

JP Bucks Loyalty Rewards Program Terms & Conditions

1. Definitions and Interpretation

- 1.1. "Account" means a client's account held with the Organiser through which the client participates in the Program.
- 1.2. "**Active Trading**" refers to a client executing and closing a trade on the Organiser's trading platform within a specified period as determined by the Organiser.
- 1.3. "**AML**" means Anti-Money Laundering, which refers to the laws, regulations, and procedures intended to prevent money laundering and related financial crimes, which clients must comply with as part of the verification process.
- 1.4. "**Client**" means an individual who holds an account with the Organiser, is eligible to participate in the Program, and agrees to these Terms & Conditions.
- 1.5. "**Eligibility Criteria**" means the specific requirements clients must meet to participate in the Program, as outlined in Section 4 of these Terms & Conditions.
- 1.6. "**Expiry Date**" means the date on which Points earned under the Program become void or forfeit, as determined by the Organiser and notified to the Client.
- 1.7. "**Force Majeure**" means any event or condition beyond the Organiser's reasonable control, including but not limited to natural disasters, war, terrorism, strikes, pandemics, or governmental actions, which may affect the Organiser's ability to perform its obligations under these Terms & Conditions.
- 1.8. "**Know Your Customer (KYC)**" refers to the process of verifying the identity of clients as part of the Organiser's due diligence procedures, in compliance with financial regulations.
- 1.9. "**Points**" means the loyalty points earned by clients based on their trading activity in accordance with these Terms & Conditions, which can be redeemed for rewards as outlined in Section 7.
- 1.10. "**Program**" means the JP Bucks Loyalty Rewards Program offered by the Organiser, as described in these Terms & Conditions.
- 1.11. "**Program Year**" means the 12-month period, beginning from the client's registration into the Program, within which the client may earn Points and redeem rewards.
- 1.12. "**Redemption Portal**" means the online platform provided by the Organiser through which clients can redeem their earned Points for rewards.
- 1.13. "**Reward**" means any tangible or intangible benefit that a client may receive in exchange for Points, including but not limited to trading credits, merchandise, travel experiences, cash, or other prizes as specified in Section

- 1.14. **"Standard Lot"** means the unit of measure used for trading in the Forex market, typically representing 100,000 units of the base currency in a trade.
- 1.15. **"Suspension"** means the temporary disqualification of a client's account from participation in the Program, as a result of non-compliance with these Terms & Conditions or other regulatory issues.
- 1.16. **"Tier"** means the level within the Program that a client can achieve based on the cumulative trading activity, with higher tiers offering more points per lot traded and additional rewards.
- 1.17. **"Trading Activity"** refers to the execution of buy or sell orders on the Organiser's trading platforms, which results in the accumulation of Points.
- 1.18. **"Verification Process"** refers to the KYC and AML checks that clients must successfully complete to be eligible to participate in the Program.
- 1.19. **"Organiser"** refers to JP Markets SA (Pty) Ltd, the entity offering the Program and responsible for administering the Program's Terms & Conditions.
- 1.20. **"Website"** means the official website of the Organiser where information about the Program, including registration and redemption, is made available to clients.
- 1.21. **"Withdrawal"** refers to the act of a client requesting a transfer of funds from their account with the Organiser, which may be subject to the terms of the Program or other conditions outlined in these Terms & Conditions.
- 1.22. **"Inactivity"** refers to a period of 30 consecutive days during which the client does not engage in any trading activity, which may affect the client's status or tier within the Program as per Section 6.4.
- 1.23. **"Days"** refers to calendar days, unless specified otherwise.
- 1.24. **"Legal Age"** means the minimum age required for a person to legally participate in the Program, which shall be determined by the laws of the client's country of residence, but in no case shall be less than 18 years of age.
- 1.25. **"Program Rules"** refers to the terms and conditions outlined in this document, including all policies, procedures, and regulations applicable to the Program.

2. Interpretation

- 2.1. **Headings:** The headings in these Terms & Conditions are for convenience only and shall not affect the interpretation of any provision.
- 2.2. **Singular and Plural:** Words denoting the singular shall include the plural and vice versa, unless the context requires otherwise.
- 2.3. **Gender:** Words denoting any gender shall include all genders.

- 2.4. **References to Documents:** Any reference to any statute, regulation, or other legal document shall be construed as referring to that document as amended or replaced from time to time.
- 2.5. **References to Time:** Any reference to time shall be in the South African Standard Time (SAST), unless otherwise specified.
- 2.6. **"Including":** The word "including" shall be interpreted to mean "including, but not limited to," unless the context requires otherwise.
- 2.7. **Language:** These Terms & Conditions are drafted in English, and all communications between the Organiser and the client shall be in English, unless otherwise agreed upon.

