

## Pepperstone Trading Competitions – Terms & Conditions

### 1. Definitions

In these Competition Terms:

- **“Competition”**: a Pepperstone trading competition offered under these Terms.
- **“Competition Communication”**: refers to any official message or published material issued by Pepperstone that provides essential information about a specific trading competition. This may include, but is not limited to, emails, landing pages, or direct invitations.
- **“Competition Terms”**: this Pepperstone Trading Competition Terms and Conditions.
- **“Churning”**: describes trading activity intended primarily to exploit Competition mechanics or promotional features, rather than genuine trading strategy.
- **“Contest Period”**: the start and end dates of the Competition as stated in the official Competition Communication.
- **“Collusion”**: refers to any coordinated activity between two or more Participants with the intent to manipulate the outcome of the Competition, for the purpose of gaining an unfair advantage or distorting the Competition’s results.
- **“Drawdown”**: the maximum % reduction in account equity from peak to trough during the Contest Period.
- **“Latency Arbitrage”**: means the practice of exploiting delays or inefficiencies in the trading, thereby gaining an unfair advantage over other participants.
- **“Pepperstone”, “we” “us” or “our”** Pepperstone Group
- **“Platform Exploitation”**: means any use of the Competition’s trading platform, systems, or features in a manner not intended by Pepperstone, for the purpose of manipulating Competition mechanics or outcomes.
- **“Prize”**: the prize(s) provided to winning participant(s) under these Terms.
- **“Swiset”**: Pepperstone’s technology provider for Competition account capture, ranking calculations and leaderboards.
- **“Retail Client” / “Professional Client (Pepperstone Pro)”**: as defined in Pepperstone’s Terms and Conditions.
- **“Terms and Conditions”**: the Terms and Conditions applicable to each Pepperstone Group entity and its respective licence.
- **“You”, “your”, “Participant”**: an Eligible Client participating in the Competition.

## 2. The Competition

2.1. Competitions may be conducted using either demo or live Pepperstone account(s). Key details, including start and end dates, eligible instruments, leverage settings, starting balances, ranking methodology, prizes, and any applicable restrictions, will be outlined in the relevant Competition Communication.

2.2. Registration is mandatory for both demo and live account(s)

- (a) You must open a new Competition account (demo or live, as specified) with Pepperstone. **Your existing accounts with Pepperstone are not eligible.**
- (b) During registration, you must provide complete and accurate information, including (but not limited to):
  - Nickname
  - Trading platform (e.g., MT5, where specified)
  - Account currency
  - Account type
  - Leverage
  - Any other required details as instructed
- (c) Incorrect or incomplete details in clause 2.2 (b) will result in automatic disqualification, and Pepperstone bears no liability or obligation to check your details, to notify your incorrection/incompletion or to consider the participant because of the incorrect or missing details.
- (d) For live account competitions, a specific deposit requirement must be met within the stated timeframe and specified in the Competition Communication; failure to do so renders the entry ineligible.
- (e) Only one account (either demo or live account) per participant per Competition is permitted.

## 3. Eligibility

For you to be eligible as Participant:

- (a) You must comply with these Competition Terms;
- (b) You are registered with us.

(c) Eligibility is contingent upon compliance with Participant's client classification and as follows:

- **Pepperstone Group Limited:** Live account - Professional Clients; Demo account - All clients
- **Pepperstone Limited:** Live account - Professional Clients; Demo account - All clients
- **Pepperstone GmbH:** Live account - Professional Clients; Demo account - All clients
- **Pepperstone EU Limited:** Live account - Professional Clients; Demo account - All clients
- **Pepperstone Financial Services (DIFC) Limited:** Live account - Professional Clients; Demo account - All clients
- **Pepperstone Markets Limited:** Live account - All clients; Demo account - All clients
- **Pepperstone Markets Kenya Limited:** Live account - All clients; Demo account - All clients

## 4. Competition Rules

4.1. Rules (applicable to both demo and live account(s) in Competition):

- The use of Expert Advisors ("EA") or algorithmic trading is strictly prohibited in the Competition and all related trading.
- Minimum trade duration: Only trades held for at least 2 minutes will be considered.
- Activity minimums: You must trade an aggregate minimum of two (2) lots and execute trades on at least five (5) separate days during the Contest Period, unless otherwise specified.
- All trading must comply with the applicable Pepperstone Terms and Conditions that you accepted during registration, as well as the specified instrument and market parameters for the Competition.
- Pepperstone reserves the right to investigate and disqualify Participants for suspected abuse, including but not limited to Churning, Collusion, Latency Arbitrage, or Platform Exploitation.

4.2. Ranking & Calculations – Demo Account

- Ranking metric (Equity % gain):

$$\text{Gain \%} = (\text{Finishing Equity} - \text{Starting Equity}) / \text{Starting Equity} \times 100$$

\*Example (Demo Account): Starting Equity = 10,000; Finishing Equity = 12,500 → Gain% =  
(12,500 - 10,000) ÷ 10,000 × 100 = +25%.

