

To: CGS-CIMB Securities Sdn. Bhd. (formerly known as Jupiter Securities Sdn. Bhd.) and CGS-CIMB Futures Sdn. Bhd.

Dear Sirs:				
BIG REWARD CAMPAIGN 3.0 ("Campaign")				
Name (as per NRIC/Passport):				
Trading Account No. (S).				
Yes, I would like to participate in the BIG agreed to comply with the Terms & Condi	G Reward Campaign 3.0. I have read, understood and tions of the Campaign.			
Yours faithfully,	Witnessed by,			
Signature of Participant	Signature of Dealer's Representative / Trading			
Date:	Representative / Marketing Representative Name: Date:			
For Office Use Only				
Checked by:				
Date:				



# Terms and Conditions of BIG Reward Campaign ("Terms & Conditions")

#### **Campaign Name**

BIG Reward Campaign 3.0

## **Tagline**

The Reward Just Got BETTER with CGS-CIMB iTrade!

### Campaign period

The BIG Reward Campaign 3.0 ("Campaign") will commence on 1st April 2019 and ends on 31st December 2019, both dates inclusive ("Campaign Period").

CGS-CIMB reserves the right, upon giving adequate prior notice of twenty-one (21) calendar days, to change the duration and/or commencement and/or expiry dates of the Campaign Period.

# **Eligibility**

- 1. Subject always to the terms and conditions contained herein, the Campaign is open to new and existing clients of CGS-CIMB Securities Sdn.Bhd. and / or CGS-CIMB Futures Sdn.Bhd. ("collectively known as "CGS-CIMB") ("Eligible Participants") who:
  - (a) Trade online and/or offline in the securities listed on Bursa Malaysia Securities Berhad ("BMSB"), Bursa Malaysia Derivatives Berhad ("BMDB") and / or foreign stock exchanges recognised by BMSB; AND
  - (b) Have signed up to receive contract statements via email ("E-Contract Note"); AND
  - (c) Requested for payment of sales proceeds via Auto Trust (i.e. sales proceeds are credited directly into client's trust account maintained with CGS-CIMB, as the case may be) or EDI (i.e. sales proceeds are credited directly into client's personal current or savings account with any banks).
- 2. The following persons are NOT eligible to participate in the Campaign:
  - a) Institutional and Corporate clients;
  - b) Private Banking clients of CIMB Investment Bank Berhad that trades with CGS-CIMB;
  - c) Existing or new accounts (margin / non-margin) opened for IPO / ESOS subscriptions, including placement of shares:
  - d) Clients who have a share margin financing account with external financier but trade via CGS-CIMB (External SMF);
  - e) Individuals below the age of 18 years as of 1 April 2019; and
  - f) Others as may be determined by CGS-CIMB.

### The Campaign

3. Should the Eligible Participants have more than one (1) trading account maintained with CGS-CIMB (e.g. ST Direct, ST Nominees, Share Margin Financing, Futures Trading, Clicks Trader, etc), then all the accumulated gross brokerage (as the case may be) generated through such accounts with CGS-CIMB will be consolidated and taken into account as one (1) trading account for eligibility of the Reward (defined below).

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- 4. Additionally: -
  - (a) Eligible Participants shall, within the Campaign Period, submit the duly completed <u>BIG Reward Campaign 3.0 Form ("Campaign Form")</u> to participate in this Campaign;
  - (b) Participation in the Campaign will take effect on the date either: -
    - (i) the completed Campaign Form together with the Terms and Conditions is submitted to CGS-CIMB; or
    - (ii) by logging in to CGS-CIMB iTrade trading platform by completing and accepting the Campaign Form together with the Terms and Conditions; and
  - (c) Campaign Form must be current dated as at the date of submission.

Notwithstanding the above, CGS-CIMB reserves the absolute right to reject the Eligible Participant's participation in the Campaign for any reason whatsoever.