3. Introduction

- 3.1. The JP Bucks (hereinafter the "Program") are offered by JP Markets SA (Pty) Ltd (hereinafter the "Organiser") to reward clients for their trading activity.
- 3.2. Clients acknowledge and agree to these Terms & Conditions by participating in the Program.
- 3.3. The Program is available only to verified account holders who meet the eligibility criteria outlined in Section 4.

4. Eligibility & Registration

- 4.1. Participation in the Program is voluntary and requires clients to opt in via the Organiser's trading platforms.
- 4.2. Clients must be fully verified, including completion of Know Your Customer (KYC) and Anti-Money Laundering (AML) checks.
- 4.3. Clients must be at least 18 years old or the legal age in their country of residence.
- 4.4. The Organiser reserves the right to refuse or revoke participation at its sole discretion.

5. Earning Points

- 5.1. Clients earn points based on the volume of trading activity: a set number of points per standard lot traded.
- 5.2. Points earned are non-transferable and cannot be exchanged for cash except as specifically provided in Section 7.
- 5.3. Exclusive promotions may be introduced where clients earn additional points on selected trading groups, news events, or seasonal occasions.

5.4. Points may only be earned on closed trades that meet minimum holding period and spread requirements, as determined by the Organiser.

6. Tier Progression

6.1. Clients begin on the First Tier and can progress through three (3) standard tiers based on cumulative trading activity.

6.2. Higher tiers offer increased points per lot traded and access to exclusive rewards.

6.3. Clients who achieve the highest tier may be invited to join an elite loyalty program offering premium rewards.

6.4. Clients who remain inactive for a continuous period of 30 days may be demoted to a lower tier or removed from the Program.

7. Redemption of Points

7.1. Points can be redeemed for tangible and intangible rewards, including cash, trading credits, vouchers, merchandise, travel experiences, and vehicles.

7.2. The Organiser reserves the right to modify the available rewards at any time.

7.3. Redemption requests must be made through the official redemption portal and are subject to processing times and verification.

7.4. If a client's trading account is suspended or closed for any reason, unredeemed points will be forfeited.

7.5. Points will expire if not redeemed within 12 (twelve) months from the date they were earned. Clients will receive prior notification before expiry.

7.6. Clients must accumulate a minimum of [X] points before redemption. Some rewards may require additional conditions, such as active trading within the past 30 days.

7.7. Trading credits and cash rewards cannot be used to meet margin requirements, nor can they be withdrawn without meeting the required trading conditions.

7.8. The Organiser will endeavour to process all reward redemptions within [X] business days. Delays may occur due to high demand or unforeseen circumstances.

7.9. The value of Points, cash equivalents, and all rewards is determined solely by the Organiser and may be adjusted from time to time without notice, subject to applicable laws.

7.10. Rewards are subject to availability and may be substituted with a similar item of equal or greater value at the Organiser's discretion.

8. Transferability & Inheritance

- 8.1. Points are non-transferable between clients, accounts, or third parties.
- 8.2. In the event of account closure, suspension, or the account holder's death, all unredeemed points will be forfeited.

9. Fraud, Abuse & Termination

- 9.1. Any fraudulent, abusive, or manipulative trading practices (e.g., hedging between accounts, wash trading) will result in disqualification from the Program and forfeiture of points.
- 9.2. The Organiser reserves the right to suspend or terminate the Program at any time, with notice provided via official communication channels.
- 9.3. If the Program is terminated, clients will have a two-week window to redeem any remaining points.

10. Dispute Resolution

- 10.1. Any disputes regarding the Programs must be submitted in writing to the Organiser's customer support team.
- 10.2. The Organiser will review and resolve disputes in accordance with its internal dispute resolution policies.
- 10.3. Decisions made by the Organiser regarding disputes may be escalated to the relevant dispute resolution forum, as outlined in its dispute resolution policy.

11. Amendments

- 11.1. The Organiser reserves the right to modify these Terms & Conditions at its discretion.
- 11.2. Clients will be notified in advance of any material changes, and continued participation in the Program constitutes acceptance of the revised terms.
- 11.3. The Organiser do not provide tax advice and recommends consulting a financial advisor.

12. Additional Provisions

- 12.1. The Organiser reserve the right to monitor account activity to ensure compliance with Program rules. Accounts with prolonged inactivity may be removed from the Program.
- 12.2. The Organiser reserves the right to adjust the points-per-lot ratio at any time, with prior client notification.