- Demo result finality: Demo Competition results are final and non-disputable and remain at Pepperstone's discretion.

#### 4.3. Ranking & Calculations – Live Account

- Deposits & withdrawals are permitted during the Contest Period and are reflected in the calculation.

$$\text{Gain \%} = \frac{[(\text{Current Equity} + \text{Total Withdrawal}) - (\text{Starting Equity} + \text{Total Deposit})]}{(\text{Starting Equity} + \text{Total Deposit})} \times 100$$

\*Example (Live Account): Current Equity = 17,000; Withdrawals = 2,000; Starting Equity = 10,000; Deposits = 5,000 → Gain = 27%.

- Tie-breaker: If two or more participants achieve the same % gain, the participant with the lowest maximum Drawdown % ranks higher.
- Disputes (Live Account only): Disputes regarding result of Live account in the competition may be submitted within 5 business days of results announcement to [support@pepperstone.com](mailto:support@pepperstone.com).

**After this period, results are final and non-disputable, at Pepperstone's discretion.**

## 5. Prizes & Winner Notification

5.1. Prize details (type, quantity, value, eligibility, and any tax or documentation requirements) will be stated in the Competition Communication.

5.2. Winner: The participants with the highest calculated Gain percentage in the demo account category and the participants with the highest calculated Gain percentage in the live account category shall each be declared winners, resulting in a total of winners for the Competition ("**Winner**").

5.3. Announcement & contact: Winners will be announced within forty-eight (48) hours following the conclusion of the Competition. Pepperstone will make no fewer than three (3) attempts to contact each Winner to arrange prize delivery. If a Winner cannot be contacted, fails to respond, refuses or fails to provide required verification documents, does not meet eligibility requirements, or otherwise fails to claim the prize within the timeframe stipulated by Pepperstone, the prize will be forfeited in full. Pepperstone reserves the right, but is under no obligation, to award the forfeited prize to the next eligible runner-up or to withdraw the prize entirely.

## **6. Disclaimers**

### **6.1 Demo Competitions**

6.1.1. By participating, you irrevocably acknowledge and accept that all decisions made by Pepperstone (including but not limited to results, eligibility, rankings, disqualifications, and prize allocation) are final, binding, and non-contestable.

No appeals, disputes, or correspondence will be entertained once results have been declared.

Pepperstone accepts no liability for any errors, interruptions, delays, malfunctions, connectivity issues, or other technical problems (whether caused by third-party providers, user equipment, or otherwise) that may affect participation or outcomes, except to the extent required by applicable law.

Pepperstone makes no guarantees regarding uninterrupted access to, or error-free operation of, the Competition platform.

### **6.2 Live Competitions**

Trading Contracts for Difference (CFDs) carries a high level of risk of losing money and is not suitable for all investors. Participation in Live Competitions does not reduce or mitigate these risks.

These Competitions are provided strictly for promotional and entertainment purposes only and must not be interpreted as a solicitation, recommendation, or inducement to trade.

Participants are solely responsible for evaluating their objectives, financial situation, and needs before entering.

By participating, you expressly acknowledge and agree that:

Pepperstone shall not be liable for any direct, indirect, incidental, or consequential losses (including but not limited to partial or total trading losses, missed opportunities, or reputational harm) arising from participation.

Any trading activity conducted in connection with a Competition is undertaken at your own sole risk.

You should only participate if you fully understand and accept the risks and can afford the potential losses.

## 7. Liability Disclaimer

6.1. By accepting a prize, Winners acknowledge and agree that Pepperstone:

- makes no representation, warranty, or guarantee (express or implied) regarding the prize, including but not limited to its quality, suitability, or fitness for purpose;
- shall not be liable for any injury, loss, damage, cost, or claim arising out of participation, prize acceptance, possession, use, or misuse; and
- bears no responsibility for prizes provided by third parties or for any terms, conditions, warranties, or guarantees associated with such third-party items or services.

## 8. General

7.1. You must participate honestly, fairly, and in good faith at all times.

7.2. Pepperstone reserves the absolute right, at its sole discretion, to:

- withhold, cancel, reclaim, or refuse to award any prize (even after announcement);
- exclude, suspend, restrict, or permanently terminate participation or account access; and/or
- report suspected misconduct to relevant authorities.

Grounds for such action include, but are not limited to:

- breach of these Competition Terms or Pepperstone's Terms and Conditions;
- suspected or actual abuse, manipulation, fraud, or misconduct;
- use of techniques such as Churning, Collusion, Latency Arbitrage, Platform Exploitation, or similar unfair trading practices; or
- obtaining, or attempting to obtain, any unfair, unintended, disproportionate, or otherwise improper advantage.
- Pepperstone's determination of misconduct, abuse, or unfair advantage shall be final, binding, and not subject to review or appeal.

