

# Terms and Conditions for the promotion “XTB Gives You a Free Share”

## 1. General provisions

- 1.1. The Program “XTB Gives You a Free Share” is a promotion (the Campaign) directed exclusively to new clients of XTB Limited (from now “XTB”), who have activated their XTB account between 26th January 2026 and 28th February and participate in the Campaign.
- 1.2. The objective of this Campaign is to ease the access to financial products and to promote the knowledge on these securities.
- 1.3. The give away of a free share does not constitute a recommendation nor investment advice, and its intent is not to encourage investment on this type of securities or in a specific stock. The cost of the free share is assumed by XTB. The delivery of this share does not constitute a promise of profit or any guarantee of future performance. The value of the instrument may rise or fall without causing liability for XTB.
- 1.4. The Campaign begins on 26th January 2026, at 1:00 AM CET and ends on 8th March 2026, at 12:00 PM CET, or when the free stocks are exhausted in accordance with Clause 3.2, whichever occurs first.
- 1.5. In all matters not regulated by these Terms and Conditions, the provisions of the Contract and its annexes shall apply.

## 2. Definitions

The concepts used in these Terms and Conditions shall be understood according to the following definitions:

- 2.1. **Organiser / XTB:** XTB Limited (“XTB Limited”, “we”, “us” or “our”). XTB Limited is a company registered in England and Wales (Company Number 07227848) and authorised and regulated by the Financial Conduct Authority (“FCA”) (Firm reference number 522157).
- 2.2. **XTB Group:** An international group of companies whose core business is the provision of services related to trading and investing in financial products, as well as related technological solutions. The group is comprised of its parent company, XTB S.A., headquartered in Warsaw, Poland, and its various branches and subsidiaries, which operate as a single economic unit under common control and which share common interests.
- 2.3. **Campaign:** will refer to the “XTB gives you a free share” Program.
- 2.4. **Terms and Conditions:** shall refer to these Terms and Conditions of the “XTB Gives You a Free Share” Campaign.
- 2.5. **Participant:** A natural person over 18 years of age who meets the requirements established in these Terms and Conditions to participate in this program.
- 2.6. **Client:** natural person with whom has successfully opened an XTB Limited account.
- 2.7. **Contract:** Agreement of General Terms and Conditions for the Provision of Services signed between the Client and XTB Limited.
- 2.8. **Account:** A real investment account opened by the Client with XTB to trade financial instruments in accordance with current regulations.
- 2.9. **free stock:** One ordinary share of Rolls Royce (RR.UK), ISIN GB00B63H8491, listed on the London Stock Exchange, the acquisition cost of which is borne by XTB.

**XTB Limited is authorised and regulated by the UK Financial Conduct Authority. (FCA Register No. 522157). XTB Limited is registered in England and Wales under Companies' House. Registered Number 07227848 Company address: Level 9, One Canada Square, Canary Wharf, London, E14 5AA, United Kingdom XTB Limited**

- 2.10. **Awarded:** A Client that has fulfilled all the requirements to participate in this Program, and that has received a free stock in accordance with these Terms and Conditions.
- 2.11. **First Deposit:** The amount of money that the Client deposits for the first time on his XTB Account.
- 2.12. **Registration process (opening an Account):** The process through which a natural person registers and creates an Account with XTB, with the goal of becoming a Client of XTB.
- 2.13. **Website:** means the XTB website available at [www.xtb.com/en](http://www.xtb.com/en).
- 2.14. **XTB mobile application:** mobile application through which XTB provides its services, available on the AppStore or Google Play.
- 2.15. **US Person:** A person who meets one or more of the following conditions: (i) a US citizen; (ii) a US national; (iii) a US passport holder; (iv) a permanent resident of the United States (green card); (v) a "substantial presence" in the US (you were in the US for one semester of the current year + 1/3 of the previous year + 1/6 of the year before that); and/or (vi) pays taxes in the United States.
- 2.16. **CRM System:** A software used by XTB to manage the relation with current and potential clients.
- 2.17. **Account Status:** The status in which the account of the current or potential Client is, designating if it's open or in a different status.

