

1 | INTRODUCTION

NAGA GLOBAL LLC (hereinafter referred to as “NAGA” or “Company”), which is an entity duly incorporated under the laws of St. Vincent and the Grenadines, hosts the following promotion subject to and under the Terms and Conditions contained herein.

NAGA is running the Christmas Loyalty Store (the “Promotion”), which is held for all its new and existing clients. By registering and participating in the promotion within the below specified timeframe, you agree to be bound by the Terms and Conditions (the “Terms”) set out below.

By accepting to participate in this promotion, the present Terms and Conditions as well as the Company’s Client Agreement and all the other legal documents which are accessible anytime by everyone through the Company’s [website](#), are binding to the Client.

2 | ELIGIBILITY CRITERIA

Eligibility:

1. A live funded and verified account with NAGA. All accounts are opened subject to our standard account opening compliance criteria, and as such not all applicants will be successful in their application;
2. Agree and comply with the present Terms and Conditions and with all the other legal documents of the Company;
3. Reach one of the 7 levels as set out in **Appendix 1** by depositing the required amount. The deposit should be made within the timeframe when this Promotion is running, using one of the available payment methods or by a transfer through the NAGA Crypto Wallet;
4. Trade at least 5 lots on any underlying asset of a CFD after the abovementioned deposit has been made.

The Reward:

1. Provided that you meet the Eligibility criteria set out above, you will be eligible to claim a chance to win one of the Prizes, as set out in **Appendix 1**.
2. NAGA shall have the sole and absolute discretion in determining whether the gift can be given to you.

3 | GENERAL

1. The Christmas Loyalty Store is not open to employees of NAGA or any NAGA Group company or employees of any other NAGA affiliated company.
2. NAGA has the right to amend the present terms and conditions without any notice unless

the change is material. If a material change is affected, we will notify you immediately. Such an amendment will become effective on the date specified in the notice. Unless otherwise agreed, an amendment will not affect any outstanding order or transaction or any legal rights or obligations which may already have arisen.

3. The Company reserves the right to modify or cancel this promotion at any time and at its sole discretion, or cease this promotion without any prior notice.
4. This promotion shall be valid from 01/11/2022 (09:00 GMT+3) until 31/12/2022 (18:00 GMT+3). (Duration: 2 months)
5. The promotion may be revoked or withdrawn from participants who abuse the spirit or intention of it, or from participants who are suspected of abuse of the promotion. Where any of these Terms and Conditions are breached or there is any reason to suspect a participant has acted fraudulently or obtained an unfair advantage pursuant to this promotion, NAGA reserves the right to stop the transfer of the gifts or any attempted withdrawal of the same.
6. NAGA shall not be held liable for any losses incurred by you as a result of your trading or in relation to this promotion.
7. If any provision of these Terms and Conditions is, becomes, or is deemed invalid, illegal or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to the applicable laws so as to be valid and enforceable, or, if it cannot be so amended without materially altering the intention of the Parties hereto, it shall be stricken and the remainder of these Terms and Conditions shall remain in full force and effect.
8. If the Company suspects that a Client has abused the rules of this promotion and/or has been identified to have engaged in an abusive trading behavior in any way, then the Company reserves the right at any time and at its sole discretion to immediately exclude the Client from this promotion and take additional actions depending on the abuse. The Company will be entitled to (list not exhaustive): a) to deny, withhold or withdraw from that Client the gift due to the abusive trading behavior, b) to terminate the business relationship with the Client and/or c) offset any resulting losses from other trading accounts held by the Client.
9. For the purpose of clause 8 above, abusive behavior is considered (list not exhaustive):
 - a. Trading activities that can be counted as fraud, manipulation or attempts to garner risk free profits;
 - b. Failure by the Client to meet certain requests by the Company related to this promotion within the specified deadline provided in the correspondence with the Company;
 - c. The participation in this promotion of third parties on behalf of the Client without the proper authorization or right to act.

10. The terms and conditions of this promotion are updated on October 27, 2022.

4 | Governing Law

The Terms shall be governed by and construed in accordance with the Laws of Saint Vincent and the Grenadines. Any dispute or situation not covered by these Terms will be resolved by NAGA or each Registered Entity in the manner it deems to be the fairest to all concerned. That decision shall be final and/or binding on all entrants.

5 | Privacy Warning

By entering the Loyalty Store promotion, the Participants consent to the processing of their information by NAGA Global and their publication to NAGA Global's channels necessary for the delivery of the Prize. For further information on NAGA Global's data processing please refer to the "Privacy Policy" available [here](#).

6 | RISK WARNING

The Client further acknowledges that CFDs are leveraged products and involve a high level of risk that can lead to the complete loss of his/her invested funds. Prior to trading CFDs the Client should be aware of the risk involved and seek independent advice if necessary.