5. Eligible Participants who have met the Qualifying Criteria below ("Qualified Participants") within the Campaign Period will be rewarded with attractive prizes ("Reward") based on the different tiers as set out below: -

Accumulated Gross Brokerage (RM)	Reward
5,000-9,999.99	Starbucks card(s) worth RM100.00
10,000 – 24,999.99	Nando's / Old Town Dining voucher worth RM300.00
25,000-49,999.99	Shopping voucher(s) worth RM1,000.00
50,000-79,999.99	Shopping voucher(s) worth RM2,500.00
80,000-109,999.99	Shopping voucher(s) worth RM4,000.00
110,000-149,999.99	Petrol card(s) worth RM8,000.00
150,000-249,999.99	Tomei Gold & Jewellery voucher(s) worth RM12,000.00
250,000-399,999.99	Rolex voucher(s) worth RM23,000.00
400,000 and above	Rolex voucher(s) worth RM35,000.00

6. For avoidance of doubt, the Qualified Participant shall only be allowed to claim the Reward within the tier of the Accumulated Gross Brokerage earned as set out above. Any request to swap or substitute the Qualified Participant's Reward to that of another tier shall not be entertained by CGS-CIMB.

For example:

Mr. A achieved an accumulated gross brokerage of RM120,000.00 and is entitled to petrol card worth RM8,000.00. Mr. A is not allowed to change the petrol card to shopping voucher or any rewards from other tiers.

- 7. The Reward and its value stated herein are valid at the time of printing. Images of the Reward shown in any marketing and advertisement collateral are only for visual purpose and colours/models/specifications may vary from the actual Reward received. The Qualified Participants 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, all upgrades and alterations, any other third party costs (commission, ownership transfer, tax, etc).
- 8. Qualified Participants shall be responsible to pay any taxes payable, incidental cost and/or any other charges relating to any of the Reward unless stated otherwise. CGS-CIMB shall not be held liable for any taxes (including but not limited to Sales Tax and Service Tax ("SST"), incidental cost, charges and/or damage caused by any of the Reward and/or non-fulfillment by any of its agents/distributors.

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- 9. The Reward is not transferable or exchangeable for cash or credit or in kind whether in part or in full.
- 10. The Reward may carry their own terms and conditions and these terms and conditions shall be applicable in addition to the terms and conditions contained within. CGS-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 any advertisements and/or promotional materials which are for photography purposes only.
- 11. All Qualified Participants of BIG Reward Campaign 3.0 will be notified by telephone or mail.
- 12. The Qualified Participants hereby expressly consent to their names and/or last 4 digits of their NRICs being posted on CGS-CIMB's website via <a href="https://www.cgs-cimb.com.my">www.cgs-cimb.com.my</a>
- 13. CGS-CIMB will notify all Qualified Participants based on the information supplied by the Qualified Participants and maintained in CGS-CIMB 's records. Pursuant to the requirements of the Personal Data Protection Act 2010, CGS-CIMB is required to obtain the Eligible Participant's consent for the processing of the Eligible Participant's personal data. Therefore, the Eligible Participant hereby consents to CGS-CIMB's processing of the Eligible Participant's personal data which the Eligible Participant may provide to CGS-CIMB now and from time to time in connection with their applications or participation in the Campaign. The Eligible Participant hereby confirms that he/she has read, understood and agrees to be bound by the CGS-CIMB Privacy Notice (which is available at <a href="www.cgs-cimb.com.my">www.cgs-cimb.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 Participant agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
- 14. The Qualified Participants agree and authorize CGS-CIMB to forward Qualified Participants' details (including but not limited to name, NRIC number, telephone number, address) to the distributor/ agent who would then contact the Qualified Participants regarding the delivery of their Reward. The Qualified Participants shall be responsible to make the necessary arrangements with CGS-CIMB and / or its distributor/agent for the delivery and/or collection of their Reward. All taxes, charges and incidental costs in this regards shall be borne by the Qualified Participants.
- 15. The Reward will be delivered from 1st April 2020 onwards.
- 16. The Qualified Participants of the BIG Reward Campaign 3.0 hereby agree that in the event that they are not contactable, CGS-CIMB reserves the right to forfeit the Reward.
- 17. Although CGS-CIMB will endeavor to deliver the Reward promptly, this is subject to availability and accordingly, CGS-CIMB shall not be responsible for any delay nor will there be any compensation payable for any such delays. CGS-CIMB further bears no responsibility if the Reward is overdue or cancelled by the agent/distributor.

