



#### **Campaign Terms & Conditions**

#### Campaign Name

CNY Shopping Voucher Give Away Campaign

# **Tagline**

Open a trading account and trade with CIMB Investment Bank Berhad ("CIMB") to be rewarded a shopping voucher worth up to RM 800 ("The Campaign") from 1<sup>st</sup> January 2015 until 18<sup>th</sup> February 2015 both dates inclusive ("Campaign Period"). Terms & Conditions apply.

#### **Eligibility**

- 1. The Campaign is open to retail stockbroking clients who apply for a new trading account (including but not limited to Securitised Trading Account, Direct Trading Account, Clicks Trader Account and Share Margin Financing Account) (collectively referred to as "Trading Account") with CIMB during the Campaign Period.
- 2. Existing clients of CIMB who already have an existing Trading Account) with CIMB are not eligible to participate in the Campaign.
- 3. All new clients are eligible to participate in the Campaign upon their respective new Trading Account(s) has/have been approved for online and offline trading on Bursa Securities and/or on securities exchange outside of Malaysia. Such clients whose applications have been approved shall be referred to as the Eligible Clients.
- 4. Existing clients of CIMB who close and reopen their respective Trading Account(s) during the Campaign Period are not eligible to participate in the Campaign.
- 5. The following categories of clients and type of trading accounts shall not be eligible to participate in the Campaign:
  - Corporate clients, Clicks Trader Plus Account, IPO Financing Account, ESOS Financing Account and External Share Margin Financing Account.

### Gross Brokerage Requirements and Eligible Reward

6. During the Campaign Period, an Eligible Client who accumulated gross brokerage fee as set out in the following table shall qualify for one (1) shopping voucher ("Reward") which value is determined by the accumulated gross brokerage fee as set out in the following table:

Accumulated Gross Brokerage Fee (RM)	Reward
500.00	Shopping voucher worth RM 100.00
1,500.00	Shopping voucher worth RM 300.00
2,000.00	Shopping voucher worth RM 500.00
3,500.00	Shopping voucher worth RM 800.00





# Appendix 2 – Campaign Terms & Conditions (Cont'd)

### Gross Brokerage Requirements and Eligible Reward (Cont'd)

- 7. Should the Eligible Clients have more than one (1) Trading Account maintained with CIMB (e.g. ST Direct, ST Nominees, etc), then all the brokerage or the brokerage fees (as the case may be) generated from such accounts with CIMB will be consolidated and taken as one (1) trading account with CIMB for value of the Reward.
- 8. For avoidance of doubt, an Eligible Client will be entitled to a maximum of one (1) Reward, namely one (1) shopping voucher.

# Terms & Conditions

- 9. The Terms and Conditions are set out on i\*Trade@CIMB website (www.itradecimb.com.my). By participating in the Campaign, all Eligible Clients are deemed to have read, understood and agreed to be bound by these Terms & Conditions and agreed that any decisions of CIMB in relation to every aspect of the Campaign, including the Reward to be given away and the determination of the eligible client, is final, binding and conclusive. No correspondence, queries, appeals or protests will be entertained.
- 10. All prices and value stated here are correct at the time of printing. Reward images shown in any marketing and advertisement collateral are for visual purposes only and colours may vary from actual Reward received. The Eligible Client(s) shall be responsible for any costs whatsoever incurred in connection with the Reward, including but not limited to transportation from the Merchant's office location, any other third party costs (commission, ownership transfer, etc).
  - i. The Eligible Clients shall be responsible to pay any tax, incidental cost and/or any other charges relating to any of the Reward unless stated otherwise. CIMB shall not be held liable for any tax, incidental cost, charges and/or damage caused by any of the Reward and/or nonfulfilment by any of its agents/distributors.
  - ii. The Reward is not exchangeable for cash or credit or kind whether in part or in full.
  - iii. The Reward may carry its own terms and conditions and these terms and conditions shall be applicable in addition to the terms and conditions contained within.
- 11. By participating in the campaign, the Clients agree to be bound by the Terms and Conditions herein and also the Terms and Conditions governing the respective Trading Account.
- 12. CIMB reserves the right, without prior notice or assigning any reason whatsoever, to substitute the Reward with other item(s) of the similar value.
- 13. To the fullest extent permitted by law, CIMB expressly exclude and disclaim any representations, warranties, or endorsements, express or implied, written or oral, including but not limited to any warranty of quality, merchantability or fitness for a particular purpose in respect of the Reward. Further, no responsibilities are accepted for any additional expenses, omissions, delays, rerouting, or acts of any government or authority.
- 14. Although CIMB will endeavour to deliver the Reward promptly, this is subject to availability and accordingly, CIMB shall not be responsible for any delay nor will be there any compensation payable for any such delays.





