

To: **CIMB Investment Bank Berhad\* (CIMB IB) / CIMB Berhad\*\* (CIMB Bank)**

Dear Sir / Madam,

**SHOPPING VOUCHER GIVE AWAY CAMPAIGN ("Campaign")**

**CAMPAIGN PERIOD: 23/09/2016 UNTIL 30/12/2016 (BOTH DATES INCLUSIVE)**

Name (as per NRIC/Passport): \_\_\_\_\_

NRIC/Passport No.: \_\_\_\_\_

Client Code: \_\_\_\_\_

Mobile Tel No. \_\_\_\_\_

Home Tel No. \_\_\_\_\_

Email Address: \_\_\_\_\_

☐ Yes, I would like to participate in the Shopping Voucher Give Away Campaign. I have read, understood and agreed to comply with the Terms & Conditions of the Campaign.

I made this solemn declaration conscientiously believing the same to be true.

*\* For Direct Trading Account, Securities Trading Account – Direct, Securities Trading Account – Nominee and Clicks Trader Account,, the contracting party shall be with CIMB IB*

*\*\* For Clicks Trader Plus Account and Share Margin Financing Account, the contracting party shall be with CIMB Bank*

Yours faithfully,

Witnessed by,

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Dealer's Representative / Authorised  
Officer of CIMB Group

Date:

Name:

Date:

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

(A Participating Organisation of Bursa Malaysia Securities Berhad)

17<sup>th</sup> Floor Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.

Telephone (603) 2261 8888 Facsimile (603) 2261 8889 [www.cimb.com](http://www.cimb.com)

**Campaign Terms & Conditions****Campaign Name**

Shopping Voucher Give Away Campaign

**Tagline**

Open a trading account with CIMB Investment Bank Berhad ("CIMB IB") and/or open a margin account and/or Clicks Trader Plus account with CIMB Bank Berhad ("CIMB Bank") (collectively CIMB IB and CIMB Bank shall be referred to as "CIMB") to be rewarded a shopping voucher worth up to RM 800 ("The Campaign") from 23<sup>rd</sup> September 2016 until 30<sup>th</sup> December 2016 both dates inclusive ("Campaign Period"). Terms & Conditions apply.

**Eligibility**

1. Subject always to the terms and conditions below, the Campaign is open to clients who apply for a new trading account and/or a margin account (including but not limited to Securitised Trading Account, Direct Trading Account, Clicks Trader Account, Clicks Trader Plus 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 foreign securities exchange that are recognized by Bursa 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:
  - a) Corporate clients
  - b) Private Banking clients;
  - c) IPO Financing Account;
  - d) ESOS Financing Account;
  - e) External Share Margin Financing Account; and
  - f) Others as may be determined by CIMB.
6. Clicks Trader Plus clients who have participated and/or are participating in the Preferred 10 Campaign organized by CIMB Bank Berhad are not eligible to participate in this Campaign.

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**Accumulated Gross Brokerage Requirements and Reward**

7. 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 – 1,499.99	Shopping voucher worth RM 100.00
1,500.00 – 1,999.99	Shopping voucher worth RM 300.00
2,000.00 – 3,499.99	Shopping voucher worth RM 500.00
3,500.00 and above	Shopping voucher worth RM 800.00

8. 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.
9. For purposes of this Campaign, "Accumulated Gross Brokerage Fee" shall mean the total gross brokerage generated in the Trading Account from online and offline trading on Bursa Securities and/or on foreign securities exchange that are recognized by Bursa Malaysia during the Campaign Period.
10. For avoidance of doubt, an Eligible Client will be entitled to a maximum of one (1) Reward, namely one (1) shopping voucher.
11. 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).
12. The Eligible Clients shall be responsible to pay any taxes (including but not limited to goods and services 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 taxes, incidental cost, charges and/or damage caused by any of the Reward and/or non-fulfilment by any of its agents/distributors.
13. The Reward is not exchangeable for cash or credit or kind whether in part or in full.
14. 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 herein.
15. CIMB bears no responsibility if the Reward is overdue or cancelled by the agent/distributor.
16. CIMB reserves the right, without prior notice or assigning any reason whatsoever, to substitute the Reward with other item(s) of the similar value. The Reward under the Campaign does not include any accessories of items shown in advertisements and/or promotional materials, which are for photography purposes only.

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17. 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, re-routing, or acts of any government or authority.
18. 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 there be any compensation payable for any such delays.

#### **Notification**

19. All Eligible Clients will be notified by telephone, email and/or mail.
20. CIMB has the sole discretion to fix the appointed date and time to make the telephone calls to the Eligible Clients.
21. CIMB will notify all Eligible Clients based on the information supplied by the Eligible Clients and maintained in CIMB's records.
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.
23. Pursuant to the requirements of the Personal Data Protection Act 2010, CIMB 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's processing of the Eligible Client's personal data which the Eligible Client may provide to CIMB 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 [www.itradecimb.com.my](http://www.itradecimb.com.my)) ("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.
24. The Eligible Clients agree and authorize CIMB to disclose the Eligible Clients' 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 agent/distributor for the delivery and/or collection of the Reward. All taxes (including but not limited to service tax or GST), charges and incidental costs in this regards shall be borne by the Eligible Clients.

#### **General**

25. The Terms and Conditions are set out on **i\*Trade@CIMB** website ([www.itradecimb.com.my](http://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.
26. 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.

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27. CIMB reserves the right to extend, modify, shorten, discontinue, cancel, terminate or suspend the Campaign by giving prior notice 21 calendar days notice to the Eligible Clients. For avoidance of doubt, any extension, modification, discontinuation, 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.
28. CIMB reserves the right by giving prior notice of 21 days calendar days to the Eligible Clients, 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. No compensation in cash or any kind shall be given to the Eligible Clients for any losses or damages suffered or incurred by the Eligible Clients as a direct or an indirect result of such amendment, variation, deletion, addition or alteration of the Terms and Conditions herein unless the same is due to gross negligent or willful default of CIMB.
29. These Terms & Conditions, as may be varied or amended from time to time pursuant to Clause 28, shall prevail over any provisions or representations contained in any other promotional materials advertising the Campaign.
30. 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.
31. All other terms and conditions applicable to general trading in Trading Account 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.
32. If there is any inconsistency (ies), conflict(s), ambiguity(ies) or discrepancy(ies) between the Bahasa Malaysia and English version or other language version of these Terms and Conditions herein, the English version of the Terms and Conditions herein shall prevail. Notwithstanding the abovementioned, where request is made by the Eligible Clients and noted and acknowledged by CIMB in its records that the Bahasa Malaysia version of the terms and conditions shall govern the operation of the Promotion, then the Bahasa Malaysia version of the Terms and Conditions shall prevail.
33. The Terms and Conditions as set out above shall be governed by the laws of Malaysia.
34. In the event of any complaints related to the Campaign, the Eligible Clients may contact CIMB's Customer Resolution Department bearing the address, telephone, facsimile numbers and email address (or bearing such other address, telephone, facsimile number and e-mail address which CIMB may change by notification to the Eligible Client):

Customer Resolution Unit  
Level 19, Menara Bumiputra-Commerce  
11, Jalan Raja Laut, 50350 Kuala Lumpur  
Call Centre No.: 1300 880 900  
Fax No.: 03-2691 3248  
E-mail address: [cru@cimb.com](mailto:cru@cimb.com)

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