



To: CIMB Investment Bank Berhad ("CIMB")

Dear Sir / Madam:

SPECTACULAR CROSS BORDER TRADING CAMPAIGN ("Campaign")

Yes, I would like to participate in the Spectacular Cross Border Trading 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.

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) 17th Floor Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur Malaysia Telephone **(603) 2261 8888** Facsimile **(603) 2261 8889** <u>www.cimb.com</u>





Terms and Conditions of CIMB Investment Bank Berhad's Spectacular Cross Border Trading Campaign ("Terms & Conditions")

Campaign Name

Spectacular Cross Border Trading Campaign

<u>Tagline</u>

Trade in foreign stock exchanges recognised by Bursa Malaysia with Retail Equities, CIMB Investment Bank Berhad ("CIMB IB") and stand a chance to win a spectacular trip to cities that never sleep from 1 April 2015 to 31 July 2015! Terms & Conditions apply.

Campaign Period

1. The Campaign is organised by CIMB IB and will run from 1 April 2015 to 31 July 2015, both dates inclusive ("Campaign Period").

Eligibility

- 2. The Campaign is open to new and existing CIMB IB and/or CIMB Bank Berhad individual clients who trade online or offline in foreign stock exchanges via the Non-Ringgit Securities Equity Trading Facilities and has a:
 - a) Clicks Trader Plus Account;
 - b) Share Margin Financing Account; and/or
 - c) Securitised Trading Account; and/or
 - d) Direct Trading Account;

(collectively referred to as "Eligible Clients")

- 3. The following shall NOT be eligible to participate in the Campaign:
 - a) Clients of CIMB IB who trade via Clicks Trader;
 - b) Islamic stockbroking clients;
 - c) Corporate clients;
 - d) Institutional clients;
 - e) Private Banking clients;
 - f) Permanent and/or contract employees of CIMB IB (including its subsidiaries and/or related companies) and/or their immediate family members (i.e. spouse, children, parents, brothers and sisters);
 - g) Representatives and/or agents (including advertising & promotion agents and technology vendors) of CIMB IB (including its subsidiaries and/or related companies) and their immediate family members (i.e. spouse, children, parents, brothers and sisters); or
 - h) Others as may be determined by CIMB IB.
- 4. Eligible Clients will have to fill up the Campaign Participation Form to participate in this Campaign.

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The Campaign

5. During the Campaign Period, each Contract shall entitle an Eligible Client to one (1) entry in the Campaign. If the total number of Contracts within a day is three (3) or above, the number of entries in the Campaign that an Eligible Client is entitled to, will be doubled. For the purposes of this Campaign, "Contract" shall mean foreign share trade transaction by an Eligible Client, as evidenced by the Contract Statement- Tax Invoice. For the avoidance of doubt, foreign share trades which are consolidated into one (1) Contract will be deemed as one (1) entry in the Campaign.

For example:

Daily No of Contract(s)	No. of Entitled Entry(ies)
1	1 entry
3	6 entries (Double entries)
6	12 entries (Double entries)

- 6. There is no maximum number of entries an Eligible Client is entitled.
- 7. Should the Eligible Clients have more than one (1) trading account trading in foreign stock exchanges maintained with CIMB IB (e.g. ST Direct, ST Nominees, etc), then (as the case may be) all the number of Contracts from such accounts with CIMB IB will be taken into account for eligibility of the Prizes.
- 8. The number of entitled entries will only be counted if the Contract is generated during the Campaign Period.
- 9. Three (3) potential winners will be selected within one (1) month after the end of the Campaign Period via an automated selection system ("Potential Winners").
- 10. The Potential Winners will be required to answer questions relating to the stock market and CIMB correctly via telephone before being selected as a winner ("Winner").
- 11. Each Winner will be rewarded with one (1) Prize only.
- 12. Regardless of the number of campaign(s) (including this Campaign) launched by CIMB IB, Retail Deposit-CIMB Bank and/or Retail Lending-CIMB Bank participated by the Eligible Participants during the Campaign Period, he/she may choose only (1) reward for which he/she is qualified.
- 13. Regardless of the number of campaign(s) (including this Campaign) launched by CIMB IB, Retail Deposit-CIMB Bank and/or Retail Lending-CIMB Bank participated by the Eligible Participants from 1st April 2015 to 31 May 2015, he/she may choose only (1) reward for which he/she is qualified.