### 7.3. Legal and Regulatory Compliance

Competitions are void where prohibited, restricted, or unlawful under applicable laws or regulations.

You are solely responsible for ensuring compliance with all laws and regulations in your country of residence relating to:

- (a) your participation in the Competition; and/or
- (b) the opening and operation of a Pepperstone trading account.

Pepperstone accepts no responsibility, liability, or obligation for your non-compliance with such laws or regulations.

#### 7.4. No Advice or Inducement

Participation in the Competition does not constitute, and must not be relied upon as, investment advice, financial advice, personal recommendation, or inducement to trade.

Any decision to trade remains your sole responsibility.

#### 7.5. Account Verification, AML & CTF Obligations

The opening, operation, and continued use of a Pepperstone trading account are subject to anti-money laundering (AML), counter-terrorism financing (CTF), and “Know Your Customer” (KYC) checks as required under applicable laws and regulations.

Pepperstone reserves the right, in its sole discretion, to reject, suspend, or terminate any account or participation without notice if these obligations are not satisfied, or if suspicious or unlawful activity is suspected.

#### 7.6. Data Protection & Sharing

Personal data will be collected, used, and stored in accordance with the Privacy Policy of the relevant Pepperstone entity with which you entered into Terms and Conditions.

For the limited purposes of administering and operating the Competition (including rankings and analytics), Pepperstone may share data with Swiset, acting strictly as a data processor on Pepperstone’s behalf.

Pepperstone accepts no responsibility for, and disclaims all liability in connection with, any processing by third parties outside Pepperstone’s control.

#### 7.7 Amendments, Suspension & Withdrawal

Pepperstone reserves the absolute right, at its sole discretion, to amend, suspend, extend, shorten, or withdraw the Competition (in whole or in part) at any time, with or without notice, subject only to regulatory requirements.

Pepperstone shall not be liable for any loss, cost, or damage incurred by any participant as a result of such amendment, suspension, or withdrawal.

#### 7.8. Modifications to Terms

Pepperstone reserves the right to modify, replace, or update these Competition Terms at any time, in its sole and absolute discretion, with or without prior notice.

Continued participation constitutes conclusive acceptance of the modified terms.

#### 7.9. Governing Law & Jurisdiction

These Competition Terms shall be governed by, and construed in accordance with, the laws of each Pepperstone Group entity and its respective licence.

You irrevocably agree to submit to the exclusive jurisdiction of the courts of that jurisdiction for the resolution of any disputes.

#### 7.10. Liability Limitation

To the maximum extent permitted by law, Pepperstone, its affiliates, directors, employees, and agents disclaim all liability for any direct, indirect, incidental, consequential, or punitive loss, damage, cost, or expense arising out of or in connection with:

- your participation or inability to participate in the Competition;
- technical errors, system failures, interruptions, delays, or malfunctions;
- any modification, suspension, or withdrawal of the Competition; and
- prize acceptance, use, misuse, substitution, or non-availability.

Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law.

## Annex 1:

### Non-Monetary or Experience-Based Prizes

Where specified in the Competition Communication that the Prize includes travel and/or accommodation, the following terms apply:

1. Flights and Accommodation: Pepperstone will arrange and book return economy-class flights (or equivalent) and accommodation (minimum four-star, including breakfast) for the Winner ("Prize").
2. Winner Obligations: The Winner must provide all required information and documentation within the stated timeframes. Participation must be confirmed within forty-eight (48) hours of notification, and the final itinerary accepted within five (5) business days. Failure to do so may result in forfeiture of the Prize at Pepperstone's discretion.
3. Changes and Extras: Any changes requested by the Winner after booking will be at the Winner's sole expense. Additional expenses (including but not limited to room service, meals outside the package, or activities not included in the itinerary) are not covered by Pepperstone.
4. Substitutions: Pepperstone will use reasonable endeavours to deliver the Prize as described; however, components may be substituted with alternatives of equal or greater value if necessary.
5. Travel Documents & Insurance: The Winner is solely responsible for obtaining and maintaining all required travel documents (e.g., passports, visas). Travel insurance is not included and must be arranged and paid for by the Winner.
6. Liability: Pepperstone is not responsible for delays, cancellations, schedule changes, or acts/omissions of third parties (including airlines and hotels), nor for any personal injury,

illness, property damage, or other loss incurred during travel. Pepperstone's responsibility is limited strictly to arranging the flights and accommodation as outlined above.

7. Taxes: Any tax obligations arising from receipt of a Prize are the sole responsibility of the Winner.
8. Non-Transferability: Prizes are non-transferable and may not be exchanged for cash or other goods/services unless expressly stated in writing by Pepperstone.