name and last 4 digits of the NRIC/Passport of the winners of the Weekly Draw will be announced on a designated landing page on Saxo Markets' website on or shortly after the day that the Weekly Draw takes place.

#### Monthly Draw

- 22. The Monthly Draw is a recurring monthly draw that takes place every Friday following the end of the month for each month of the duration of the Promotion Period. For example, for the month of October, the draw for the sum of Entries accumulated in that Month for each *completed* weekly period will take place on 5 November 2021, and for the month of November, the draw for the sum of Entries accumulated in that Month for each *completed* weekly period will take place on 3 December 2021. The last Monthly Draw will take place on 14 February 2022 for the *completed* weekly periods in the month of February.
- 23. The prize for each Monthly Draw is S\$8,888, which shall be credited into the winning Eligible Client's account with Saxo Markets.
- 24. The name and last 4 digits of the NRIC/Passport of the winners of the Monthly Draw will be announced on a designated landing page on Saxo Markets' website on or shortly after the day that the Monthly Draw takes place.

#### Grand Draw

25. The Grand Draw will take place on 16 February 2022. Entries accumulated for each *completed* weekly period throughout the Promotion Period in total will count towards Eligible Clients' Entries in the Grand





Draw. The last weekly period during which Entries earned shall count towards the Grand Draw shall be the week of 7 February 2022 to 13 February 2022.

- 26. The prize for the Grand Draw is one (1) Polestar 2 vehicle (Standard Range Single Motor Variant) ("Polestar 2"), which is pending launch and subject to successful homologation by the Land Transport Authority. The provision of only the Polestar 2 itself as the prize for the Grand Draw does not include any other entitlements, provisions and/or incidentals, which shall be the sole responsibility (and at the cost) of the winner, including but not limited to costs and taxes such as:
  - a. Certificate of Entitlement (COE);
  - b. Additional Registration Fee (ARF);
  - c. Servicing;
  - d. Motor vehicle insurance;
  - e. Road Tax;
  - f. In-vehicle unit and installation
  - g. Number Plate;
  - h. Registration fee; and
  - i. Any other miscellaneous costs and/or taxes involved in the registration, transfer and ownership of motor vehicles in Singapore.
- 27. The winner of the Polestar 2 in the Grand Draw shall be responsible for paying all taxes, duties and other fees arising from the transfer, ownership and registration of the Polestar 2.
- 28. The winner shall accept the Polestar 2 on an 'as-is' condition and the colour of the Polestar 2 is fixed, and colour change of the Polestar 2 is not allowed. The actual specification of the Polestar 2 may differ from the visual used in all printed collaterals.
- 29. Saxo Markets reserves the right to withdraw or substitute the Polestar 2 with other items of similar value (but shall not be under any obligation to do so) without prior notice and Saxo Markets shall not be obliged to provide any reasons for doing so.
- 30. After the winner of the Grand Draw has been notified of such win, the winner is required to contact the representative from Wearnes Automotive Pte. Ltd. ("**Wearnes**"), whose contact details shall be provided in the winner's notification from Saxo Markets. Thereafter, all correspondences in relation to the collection of the Polestar 2 and all other matters relating thereto shall be made between the winner and Wearnes. Delivery of the Polestar 2 to the winner is the responsibility of and shall be fulfilled by Wearnes. All registration processes, including but not limited to COE bidding, will be conducted by Wearnes.
- 31. The Polestar 2 is not transferrable or exchangeable for credit, cash or in kind and is subject to these Terms and Conditions as well as subject to the terms and conditions set by Wearnes.
- 32. The name and last 4 digits of the NRIC/Passport of the winners of the Grand Draw will be announced on a designated landing page on Saxo Markets' website on or shortly after the day that the Grand Draw takes place.

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### General

- 33. By participating in this Promotion, Eligible Clients agree to be bound by these Terms and Conditions. Further, by participating in the Draws, each Eligible Client consents to Saxo Markets collecting, using and disclosing such Eligible Client's personal data for purposes reasonably required by Saxo Markets to administer the Draws and for such other purposes as described in Saxo Markets' General Business Terms which you confirm you have read and understood, including but not limited to disclosing the names and certain other personal data of winners of the Draws publicly.
- 34. Saxo Markets reserves the right to determine at its sole and absolute discretion all matters arising out of or in connection with this Promotion, including eligibility and the applicable criteria. Saxo Markets' determination of all matters relating to this Promotion shall be final and conclusive.
- 35. Saxo Markets reserves the right, and has sole and absolute discretion, to prohibit any Eligible Client from participating in any aspect of the Promotion in the event that Saxo Markets determines, at its sole and absolute discretion, that any Terms and Conditions have not been complied with, including but not limited to the following:
  - a. where the Eligible Client has acted fraudulently or dishonestly;
  - b. where the Eligible Client has conducted himself/herself in bad faith or otherwise in an inappropriate manner to gain an unfair advantage against Saxo Markets; and/or
  - c. where the Eligible Client has acted in a manner which is generally inconsistent with the intended operation of the Promotion.
- 36. If any Eligible Client is discovered to be ineligible for and/or prohibited from participating in the Promotion for any reason, Saxo Markets is entitled to at any time (i) terminate the Promotion in such cases; and/or (ii) where prize(s) have been awarded from the Draws, reclaim and/or deduct the relevant prize(s) from the Eligible Client's account and/or (iii) in the case of the Grand Draw, at Saxo Markets' sole and absolute discretion, either reclaim the Polestar 2 from the Eligible Client or claim the equivalent market value of the Polestar 2 from the Eligible Client. In such an event, no person shall be entitled to any payment or compensation from Saxo Markets.
- 37. Participants of the Promotion may not be eligible to participate in any other ongoing or future promotions by Saxo Markets, unless otherwise permitted by Saxo Markets. Participants of Saxo Markets' ongoing *"Global ETFs Zero Commission Promotion"* and referral promotions will remain eligible to participate in these Promotions.
- 38. Saxo Markets has sole and absolute discretion to determine cases of suspected abuse, fraud, or breach of these Promotion Terms and Conditions or intent of these Promotion Terms and Conditions. Saxo Markets' decision in such cases, including but not limited to terminating the Promotion in such cases, shall be final and Saxo Markets shall not be obliged to provide any reasons for the same.
- 39. Saxo Markets shall not assume any liability for any loss incurred or suffered by any person in connection with the Promotion, howsoever arising whether in contract, tort, negligence or otherwise, including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties.
- 40. These Terms and Conditions should be read in conjunction with the General Business Terms, Product Disclosures, Risk Warnings and all other general business terms acknowledged and accepted by the

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Eligible Client when becoming a client of Saxo Markets ("**Trading Terms**"), such Trading Terms are available at https://www.home.saxo/en-sg/legal/general-business-terms/saxo-general-business-terms.

- 41. In the event of any inconsistency between these Terms and Conditions and any brochure, marketing or promotional material relating to the Promotion, these Terms and Conditions shall prevail.
- 42. Saxo Markets reserves the right to do any of the following without prior notice:
  - d. terminate, withdraw, shorten or extend this Promotion at Saxo Markets' sole and absolute discretion, with or without prior notice or reason; and/or
  - e. vary, modify, add or delete any of the terms of the Promotion.
- 43. A person who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of the Terms and Conditions.
- 44. These Terms and Conditions shall be governed by the laws of Singapore and any dispute arising in relation to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Singapore.

#### Disclaimer

Trading in financial instruments carries risk and may not be suitable for you.

None of the information contained here constitutes an offer (or solicitation of an offer) to buy or sell any currency, product or financial instrument, to make any investment, or to participate in any particular trading strategy.

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