#### **General**

- 18. By submitting the Campaign Form (whether by way of submission of physical form or by electronic means) and by participating in the Campaign, all Eligible Participants are deemed to have read, understood and agreed to be bound by these Terms & Conditions and agreed that any decisions of CGS-CIMB in relation to every aspect of the Campaign, including the Reward to be given away and the determination of Qualified Participants, is final, binding and conclusive.
- 19. These Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Campaign in the event of any conflict in terms.

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- 20. CGS-CIMB reserves the right, upon giving adequate notice of twenty-one (21) calendar days, to substitute any of the Reward with other item(s) of the similar value. The Reward under the Campaign does not include any accessories of items shown in any advertisements and/or promotional materials which are for photography purposes only.
- 21. To the fullest extent permitted by law, CGS-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.
- 22. CGS-CIMB shall not be liable (to the extent permitted in law) 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 CGS-CIMB has been advised of the possibility of such damages in advance save and except the same is due to the gross negligent or willful default of CGS-CIMB.
- 23. CGS-CIMB reserves the right to extend, modify, shorten, discontinue, cancel, terminate or suspend the Campaign by giving prior notice of twenty-one (21) calendar days. For avoidance of doubt, extension, modification, discontinuation, cancellation, termination or suspension of the Campaign shall not entitle any of the Eligible Participants to any claim for compensation against CGS-CIMB or any losses or damages suffered or incurred by the Eligible Participants as a direct or indirect result of the act of extension, modification, discontinuation, cancellation, termination or suspension.
- 24. CGS-CIMB reserves the right, by giving prior notice of twenty-one (21) calendar days, 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 CGS-CIMB's absolute discretion through any one of the following means of communication, namely, by ordinary mail to the Eligible Participants' last known address or via CGS-CIMB's website and the Amendment shall be binding on the Eligible Participants as from the date of notification of the Amendment or from such other date as may be specified by CGS-CIMB. No compensation in cash or any kind shall be given to the Eligible Participants for any losses or damages suffered or incurred by the Eligible Participants 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 CGS-CIMB.
- 25. These Terms & Conditions, as may be varied or amended from time to time pursuant to Clause 24, shall prevail over any provisions or representations contained in any other promotional materials advertising the Campaign.
- 26. 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 Eligible Participants are advised to make their own independent evaluation and to consult their professional advisers before undertaking any transaction.
- 27. Eligible Participants hereby agree that CGS-CIMB may assign or transfer all or any of its rights, title, interest and obligations under the Terms and Conditions herein to any person at CGS-CIMB's absolute discretion and without the need of any further consent or agreement on part of the Eligible Participant.
- 28. All other terms and conditions applicable to general trading under CGS-CIMB iTrade and/or the respective other account(s)' terms and conditions shall continue to apply. Nothing herein shall affect CGS-CIMB's general terms and conditions and/or the other respective account(s)' terms and conditions to which the Eligible Participants have agreed to in respect of their trading accounts.

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- 29. 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 Participants and noted and acknowledged by CGS-CIMB in its records that the Bahasa Malaysia version of the terms and conditions shall govern the operation of the Campaign, then the Bahasa Malaysia version of the Terms and Conditions shall prevail.
- 30. All applicable local laws and regulations apply to this Campaign.

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