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Prizes:

Prizes	Value (RM)
First Prize: Travel Warrant to Las Vegas	RM7,000
Second Prize: Travel Warrant to Macau	RM4,500
Third Prize: Travel Warrant to Singapore	RM3,500

- 14. All prices and values stated here are correct at the time of printing. Prize images shown in any marketing and advertisement collateral are for visual purposes only and colours may vary from actual prize received. The Winners shall be responsible for any costs whatsoever incurred in connection with the Prizes, 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).
- 15. The Winners 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 Prizes unless stated otherwise. CIMB shall not be held liable for any taxes (including but not limited to service tax or goods and services tax ("GST"), incidental cost, charges and/or damage caused by any of the Prizes and/or non-fulfilment by any of its agents/distributors.
- 16. Prizes are not transferable.
- 17. Prizes are not exchangeable for cash or credit or kind whether in part or in full.
- 18. Prizes 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

- 19. All Potential Winners and the Winners of the Campaign will be notified by telephone and/or mail.
- 20. CIMB has the sole discretion to fix the appointed date and time to make the telephone calls to the Potential Winners and Winners.
- 21. CIMB will notify all Potential Winners and Winners based on the information supplied by the Potential Winners and Winners and maintained in CIMB IB and/or CIMB Bank Berhad's records.
- 22. The Potential Winners and Winners of the Campaign hereby agree that in the event that they are not contactable, CIMB reserves the right to forfeit the Prizes and/or select another Potential Winner and Winner.
- 23. 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 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.

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

<u>General</u>

- 25. 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 Prizes to be given away and the determination of the Potential Winners and Winners, is final, binding and conclusive. No correspondence, queries, appeals or protests will be entertained.
- 26. A hardcopy of the Terms and Conditions will be given to all Eligible Clients for execution.
- 27. Eligible Clients participation in this Campaign will only take effect on the date the Eligible Clients sign these Terms and Conditions.
- 28. CIMB reserves the right, without prior notice or assigning any reason whatsoever, to substitute any of the Prizes with other item(s) of the similar value. The Prizes under the Campaign do not include any accessories of items shown in any advertisements and/or promotional materials which are for photography purposes only.
- 29. 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 Prizes. Further, no responsibilities are accepted for any additional expenses, omissions, delays, re-routing, or acts of any government or authority.
- 30. 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.
- 31. 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.
- 32. Winners are responsible, if applicable, for additional documents and expenses needed for the trip such as but not limited to passport, food and beverage, items and flight arrangement not specified in the travel package program, travel visa, surcharge for public and school holidays, overweight luggage charges, additional flight tickets, change of flights, insurance etc.
- 33. Winners of the prizes will be required, if applicable, to sign to confirm their acceptance of conditions relating to accommodation and travel.
- 34. It is the responsibility of the Winner 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 winner fail to obtain such documents or miss their flight due to a late connecting flight regardless of any circumstances.

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- 35. All Winners 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.
- 36. The Winners hereby agree that they will at CIMB's absolute discretion be required to attend and participate in prize-giving ceremony(ies) and/or other related events organised by CIMB (if any) and if any of the Winners fail to attend such ceremony(ies) and/or events, CIMB reserves the right to forfeit the Prizes and/or select another winner.
- 37. 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.
- 38. 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.
- 39. These Terms & Conditions, as may be varied or amended from time to time pursuant to Clause 38, shall prevail over any provisions or representations contained in any other promotional materials advertising the Campaign.
- 40. 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.
- 41. All applicable local laws and regulation apply to this Campaign.