### 3. Participation in the Program

- 3.1. The Program is exclusively open to new clients opening their first account with XTB Ltd who:
- Have not had an active Account (defined in the CRM System in the Account Status field as Open) with XTB or any of the companies of the XTB Group in the last 365 days, nor had a rejected or closed account for failure to comply with the Agreement (defined in the CRM System in the field Account Status as Closed or Rejected and in the field Status Detail AML as Rejected by XTB or AML terminated by XTB)
  - Have not received previous promotions or welcome bonuses from XTB.
  - Did not consent to participate in any other concurrent promotional program organised by XTB. If the Client is currently participating in another promotion, they will not be given a free stock under the Campaign.
  - They are tax residents in the UK and do not classify as a "US Person".
- 3.2. Participation in the Program involves:
- Opening an Account within the promotional period indicated in clause 1.4.
  - Consenting to these Terms and Conditions within 7 days (168 hours) after opening an Account, but no later than Program end date as described in clause 1.4i. The consent can be given in the XTB mobile application only.
  - Consenting to the following declaration; 'I confirm that I have read and agree to the Terms and Conditions of the 'One Free Share' program offered by XTB Ltd and agree to participate in the promotion. I understand this is a promotional offer and does not constitute investment advice. I acknowledge I am responsible for all tax obligations related to receiving the free share and confirm that I meet the eligibility criteria for the program. I consent to the use of my information for the purpose of administering this offer.'
  - Making a first deposit within 7 days (168 hours) after opening an Account.
- 3.3. The first 2,000 eligible customers who make their first deposit and consent to Terms and Conditions within a required timeframe will receive the free stock. The Organizer may increase the number of free stocks.
- 3.4. Each customer may receive only one share as a free stock, regardless of the number of accounts or subaccounts they create.

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#### 4. Delivery of the Free Stock

- 4.1. The share will be delivered to the client's main account within a maximum of 3 business days from the deposit.
- 4.2. The free stock will be awarded to the first 2,000 participants who meet the participation and delivery conditions contained in sections 3.1. and 3.2. of this document.
- 4.3. XTB does not guarantee the exact price of the share at the time of allocation, as it is subject to market fluctuations.
- 4.4. The client may keep, sell, or transfer the share once received.
- 4.5. The free stock cannot be exchanged for cash or alternative instruments, nor is it combinable with other XTB pro+motivational programs.
- 4.6. In the rare scenario where we experience any difficulties in providing Participants with Free Share, we reserve the right to provide the Participants with the monetary value of such an instrument instead. Such will be booked as cash on the Participant's Account. The monetary value shall be determined as of the date on which the reward is distributed.

#### 5. Taxes

- 5.1. As an execution only broker we will not advise You of existing tax laws or changes to tax laws. It is Your obligation to obtain Your own tax advice. Your tax situation will depend on, for example, Your personal circumstances and the tax jurisdiction that applies to You. Tax treatment is subject to change in the future. You are responsible for any and all taxes (including stamp duty and capital gains tax) payable by You in connection with the Free Share (and all Your Trades). If we have to pay any of these on Your behalf, You must repay us.
- 5.2. For the purposes of your own tax reporting, XTB Ltd will purchase the free stock and transfer it to your account.

#### 6. Exclusions and Cancellations

- 6.1. XTB may deny or revoke the delivery of the free stock if it detects:
  - Duplicate accounts.
  - Breach of these Terms and Conditions.
  - Fraud, manipulation, or attempts to circumvent the Program rules (including the provision of false or altered information or documents to open an account or to comply with the terms of this program).
  - Breach of the Contract.
  - Abuse the spirit or intention of the promotion.
- 6.2. We reserve the right to withhold, reclaim, or disqualify any reward where we reasonably believe the promotion has been abused. Abuse includes, but is not limited to: depositing nominal or token amounts solely to qualify for the reward without genuine intention to trade or invest; immediately withdrawing funds following receipt of the reward; creating multiple accounts; or any other activity designed primarily to obtain the reward contrary to the purpose of this promotion. Decisions under this clause will be applied fairly, reasonably, and consistently.
- 6.3.
- 6.4. The Program may be terminated early if the total number of available Awards is exhausted or for legal, operational, or force majeure reasons.

- 6.5. XTB Ltd reserves the right to amend, suspend, or withdraw the Free Share Offer at any time and for any reason, without prior notice. Any such amendment, suspension, or withdrawal will not affect clients who have already qualified for the offer prior to the effective date of cancellation; such clients will remain entitled to receive their free share in accordance with the terms applicable at the time of qualification.

## 7. Complaints and Modifications

- 7.1. The Program terms and conditions may be modified for justified reasons. Modifications will be communicated by email and published on the website.
- 7.2. Complaints will be handled in accordance with the Terms and Conditions of the General Terms of Business for the Provision of Services and its annexes, published at [www.xtb.com/en](http://www.xtb.com/en).
- 7.3. The Organiser will not accept any liability for any losses incurred by the Client, including, but not limited to, indirect or consequential losses, loss of business or profits, resulting from the Client's failure to comply with the terms and conditions of participation in the Program.

## 8. Applicable Legislation

- 8.1. The Program is governed by the laws of the United Kingdom.
- 8.2. Any dispute shall be resolved by the ordinary courts of justice with jurisdiction in the United Kingdom.