

eToro AUS Capital Limited SMSF Cashback Promotion 2025 Terms and Conditions

Last updated May 21, 2025

This document sets out the terms and conditions that govern the SMSF Cashback Promotion (the "Offer", and the "Offer Terms and Conditions"), run by eToro AUS Capital Limited ABN 66 612 791 803 ("eToro", "us", "our" or "we"). By participating in this promotion, you confirm that you have read, understood and agree to be bound by these terms and conditions. All entrants will be deemed to have accepted and agreed to be bound by the general eToro terms and conditions ("eToro General Terms") and Privacy Policy, which are all available through https://www.etoro.com/customer-service/terms-conditions/. If you are in violation of any policies, rules or regulations applicable to you, you may be disqualified from entering or receiving rewards. eToro disclaims any and all liability or responsibility for disputes in that respect.

The Offer is exclusively available to participants who meet the eligibility criteria outlined below. It offers a cashback bonus of 3% of the net deposit, subject to conditions, and up to a cap of USD\$ 30,000 per Eligible Participant.

1. DEFINITIONS AND INTERPRETATION

- **1.1.** Unless the context otherwise specifies, the following words and expressions shall have the meaning set out below:
- (a) Allowable States/Territories means the following States and Territories: New South Wales, Queensland, South Australia, Tasmania, Victoria, Western Australia, Australian Capital Territory, Jervis Bay Territory and Northern Territory. eToro may amend the list of the Allowable States/Territories by adding or removing States/Territories at its sole and exclusive discretion.
- (b) Eligible participants are defined in Section 3 below.
- (c) eToro SMSF account means the SMSF account with eToro.
- (d) Exclusions are set out in Section 5 below.
- (e) Offer details are set out in Section 4 below.
- (f) Promotion period is defined in Section 2 below.
- (g) Qualified Net Deposits means the Minimum Deposit and any additional deposits made within 60 days following the deposit of the Minimum Deposit.

2. PROMOTION PERIOD

2.1. This Offer will commence on 1 June 2025 (00:00 AEST time), and end on 31 December 2025 (23:59 AEST time) (the "**Promotion Period**").

3. ELIGIBLE PARTICIPANTS

- **3.1.** The offer is available to all people individuals who:
- (a) Are over 18 years of age.
- (b) Have opened, activated and maintained an eToro trading platform account (an "eToro Account") in full compliance with the eToro General Terms.
- (c) Have completed the registration to open an eToro SMSF account.

- (d) Make a first-time deposit of at least USD \$10,000 into the eToro SMSF account during the Offer Period (the "Minimum Deposit").
- (e) Be fully verified by eToro pursuant to its policies and procedures.
- (f) Meet, accept and agree to the eToro General Terms and the eToro Privacy Policy.
- (g) Is a resident of the Allowable States/Territories
- 3.2. Each person who complies with clause 3 above will be an 'Eligible Participant' for the purposes of these Offer Terms and Conditions.

4. OFFER DETAILS

- 4.1. Eligible Participants will receive a cashback of 3% of their Qualified Net Deposits, up to a cap of USD\$ 30,000 per Eligible Participant. The cashback will be credited to the participant's SMSF account within 3 months from their Minimum Deposit.
- 4.2. Funds used to qualify for the cashback must remain invested in the SMSF account for a minimum of 12 months from the first-time deposit date. Any withdrawals during this period may result in the cashback being reclaimed by eToro.

5. EXCLUSIONS

- 5.1. The following exclusions apply to the Offer:
- (a) The participant must NOT be an employee of eToro or of an eToro subsidiary, parent company or a company under common control with eToro ("eToro Affiliates") and NOT an immediate family (parent, sibling, spouse, child) or household member of an eToro employee, an employee of an eToro Affiliate, or a person involved in any part of the administration and execution of this Promotion.
- (b) This Offer cannot be combined with other promotions, except the "Refer a Friend" program.
- (c) The participant will be restricted from trading CFD's for a period of 60 days.

6. MODIFICATIONS AND CANCELLATION

- 6.1. eToro reserves the right to modify or cancel this Offer at any time, including adjusting cashback amounts due to regulatory, legal, or operational reasons.
- 6.2. Continued participation after such changes implies acceptance of these modified terms.

7. GENERAL CONDITIONS

- 7.1. The cashback amount is determined based on eToro's internal records.
- 7.2. Participation in this Offer does not constitute any obligation for eToro to continue offering a cashback plan, or to maintain it under the same conditions.
- 7.3. Participants should not make financial decisions based on the anticipation of receiving the cashback.
- 7.4. All transactions remain the responsibility of the account holder, who is solely accountable for their investment decisions.
- 7.5. eToro is not liable for direct or indirect losses from delays in cashback payments.
- 7.6. Participation implies agreement to all terms and acknowledgment of investment risk, including potential capital loss.
- 7.7. In any case of contradiction between the Offer Terms and Conditions and any publication circulated via email, push notification, banner, newsletter, button or other similar method sent to you by eToro and/or any party acting on its behalf or by any such other publication in connection with the Offer ("Offer Publication"), the Offer Terms and Conditions shall prevail unless specifically stated otherwise within such Offer Publication.
- 7.8. We reserve the right to cancel, terminate or suspend this Offer. For the avoidance of doubt, cancellation, termination or suspension by eToro of this Offer shall not entitle you to any claim or compensation against eToro for any losses or damages suffered or incurred by you as a direct or indirect result of the act of cancellation, termination or suspension. In addition, We may, in our sole discretion, decide to change any threshold set forth in this Offer.
- 7.9. You shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to this Offer. It is your responsibility to calculate and pay all applicable taxes that you owe as a result of your participation in the Offer. However, we may withhold and deduct at source any taxes due under Applicable Law (as such term is defined in the eToro General Terms) at our sole discretion. You will have no claim against eToro where we have made such a deduction. You should consult with your own tax advisor to determine the potential benefits, burdens, and other consequences of the Offer.
- 7.10. Abuse of the Offer (e.g., fraud, manipulation, false registrations) will result in forfeiture of cashback and possible legal action.
- 7.11. Eligibility is limited to one account per person. Cashback will only be awarded to one SMSF Account per user.
- 7.12. These terms and conditions are governed by the laws applying in Australia.
- **7.13.** Users who acted against the <u>eToro Community Guidelines</u> after being warned for any reason and/or were blocked from eToro websites, will not be entitled to receive any reward.
- 7.14. eToro's decision on all matters relating to this Offer shall be final and binding.