

## TERMS AND CONDITIONS

1. These terms and conditions ("**Rules**") apply to the TradingView Inc. ("**Trading View**") Pro+ promotion ("**Promotion**"). The Promotion entitles you to a free Pro+ account subscription with TradingView, subject to the terms and conditions of the Promotion as set out in these Rules. By participating in the Promotion, you agree to be bound by these Rules.
2. The Promotion is organised by IG Markets Limited ("**IG**").
3. To qualify for the Promotion you must:
  - a. be a natural person;
  - b. successfully open and fund a (i) CFD account with IG or an IG group company ("**our**", "**us**" or "**we**") offering such account; or (ii) Spread betting account with IG Index through the hyperlink hosted on TradingView's website ([www.tradingview.com](http://www.tradingview.com)) and on associated sites linked to it (the "**TradingView Websites**") such that IG is able to identify that you have opened an account with us from a TradingView Website for the purpose of the Promotion;
  - c. not be an existing client of IG's, or any other IG group company, and you must not have previously held an account with IG, or any other IG group company; and
  - d. have an existing, active Basic, Pro or Pro+ account with TradingView which you have opened through a TradingView website.
4. You will not be eligible for the Promotion if you have an existing Premium account with TradingView.
5. All accounts are subject to our standard account opening criteria and accounts are available subject to certain jurisdictional restrictions. As such, you may not be successful in your application for an account with us, in which case you will not be eligible for the Promotion.
6. Only the first account you open with IG or with an IG group company will be eligible for the Promotion. Any additional accounts (whether of the same account type or not, including any additional accounts opened in order to trade using third party platforms) are excluded from the Promotion.
7. The Promotion is not open to employees of IG or to employees of any IG group company.
8. You must provide us with your TradingView username and details of your TradingView account by completing the [form](#) hosted on the webpage within 2 (two) months of opening and funding your account. We will then consider if you satisfy the eligibility criteria and qualify for the Promotion. If you do, we will send your username to TradingView informing them that you are eligible for the Promotion, and requesting that they activate your participation in the Promotion.
9. Month 1 of the Promotion will start on the day we and TradingView activate your participation in the Promotion, and will end on the day which is one calendar month thereafter (both days inclusive). Month 2 of the Promotion will start on the day immediately following the end of Month 1. For example, if your participation in the Promotion is activated on 25 January 2021, Month 1 will start on 25 January 2021 and end on 25 February 2021. Month 2 will start on 26 February 2021 and end on 26 March 2021, and so on. Subject to clause 13, 14, 18 and 19 of these Rules, the Promotion will continue for so long as you qualify for the Promotion, meet the criteria set out in clause 12 below, and otherwise comply with the terms and conditions of these Rules. If you no longer wish to participate in the Promotion, you may contact us at [helpdesk.uk@ig.com](mailto:helpdesk.uk@ig.com).
10. If you already have an existing Pro+ subscription with TradingView at the time of opening your account with us, the Promotion will only be activated with effect from the start of the month immediately following that in which your existing Pro+ subscription ends. For example, if you have signed up to a 1 (one) year subscription for Pro+ with TradingView, which ends on 31 January 2021, your participation in the Promotion will commence on 1 February 2021 (provided that you have otherwise complied with the provisions of these Rules and have otherwise satisfied the eligibility criteria).
11. We will not be responsible or liable for any delays or failure by TradingView to activate your participation in the Promotion.
12. During Month 1 of the Promotion you will not need to place any minimum number of trades in order to maintain access to the Promotion. Starting from (and including) month 2 of the Promotion, you will need to place a minimum of 1 (one) trade during a 3-month period on your account with us in order to maintain your participation in the Promotion. The trades can be to open or close positions, and there is no minimum notional value required. Trades that are (i) subsequently cancelled, voided or reversed (either by yourself or by us); (ii) split into two or more other trades; and/or (iii) automatically generated, or otherwise not initiated by you (or on your behalf) will not count towards the minimum trade requirement.
13. If you do not place the minimum number of trades required in each month, starting from month 2 of the Promotion, we reserve the right to withdraw your participation in the Promotion with immediate effect. If you wish to continue to have access to Pro+, you will need to open a Pro+ account with TradingView and pay TradingView directly for your subscription.
14. If either you or TradingView suspends, closes or otherwise takes any action in relation to your account with TradingView, we will be relieved of our obligation to facilitate your participation in the Promotion. We also reserve the right to withdraw your participation in the Promotion in these circumstances with or without prior notice.
15. We will not be held liable for any losses incurred by you as a result of your trading on your account(s) with us, or in relation to this Promotion (except where such loss is a result of our negligence or wilful misconduct).
16. You acknowledge and agree that your relationship with TradingView (including the terms and conditions governing your account with TradingView) is separate to your relationship with IG. We will not be liable to you for any losses incurred by you as a result of your relationship with TradingView, or trading on your account with TradingView. The terms and conditions of this Promotion are separate to, and independent of, any other terms and conditions you have agreed to with TradingView.
17. Any claim that you might have against us under or in relation to the Promotion must be brought within 90 (ninety) days after the date the alleged claim arose.
18. Where (i) any of these Rules have been breached, (ii) your account with us has been suspended or closed in accordance with the provisions of the applicable customer agreement governing your relationship with us; (iii) you no longer have an account with IG or an IG group company; and/or (iv) there is any reason to suspect you have acted fraudulently, obtained an unfair or unintended advantage pursuant to the Promotion or otherwise abused the spirit or intention of the Promotion, we reserve the right to withdraw your participation in the Promotion, with or without prior notice.