# Appendix 2 - Campaign Terms & Conditions (Cont'd)

### Terms & Conditions (Cont'd)

- 15. In no event will CIMB be liable for any loss or damages (including without limitations, loss of income, profits or goodwill, direct or indirect, incidental consequential, exemplary, punitive or special damages or any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Campaign, even if CIMB has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 16. CIMB reserves the right to cancel, terminate or suspend the Campaign with or without any prior notice. For avoidance of doubt, cancellation, termination or suspension of the Campaign shall not entitle any of the Eligible Clients to any claim or compensation against CIMB or any losses or damages suffered or incurred by the Eligible Clients as a direct or indirect result of the act of cancellation, termination or suspension.
- 17. CIMB reserves the rights at its absolute discretion to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) (the "Amendment") any of the terms and conditions herein at any time. The Amendment shall be effected at CIMB's absolute discretion through any one of the following means of communication, namely, by ordinary mail to the Eligible Clients' last known address or by posting a notice regarding the Amendment at each of CIMB's branches or by effecting an advertisement regarding the Amendment in any one newspaper of CIMB's choice, or via CIMB's website and the Amendment shall be deemed as binding on the Eligible Clients as from the date of notification of the Amendment or from such other date as may be specified by CIMB.
- 18. These Terms & Conditions, as may be varied or amended from time to time pursuant to Clause 17, shall prevail over any provisions or representations contained in any other promotional materials advertising the Campaign.
- 19. None of the campaigns is nor shall any of them be construed as an offer, recommendation or solicitation to buy or sell any securities. All clients are advised to make their own independent evaluation and to consult their professional advisers before undertaking any transaction.
- 20. CIMB will notify all Eligible Clients based on the information supplied by the Eligible Clients and maintained in CIMB's records. Pursuant to the requirements the Personal Data Protection Act 2010, CIMB is required to obtain Client's consent for the processing of Client's personal data. Therefore, the Client hereby consents to CIMB's processing of the Client's personal data which the Client may provide to CIMB now and from time to time in connection with their applications or participation in the Campaign. The Client hereby confirms that the Client has read, understood and agrees to be bound by the CIMB Group Privacy Notice (which is available at <a href="https://www.itradecimb.com.my">www.itradecimb.com.my</a>) ("Privacy Notice") and the clauses herein, as may relate to the processing of his or her personal information. For the avoidance of doubt, the Client agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
- 21. The Eligible Clients agree and authorize CIMB to disclose their details (including but not limited to name, NRIC number, telephone number, address) to the distributor/agent who would then contact the Eligible Clients regarding the delivery of their Reward. The Eligible Clients shall be responsible to make the necessary arrangements with CIMB and/or its distributor/agent for the delivery and/or collection of the Reward. All tax, charges and incidental costs in this regards shall be borne by the Eligible Clients.
- 22. The Eligible Clients hereby agree that in the event that they are not contactable, CIMB reserves the right to forfeit the Reward without any prior notice.

#### CIMB Investment Bank Berhad (18417-M)