

## Finspreads and TraderTom Promotion

1. You agree that by participating in the "Finspreads and TraderTom Promotion" (the "Promotion") that you will be bound by these Promotion Terms as well as the general terms and conditions that apply to your Account with Finspreads (the "Finspread Terms"). Terms and expressions used in these Promotion Terms shall have the same meaning as in the Finspreads Terms, unless specified otherwise.
2. This Promotion is offered by Finspreads, which is a trading name of City Index Limited ("Finspreads" "we" or "us"), of Park House, 16 Finsbury Circus, London, EC2M 7EB.
3. Subject to paragraph 12 below, to be eligible to take part in the Promotion and qualify for receipt of the Reward you must:
  - be over eighteen (18) years of age and successfully open a Finspreads spread betting account ("Account");
  - have not previously opened an Account; and
  - meet the requirements of paragraph 7 below
  - (anyone who meets these criteria shall be deemed a "Qualifying Applicant").
4. For the purposes of these Promotion Terms, the following definitions shall apply "Reward" means the book by John Piper, "The Way to Trade" or such other similar book as we may offer from time to time and a 3 week subscription to the WhichWayToday.com LIVE Educational Trading Room.
5. The Promotion is strictly limited to one (1) Reward per Qualifying Applicant.
6. The "Promotion Period" will run from 9.00 HRS GMT on 2 November 2009 until further notice, which shall be posted on the 'Latest offers' page of the Finspreads website at [www.finspreads.com](http://www.finspreads.com).
7. In order to participate in the Promotion and claim the Reward, Qualifying Applicants must during the Promotion Period:
  1. deposit a minimum of £250 into their Account (excluding any margin funding requirements);
  2. execute within a period of four (4) weeks of opening an Account, a minimum number of 4 Qualifying Trades, which for the purposes of this Promotion shall mean any spread betting trade with a minimum bet size of £1 per point, excluding at all times any trade which is not executed at normal "market risk" and which is entered into with the intent and/or which has the effect of making the trade "risk-free" or less risky than normal "market risk" by any means including but not limited to strategies using other accounts with Finspreads or any other third party, rolling trades, "opposing trades", "arbitrage trades", "bet-matching

trades" or such other similar hedging strategies.

3. name "WhichWayToday/Trader Tom" as your source on the online application by selecting the 'Other' option from the 'Media Details' drop down menu and type "WhichWayToday/Trader Tom" in the space provided.

(collectively the "Reward Requirements").

8. The Qualifying Applicant may claim their Reward by sending an email to [info@whichwaytoday.com](mailto:info@whichwaytoday.com) confirming that they have met the Reward Requirements. Upon receipt of such email, and subject to confirmation of delivery details and any further verification, the book will be dispatched within ten (10) days and [info@whichwaytoday.com](mailto:info@whichwaytoday.com) will email you with username and log-in details for the 3 week subscription to the WhichWayToday.com LIVE Educational Trading Room (the "Trading Room").
9. The Account must be open and not the subject of any dispute or default on the date the Reward is claimed under paragraph 8 above.

**RISK WARNING:**

10. It is important that Qualifying Applicants are aware that their risks are not limited to the deposit and that by making a Qualifying Trade it is possible to lose more than the deposit ("Losses"). In some circumstances such Losses may be considerably more than the initial deposit.
11. Qualifying Applicants should read these Promotion Terms carefully and acquaint themselves with the [Finspread's Terms](#) and the [risk warnings](#).
12. Neither the employees of City Index Limited, or its affiliates, or other producers or suppliers associated with this Promotion, their advertising, printing and publicity agencies, and their immediate family members (i.e. any person residing in the household of the aforementioned people) will be eligible to participate in the Promotion.
13. We reserve the right at our sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process, the operation of the Promotion, or breaches the Promotion Terms or Finspread Terms.
14. We may use the information that you provide during the Promotion registration process to provide you with information about our products and services. You must inform us if you do not wish to receive such information by emailing [enquiries@finspreads.com](mailto:enquiries@finspreads.com) or calling us on 020 7150 0400.
15. We reserve the right to alter, amend or terminate this Promotion, or any aspect of it, at any time and without prior notice. We may make changes to these Promotion Terms and will notify you of these changes by posting the modified terms on the Finspreads website. We recommend you revisit these Promotion Terms regularly, and by your continued use of the Finspreads websites and services you accept any such modified

terms.

16. Any dispute or situation not covered by the Rules will be resolved by our management in a manner it deems to be the fairest to all concerned, and that decision shall be final and/or binding on all entrants. No correspondence will be entered into.
17. If the Promotion cannot be executed as planned, including any problems or technical malfunction beyond our control we shall incur no liability.
18. This Promotion will be governed by the laws of England and Wales.
19. If any term of these Promotion Terms is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Promotion Terms and shall in no way affect the legality, validity or enforceability of the remaining terms.
20. If the Rules are translated into a language other than English, then the English version of the Rules shall prevail where there is an inconsistency.

#### **21. WhichWayToday Disclaimer**

Finspreads is a trading name of City Index Limited ("CI"). The Trading Room has been produced by WhichWayToday.com ("WWT") which is not part of the CI group of companies. CI is not responsible for nor does CI have any influence or control over the Trading Room or its contents and the Promotion should in no way be understood to be an endorsement of the products/services of WWT.

Access to the Trading Room is strictly subject to the subscription terms and conditions and risk warnings of WhichWayToday.com (as may be amended from time to time). Qualifying Applicants will be deemed to have accepted these subscription terms and conditions by accessing the Trading Room. Please read these carefully before accessing the Trading Room. If you do not agree to all these conditions, you must not access the Trading Room and must discontinue using the Trading Room immediately.

CI does not represent or warrant the suitability, accuracy, reliability, or completeness of the Trading Room. Content of the Trading Room may be unsubstantiated and/or obtained from sources which may prove to be unreliable or inaccurate. CI does not have and does not undertake any obligation to update the information at WWT to reflect subsequent events or circumstances.

The Trading Room does not constitute a prospectus, offer, invitation or solicitation to buy or sell securities, financial products, or related financial services and is not intended to provide the sole basis for any evaluation of the securities or any other instrument, which may be discussed in it.

The Trading Room is not a personal recommendation and you should seek independent advice as to your suitability to speculate in any related markets and your ability to assume the associated risks if you are at all unsure, as well as confirming the legal, tax and accounting characteristics

and consequences of any transaction.

Law or regulation in certain countries may restrict the manner of access, use or distribution of the Trading Room and persons who receive access are required to inform themselves of and observe such restrictions.

CI excludes all liability for any loss suffered as a result of the provision of the Trading Room under this Promotion.

For the avoidance of doubt, CI is not responsible for the content of external websites. This is because CI does not produce them, cannot maintain, update, or change them, and they can be changed without the knowledge or agreement of CI. Some of our external links may be to websites which offer commercial services, such as online purchases. The inclusion of a link to an external website from the CI homepage should not be understood to be an endorsement of that website or the site's owners (or their products/services).