Trading CFDs is a high risk activity and it is possible to lose your investments. Trading CFDs with NAGA are suitable only for those clients who understand and are willing to assume the economic and other risks involved and who are also able to financially accept the risk of losses up to their invested capital. Seek independent advice if necessary.

APPENDIX 1

Loyalty Scheme:

Level 1):

Deposit: \$1,000

A	Conscious Balenciaga logo knit socks
B	NAGA Hoodie
C	Off-White AirPods 3rd Gen. case

Level 2):

Deposit: \$5,000

A	INSTA 360 - 180' GO 2
B	AirPods Pro (2nd generation)
C	TOM FORD T-charm bracelet

Level 3):

Deposit: \$15,000

A	Samsung Galaxy Z Flip 4 5G
B	Apple Watch Ultra
C	PS 5 Digital Edition & JBL Tour 1 NC W. Headphones

Level 4):

Deposit: \$30,000

A	HERO11 Black Creator Edition
B	Air 2S Fly More Combo
C	iPhone 14 Pro Max 512GB - 6.7"

Level 5):

Deposit: \$60,000

A	P340 Tower - Trading System Bundle
B	Valentino Garavani Rockstud Alcove Small leather shoulder bag
C	HP Notebook Omen Gaming Home

Level 6):

Deposit: \$100,000

A	DELL PC Alienware Aurora R13
B	Gucci Broadway heart-shaped shoulder bag
C	Holiday vacation with destination to Cyprus for 3 persons (including the eligible Client), 4 days fully covered accommodation and flights including breakfast, lunch and transportation back to the airport.

Level 7):

Deposit: \$250,000

A	DJI Matrice 30 Drone	Apple iPhone 14 Pro Max 1TB Space Black	Dior Lingot 50 Duffle Bag
B	Tiffany & CO Tiffany Victoria® Vine 18ct yellow-gold 0.52ct marquise and round-cut diamond necklace	Apple iPhone 14 Pro Max 1TB Gold	OMEGA 2022 unworn Speedmaster 38mm
C	New Season Rolex 2022 unworn Datejust 31mm		

Delivery:

The Company will cover all delivery and possible custom costs for the delivery of the claimed rewards.

Delivery of the gift shall be effective within twelve (12) weeks from the moment the gift is claimed. For the Company to be able to deliver the gift to the client, the latter shall provide a clear address to the Company, if not already provided during the onboarding process.

The Company may, in its sole discretion, decide whether the delivery of goods is feasible and offer alternative gifts such as the deposit of credit equal to the value of the reward in the client's trading account or by awarding an Amazon gift card of the same value.

Once the gift is shipped from our end, we do not bring any responsibility for the product in case of any damage. No replacement and no return of points shall be approved.

If any event of Force Majeure occurs, the Company shall give the Client a prior notification and take appropriate measures to minimise or remove the effect of the Force Majeure event and, within the shortest possible time, attempt to resume performance of the obligation(s) affected by the event of Force Majeure. The aforementioned shall be achieved by either depositing credit equal to the value of the reward in the client's trading account or by providing to the Client an Amazon gift card of the same value.

Credit and Amazon Gift Card Value:

Level 1	100 USD
Level 2	350 USD
Level 3	1,350 USD
Level 4	2,000 USD
Level 5	3,000 USD
Level 6	7,000 USD
Level 7	15,000 USD

For the purposes of the above paragraph, Force Majeure shall mean:

- a. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);

- b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
- c. rebellion, revolution, insurrection, or military or usurped power, or civil war;
- d. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- e. pandemic;
- f. regulatory restrictions;
- g. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Company; or
- h. acts or threats of terrorism.

Neither the Company nor the Client shall be considered in breach of these Terms and Conditions to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.

Exclusions:

Store shipping availability depends on the recipient's country. If this is not available in any jurisdiction, the Company contacts the client through the NAGA Platform, in order to replace the gift claimed with another one from the same point bracket.

General:

- o Items must not be re-sold.
- o Once claimed, the gift cannot be changed. Client has the option to deposit for another claim/gift.
- o For each deposit, the client will be eligible for one (1) gift, depending on the deposit made and from the relevant Level, as specified above in **Appendix 1**.
- o Clients can claim up to three (3) gifts but never the same gift. The gifts to be selected should derive from the relevant Level, according to the amount deposited by the Clients.
- o Clients can choose a different gift from the same Level.
- o In case of out-of-stock products as all items are high end and/or limited editions, the Company will provide other options to the clients from the particular claimed bracket.
- o Level 6 Vacation Reward: Once the Loyalty Store period is over, the ones claiming the gift must provide the dates that they wish to visit Cyprus within a month. The client's flight dates should be within the next 6 to 12 months from the time this Promotion is over. In case the amount of the trip is worth more than the claimed prize then we will proceed with an alternative gift.
- o Level 7 Rewards: The client is eligible for claiming 1 out of 3 gift bundles. The first 2 options include 3 gifts and the third option features a Rolex watch.