



**Battle of the Trades Contest**

**Terms and Conditions**

***The Battle of the Trades is a Contest offered by XLibre (herein the “Company”) to its Clients under the following Terms and Conditions.***

### **1. Introduction**

- 1.1.** The Battle of the Trades (hereinafter the “**Contest**”) is available to all of the Company’s Clients who have satisfied the Criteria for this Promotion as set out in paragraph 1.2 of the Terms and Conditions of the Contest.
- 1.2.** In order for a Client to be eligible to participate in the Contest he must have opened a Trading Account with the Company as per the Account Opening Agreement and he must have completed the age of 18 or the legal age applied in his country of residence or otherwise must not be considered as a "minor" in his country of residence.
- 1.3.** The Client hereby acknowledges, confirms, and accepts to be legally bound by the Terms and Conditions as set out in this Contest and/or any other legally binding Agreement between him and the Company.

### **2. Commencement Date and Term**

- 2.1.** The promotional period for this Contest will run from September 15th, 2024, to December 31st, 2024.

<b>Details</b>	<b>Starts on:</b>	<b>Ends on:</b>
Registration and trading period	15th of September, 00:01 server time	31 <sup>st</sup> of December, 23:59, server time

- 2.2.** The Company has the right to amend, alter or terminate the contest at its sole discretion, and at any time without notice.

### **3. Terms and Conditions**

- 3.1.** The Contest applies **ONLY** to the **Battle of the Trades** Trading Account;
- 3.2.** A total of **5 winners** will be selected based on their performance in achieving the highest gains;
- 3.3.** The Client must deposit a minimum of 100 USD into their **Battle of the Trades** trading account during the competition period to be eligible for the contest;

- 3.4. Clients can only participate in the contest **with one trading account at any one time**. If the client loses their deposit, they can then open a new Battle of the Trades trading account and **deposit the minimum amount** required to be eligible for the contest;
- 3.5. The contest will run on a per-client basis;
- 3.6. The Leverage is fixed up to 1:400 depending on the underlying asset and cannot be changed;
- 3.7. The trading conditions (including spreads, commissions, and swaps) shall be identical to those of a Standard Account, as showed in the Company's website;
- 3.8. The gain formula used to determine the top five (5) winners for the contest period will also establish the contest ranking system. The gain formula is as follows:

$$\text{(Ending Equity – Opening Equity)/Opening Equity}$$

#### 4. Prizes

- 4.1. Prizes will be awarded to the 5 winners as follows:

- 1st Place: Tesla Model 3 car
- 2nd Place: iPad Pro
- 3rd Place: iPhone 16 or Samsung Galaxy S24 (winner's choice)
- 4th Place: Apple Watch Ultra 2
- 5th Place: PlayStation 5

- 4.2. If any of the specified products cannot be delivered due to availability or other unforeseen circumstances, the equivalent value of the prize will be rewarded as cash. Prizes are non-transferable and cannot be exchanged for other items, except as specified.

#### 5. Termination

- 5.1. The Company may terminate this Contest with immediate effect in the event of Default of the Client, as defined in the Account Opening Agreement between the Client and the Company, by notifying client in advance.

- 5.2. Either party has the right to terminate this Contest immediately by giving written notice to the other. Termination will not affect any accrued rights.
- 5.3. If the Company suspects or has reason to believe that a Client has abused and/or manipulated the Terms and Conditions of this Contest by hedging his positions internally (using other trading accounts held with Company) or externally (using other trading accounts held with other brokers) and/or has not acted in good faith, the Company reserves the right, at its absolute discretion and without obtaining the Client's consent, to remove the Client's Trading Account or from his winning hedged Accounts with immediate effect.
- 5.4. If the Company suspects or has reason to believe that a Client has more than one account under this Program, the Company reserves the right, at its absolute discretion and without obtaining the Client's consent to close the trading account(s) with immediate effect.
- 5.5. The Company accepts no liability whatsoever for any loss resulting from the Stop Out of open positions after any Rewards removal in accordance with these Terms and Conditions.

## 6. Amendments

- 6.1. The Company may from time to time amend the terms of this Contest and/or any other legal documentation found on the Company's Website and Client's Area. The Client is responsible for being updated of any changes and/or amendments in the terms and conditions of this Contest.

## 7. Dispute

- 7.1. Any dispute arising with or in connection to any of the terms and conditions of this Contest shall be dealt by the Company as per the Company's Complaints Handling Policy, which is available on the Company's website.
- 7.2. All complaints must be in writing and addressed to the Customer Support Department of the Company via email at [support@exalibre.com](mailto:support@exalibre.com). More details on the procedure which the Client must follow, the deadlines for receiving a response from the Company as well as contact details for the Company's regulatory authority can be found on the Company's website in Section "Legal Documentation".

## 8. Acknowledgments

- 8.1.** The Client acknowledges that where the Company has any indication or suspicion of any form of arbitrage, abuse, fraud, manipulation, cash-back arbitrage connected to a Trading Account or any other forms of deceitful or fraudulent activity, then the Company reserves the right at its sole discretion to:
- Close/ suspend all Trading Accounts the Client has with the Company either temporarily or permanently;
  - Void all transactions carried out, including any pending orders and/ or any profits or losses earned.
- 8.2.** The Client further acknowledges and understands that where any of the circumstances mentioned in Clause 8.1 above, occur, the Company will not be liable for any consequences on the Contest cancellation, including, but not limited to, order(s) closure by Stop Out.
- 8.3.** The Client acknowledges that Forex and CFDs are leveraged products which involve a high level of risk. When trading in such products, it is possible for Clients to lose all their invested capital. These products may not be suitable for everyone, and Clients should ensure that they understand the risks involved. Clients should seek independent advice if necessary.
- 8.4.** Winning Clients acknowledge and confirm that they shall accept responsibility for any taxes that may be incurred as a result of accepting a Contest prize.
- 8.5.** Winners will be announced two weeks after the end of the contest.
- 8.6.** Winners will be notified via email within five (5) days after the announcement.
- 8.7.** If a winner does not respond within seven (7) days of notification, the prize will be forfeited and awarded to the next eligible participant.
- 8.8.** By claiming and accepting a Contest prize, each winner agrees for their image and name to be used for marketing and promotional purposes on the Company's website ( to be specified and carried out at the sole discretion of the Company)
- 8.9.** By participating in the Contest, participants authorize the Company to announce interim results and their names on the Company's websites on a regular basis.
- 8.10.** These Terms and Conditions are made in English language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between

original English texts and their translation into any other language, as the case may be, original versions of English shall prevail.

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