



To: CIMB Investment Bank Berhad

Dear Sir / Madam:

Cross Border Trading Year End Holiday Campaign ("Campaign")	
Name (as per NRIC/Passport):	
NRIC/Passport No.:	
Client Code:  Mobile Tel No.  Home Tel No.  Email Address:  Correspondence Address:	
	the Cross Border Trading Year End Holiday Campaign. I have comply with the Terms & Conditions of the Campaign.  tiously believing the same to be true.
Yours faithfully,	Witnessed by,
Signature of Client	Signature of Dealer's Representative / Witness
Date:	Name:
	Date:





<u>Terms and Conditions of CIMB Investment Bank Berhad's Cross Border Trading Year End Holiday Campaign - ("Terms & Conditions")</u>

# Campaign period

1. The Campaign is organized by CIMB Investment Bank Berhad ("CIMB IB") and will run from 15 July 2015 to 15 October 2015, both dates inclusive ("Campaign Period").

### Eligibility

- 2. The Campaign is open to new and existing CIMB IB and/or CIMB Bank Berhad ("CIMB Bank") (collectively CIMB IB and CIMB Bank are referred to as "CIMB") individual clients who trade online or offline in Hong Kong Stock Exchange ("HKEX") and/or trade offline in Shanghai Stock Exchange ("SSE") via the Non-Ringgit Securities Equity Trading Facilities and has a:
  - a. Clicks Trader Plus Account; and/or
  - b. Share Margin Financing Account; and/or
  - c. Securitised Trading Account; and/or
  - d. Direct Trading Account

(collectively referred to as "Eligible Clients").

- 3. For the purposes of this Campaign, "trade offline in SSE" shall mean northbound trading of shares through the securities trading and clearing links program known as Shanghai-Hong Kong Stock Connect.
- 4. The following shall NOT be eligible to participate in the Campaign:
  - a) Clicks Trader account holders;
  - b) Islamic stockbroking clients;
  - c) Corporate clients;
  - d) Institutional clients;
  - e) Private Banking clients; or
  - f) Others as may be determined by CIMB IB.
- 5. Eligible Clients will have to fill up the Campaign Participation Form to participate in this Campaign.

# **The Campaign**

- 6. Eligible Clients who have met the Qualifying Criteria in Clause 7 below ("Qualified Participants") within the Campaign Period will be rewarded with prize ("Reward") as set out in Clause 7 below.
- 7. The qualifying criteria that must be met by the Qualified Participants ("Qualifying Criteria") are set out below:





- a) for every Gross Brokerage of RM8,800.00 generated during the Campaign Period, the Qualified Participants will be rewarded with AirAsia Electronic Gift Vouchers worth RM1,000.00 ("Reward");
- b) for purposes of this Campaign, "Gross Brokerage" shall mean the gross brokerage generated by the Qualified Participants on trades conducted on HKEX and/or SSE during the Campaign Period:
- c) for Qualified Participants who have more than one (1) account trading in HKEX and/or SSE maintained with CIMB IB, then all the Gross Brokerage generated in such accounts shall be accumulated and combined for eligibility for the Reward; and
- d) there is no maximum number of Reward(s) a Qualified Participant is entitled to.
- 8. All prices and values stated here are correct at the time of printing. Rewards images shown in any marketing and advertisement collateral are for visual purposes only and, if applicable, colours may vary from actual Rewards received. The Qualified Participants shall be responsible for any costs whatsoever incurred in connection with the Reward(s), including but not limited to transportation from the merchant's office location, all upgrades and alterations, any other third party costs (commission, ownership transfer, tax, etc), as the case may be.
- 9. The Qualified Participants shall be responsible to pay any taxes (including but not limited to service tax or goods and services tax ("GST"), incidental cost and/or any other charges relating to any of the Reward(s) unless stated otherwise. CIMB shall not be held liable for any taxes (including but not limited to service tax or GST), incidental cost, charges and/or damage caused by any of the Rewards and/or non-fulfilment by any of its agents.
- 10. The Reward(s) are not transferable.
- 11. The Reward(s) are not exchangeable for cash or credit or kind whether in part or in full.
- 12. The Reward(s) may carry their own terms and conditions and these terms and conditions shall be applicable in addition to the terms and conditions contained within.

