

# MOBILE PHONE OFFER

## Terms and Conditions

2008 August



1. Taking part in this promotional offer ("Offer") constitutes acceptance of these terms and conditions. CMC Markets Asia Pacific Pty Ltd (ABN 11 100 058 213) ("CMC Markets") reserves the right to vary or cancel this Offer at any time, without notice, and will not be liable for any loss, cost or expense to any party arising from any such variation or cancellation.
2. Subject to clause 5 below, this Offer is available to a client who, opens and funds a CFD account to the minimum value of \$1,000.00 AUD with CMC Markets in accordance with CMC Markets' standard terms and conditions ("Eligible Customer") in the period from the date of these terms and conditions until 31 August 2008 ("Promotional Period"), (unless extended or withdrawn earlier by CMC Markets).
3. The client must in addition to clause 2 make three (3) trades as defined in CMC Markets PDS before 11.59pm AEST 30 September 2008 to be eligible to receive this Offer.
4. The client in addition to clauses 2 and 3 must keep their account open until 30 October 2008. In the event that the client does not satisfy this clause 4 CMC Markets reserves the right to claim from the client \$200.00.
5. This Offer is not available to any existing CMC Markets account holders.
6. This Offer entitles an Eligible Customer to receive a Nokia 6300 mobile phone valued at \$398.00 while stocks last. Once the stocks of the Nokia 6300 have been exhausted the Eligible Customer will receive a Nokia 1680 mobile phone valued at \$109.00 while stocks last. Stocks are limited.
7. Standard terms and conditions, including eligibility criteria, for the opening of CMC Markets CFD trading accounts apply.
8. Each person who successfully takes part in this Offer is responsible for any and all taxes payable as a result of this Offer being awarded, received or accepted.
9. All persons taking part in this Offer, to the maximum extent permitted by law, release from, and indemnify CMC Markets against, all liability, cost, loss or expense arising out of or in connection with this Offer including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to any negligent act or omission or otherwise.
11. The mobile phone is not attached to a mobile phone service provider. It is the responsibility of the client to contract with a mobile phone service provider if they so wish.
11. A failure by CMC Markets to enforce any of these terms and conditions in any instance(s) will not give rise to any claim by any person or prevent CMC Markets from taking enforcement action later.
12. These Terms and Conditions are dated 12 August 2008.