12.3. Clients may not combine loyalty rewards with other promotional offers unless explicitly stated by the Organiser.

13. General Provisions

13.1. Participation in the Program does not confer any legal rights beyond those explicitly stated in these Terms & Conditions. No representation, warranty, or commitment outside of these Terms & Conditions shall be implied or deemed enforceable against the Organiser.

13.2. These Terms & Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa. Participants expressly submit to the jurisdiction of South African courts for any disputes arising from these Terms & Conditions.

13.3. If any provision of these Terms & Conditions is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of the Terms & Conditions shall remain in full force and effect.

13.4. Failure by the Organiser to enforce any provision of these Terms & Conditions shall not be construed as a waiver of its rights to enforce such provision or any other provision in the future.

13.5. These Terms & Conditions constitute the entire agreement between the Organiser and the Client concerning the Program and supersede all prior or contemporaneous communications, whether electronic, oral, or written, relating to the Program.

13.6. In the event of any inconsistency between these Terms & Conditions and any other marketing materials, FAQs, or communications, these Terms & Conditions shall prevail.

13.7. Clients are solely responsible for any tax liabilities arising from their participation in the Program, including the receipt of any rewards or benefits. The Organiser shall not be liable for any tax obligations incurred by the Client.

14. Force Majeure

14.1. The Organiser shall not be liable for any failure or delay in performing its obligations under these Terms & Conditions due to circumstances beyond its reasonable control, including but not limited to:

14.1.1. Acts of God, natural disasters (such as floods, earthquakes, hurricanes, or fires), or extreme weather conditions;

14.1.2. War (whether declared or undeclared), acts of terrorism, riots, or civil unrest;

14.1.3. Strikes, labour disputes, or industrial action beyond the Organiser's control;

14.1.4. Pandemics, epidemics, quarantine restrictions, or government-imposed lockdowns;

- 14.1.5. Legislative changes, government orders, sanctions, embargoes, or regulatory restrictions affecting the Program;
- 14.1.6. Failures in telecommunications, power supply, internet service providers, or any third-party system failures essential to Program operations.
- 14.2. The Organiser shall take reasonable steps to mitigate the impact of such events and resume performance as soon as practicable. However, if the force majeure event continues for more than 60 (sixty) consecutive days, the Organiser reserves the right to terminate the Program without liability to participants

15. Protection of Personal Information (POPIA) Consent

- 15.1. By participating in the Program, participants consent to the collection, processing, storage, and use of their personal information by the Organiser in accordance with the **Protection of Personal Information Act 4 of 2013 (“POPIA”)**.
- 15.2. The Organiser shall collect and process personal information strictly for the purposes of administering the Program, verifying eligibility, contacting participants, and fulfilling any legal or regulatory obligations.
- 15.3. The Organiser shall take appropriate security measures to protect personal information against unauthorised access, loss, or misuse. However, participants acknowledge that no data transmission over the internet can be entirely secure, and the Organiser shall not be liable for breaches beyond its reasonable control.
- 15.4. Participants have the right to access, correct, or request deletion of their personal information by submitting a written request to the Organiser, subject to applicable legal and regulatory limitations.

16. Indemnity

- 16.1. To the fullest extent permitted by law, participants hereby indemnify, defend, and hold harmless the Organiser, its affiliates, directors, officers, employees, agents, and contractors (“Indemnified Parties”) from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising from or related to:
 - 16.1.1. Any breach of these Terms & Conditions by the participant;
 - 16.1.2. Any fraudulent, unlawful, or negligent act or omission by the participant in relation to the Program;
 - 16.1.3. Any misuse of Program benefits, rewards, or entitlements by the participant;

16.1.4. Any infringement of third-party rights (including intellectual property, privacy, or contractual rights) due to the participant's actions.

16.2. The above indemnity shall not apply in cases where the Organiser is found guilty of gross negligence, wilful misconduct, or fraud.

17. Limitation of Liability

17.1. To the maximum extent permitted by law, the Organiser shall not be liable for any indirect, consequential, special, or punitive damages, including but not limited to loss of profits, loss of data, reputational harm, or business interruption, arising from or in connection with:

17.1.1. Participation in the Program, including reliance on any benefits, rewards, or incentives;

17.1.2. Any suspension, modification, or termination of the Program;

17.1.3. Any inaccuracies, errors, or omissions in Program communications or materials;

17.1.4. Any third-party services, platforms, or networks used in connection with the Program.

17.2. The Organiser's total aggregate liability for any claim under these Terms & Conditions shall be limited to the actual monetary value of the benefit received by the participant under the Program, unless otherwise required by applicable law.

17.3. Nothing in this clause shall limit or exclude liability for death or personal injury caused by the Organiser's negligence, fraud, or any other liability that cannot be lawfully excluded.