## TERMS AND CONDITIONS (CONTINUED)

19. We are the sole arbiter of the Promotion, these Rules and any other issues arising under or in relation to this Promotion. Exceptions to these Rules are at the absolute discretion of our management, and our decision is final. We reserve the right to (i) preclude you from participating in the Promotion; and/or (ii) alter, amend or terminate the Promotion or any aspect of it (including the Rules) at any time and without prior notice, either as a whole or in relation to you only.
20. We will not be held liable for your inability to satisfy the eligibility requirements of the Promotion or for your ability to trade as a result of any technical malfunction of the internet, IG's trading platform, or your own computing system. You accept all risks associated with trading over the internet, mobile applications, and downloadable software.
21. You acknowledge that, as part of the Promotion, you may be providing us with personal information within the meaning of the Data Protection Act 1998 and General Data Protection Regulation (EC Regulation 2016/679) or any subsequent legislation governing data protection. You acknowledge and consent to us processing all such information for the purposes of performing the Promotion, which includes sharing your TradingView username with TradingView to enable them to activate the Promotion. You acknowledge and agree that this may result in personal information being shared with any IG group company, and/or being sent outside the United Kingdom or the European Economic Area (as relevant) including to the USA. You consent to us processing and disclosing such information in accordance with our [Privacy Notice and Access Policy](#) as published on our website, as may be updated from time to time. For more information on how TradingView processes your personal information, please refer to the TradingView privacy notice available at <https://www.tradingview.com/privacy-policy/>, as may be updated from time to time.
22. Any dispute or situation not covered by these Rules will be resolved by our management in a manner we deem to be fairest to all concerned and that decision will be final and binding on all parties.
23. If at any time all or any part of any provision of these Rules are or become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, such provision(s) will not affect or impair the legality, validity or enforceability in that jurisdiction of the remainder of that provision or all other provisions of these Rules or the legality, validity or enforceability under the law of any other jurisdiction of that provision or all other provisions of these Rules.
24. These Rules, and any non-contractual obligations arising out of or in connection with the Promotion, will be governed by and construed in accordance with the English law, the courts of England and Wales will have non-exclusive jurisdiction to settle any legal action or proceedings arising out of or in connection with these Rules and the Promotion, including any non-contractual disputes and claims.