#### **Notification**

- 13. All Qualified Participants will be notified by telephone, mail and/or email.
- 14. CIMB has the sole discretion to fix the appointed date and time to make the telephone calls to the Qualified Participants.
- 15. CIMB will notify all Qualified Participants based on the information supplied by the Qualified Participants and maintained in CIMB's records.
- 16. The Qualified Participants hereby agree that in the event that they are not contactable, CIMB reserves the right to forfeit the Reward(s).
- 17. Pursuant to the requirements of the Personal Data Protection Act 2010, CIMB IB is required to obtain the Eligible Client's consent for the processing of the Eligible Client's personal data. Therefore, the Eligible Client hereby consents to CIMB IB's processing of the Eligible Client's personal data which the Eligible Client may provide to CIMB IB now and from time to time in connection with their applications or participation in the Campaign. The Eligible Client hereby confirms that the Eligible 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 Eligible Client agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.





18. The Qualified Participants agree and authorize CIMB to disclose the Qualified Participants' details (including but not limited to name, NRIC number, telephone number, address) to its agent who would then contact the Qualified Participants regarding the delivery of their Reward(s). The Qualified Participants shall be responsible to make the necessary arrangements with CIMB and/or its agent for the delivery and/or collection of the Reward(s). All taxes (including but not limited to service tax or GST), charges and incidental costs in this regard shall be borne by the Qualified Participants.

#### General

- 19. By signing the terms and conditions of the Campaign ("Terms and Conditions"), 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 Rewards to be given away and the determination of the Qualified Participants, is final, binding and conclusive. No correspondence, queries, appeals or protests will be entertained.
- 20. A hardcopy of the Terms and Conditions will be given to all Eligible Clients for execution.
- 21. Eligible Clients participation in this Campaign will only take effect on the date the Eligible Clients sign these Terms and Conditions.
- 22. CIMB reserves the right, without prior notice or assigning any reason whatsoever, to substitute any of the Reward(s) with other item(s) of the similar value. If applicable, the Reward(s) under the Campaign do not include any accessories of items shown in any advertisements and/or promotional materials which are for photography purposes only.
- 23. 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 Rewards. Further, no responsibilities are accepted for any additional expenses, omissions, delays, rerouting, or acts of any government or authority.
- 24. Although CIMB will endeavor to deliver the Rewards 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.
- 25. 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.
- 26. The Qualified Participants are responsible, if applicable, for additional documents and expenses arising from and/or in connection to the Reward(s) such as but not limited to passport, food and beverage, items and flight arrangement, travel visa, surcharge for public and school holidays, overweight luggage charges, additional flight tickets, change of flights, insurance etc.
- 27. The Qualified Participants will be required, if applicable, to sign to confirm their acceptance of conditions relating to accommodation and travel.
- 28. It is the responsibility of the Qualified Participants to obtain the necessary and required travel documents including Visa and additional tickets to travel and/or transit from the city of origin. No compensation will be given should the Qualified Participants fail to obtain such documents or miss their flight due to a late connecting flight regardless of any circumstances or any cancellations or delayed flights for any reason whatsoever.





- 29. All Qualified Participants hereby expressly consent to CIMB at its discretion publishing, displaying, identifying their names, photographs, addresses, NRIC numbers and other information for advertising and publicity purposes.
- 30. The Qualified Participants hereby agree that they will at CIMB's absolute discretion be required to attend and participate in reward-giving ceremony(ies) and/or other related events organised by CIMB (if any) and if any of the Qualified Participants fail to attend such ceremony(ies) and/or events, CIMB reserves the right to forfeit the Rewards.
- 31. 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.
- 32. 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.
- 33. These Terms & Conditions, as may be varied or amended from time to time pursuant to Clause 32, shall prevail over any provisions or representations contained in any other promotional materials advertising the Campaign.
- 34. 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.
- 35. All other terms and conditions applicable to general trading under i\*Trade@CIMB and/or the respective other account(s)' terms and conditions shall continue to apply. Nothing herein shall affect CIMB's general terms and conditions and/or the other respective account(s)' terms and conditions to which the Eligible Clients have agreed to in respect of their trading accounts held at CIMB IB and/or accounts held at CIMB Bank Berhad.
- 36. All applicable local laws and regulations apply to this Campaign.