

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

Campaign code: <b>BBB</b>
Event Code: ISWBIZ

Dear Sir / Madam,

**Bye Buy Brokerage, Hello Shopping Vouchers (the "Promotion")**

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

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

Contact No.: \_\_\_\_\_

Yes. I would like to participate in the Promotion. I have read, understood and agreed to comply with the Terms & Conditions of the Promotion.

Yours faithfully,

Witnessed by,

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

\_\_\_\_\_  
Signature of Dealer's Representative / Trading Representative / Marketing Representative

Date:

Name:

Date:

For Office Use Only	
BBB	<input type="checkbox"/>
Checked by:	_____
Date:	_____

## Terms and Conditions of Bye Buy Brokerage, Hello Shopping Vouchers

### Tagline

Bye Buy Brokerage, Hello Shopping Vouchers.

### About

**Bye Buy Brokerage, Hello Shopping Vouchers** (the "Promotion") is a promotional campaign for clients who trade through our Islamic Stock Broking Window ("ISW") on CGS-CIMB iTrade. The promotions are as follows:

1. One (1) month zero BUY brokerage for any online purchase of securities on Bursa Malaysia Securities Berhad ("Bursa Malaysia"); and
2. Receive shopping vouchers when client perform transactions on foreign exchanges ("Cross Border Trade" or "CBT") . It is your duty to ensure that you use of the shopping vouchers to purchase shariah compliant merchandise.

The terms and conditions of the Promotion is as set out below.

### Promotion Period

The Promotion commence on 23 April 2020 and end on 31 October 2020, both dates inclusive ("Promotion Period").

### Eligibility

1. Subject to the terms and conditions contained herein, the Promotion is open to:
  - i. clients who open a new CGS-CIMB iTrade ISW account ("Account") with CGS-CIMB during the Promotion Period;
  - ii. existing ISW clients; or
  - iii. existing clients who has a conventional trading account with CGS-CIMB and wishes to convert his/her conventional trading account to an ISW Account during the Promotion Period;

(each an Eligible Client and together, the "Eligible Clients").

2. Institutional, Corporate and Private Banking clients of CIMB Investment Bank Berhad are Not eligible to participate in this Promotion.
3. Notwithstanding the above, CGS-CIMB has full discretion to determine who shall be eligible to participate in the Promotion.

### Mechanics

#### 1. Bye Buy Brokerage

- i. The Zero BUY Brokerage (defined below) will take effect on the date of the Eligible Client's **1<sup>st</sup> online** purchase of securities on Bursa Malaysia via the Eligible Client's Account ("Online Bursa BUY Trade") ("Effective Date") and shall be applicable for 30 calendar days from the Effective Date ("Effective Period").
- ii. No brokerage charges shall be accorded for Online Bursa BUY Trades via the Eligible Client's Account during the Effective Period ("Zero BUY Brokerage").

- iii. Eligible Clients must make their 1<sup>st</sup> Online Bursa BUY Trade during the Promotion Period or such other time as determined by CGS-CIMB, in order to qualify for the Zero BUY Brokerage.

For example:

Date of Account opened	Transaction date of 1 <sup>st</sup> Online Bursa BUY Trade	Effective Period
15 April 2020 (new ISW Account)	1 May 2020	1 May 2020 to 30 May 2020
15 April 2019 (an existing ISW Account)	1 October 2020	1 October 2020 to 30 October 2020

- iv. For avoidance of doubt, the Zero BUY Brokerage shall only apply to **Online Bursa BUY Trades**, including the online purchase transactions of securities on Bursa Malaysia in Day Trade Facility. "Day Trade Facility" shall mean trading of a particular securities, where the outstanding purchase positions are settled against the sale positions of the same securities and where the purchase and sale transactions are transacted on the same date.
- v. Notwithstanding the above, the following transaction costs (including sales and services tax, where applicable) shall be charged and borne by the Eligible Clients during the Effective Period for trades transacted on Bursa Malaysia using their Account: -
- Brokerage charges for selling of securities;
  - Clearing fee;
  - Stamp duty; and
  - Such other charges as may be determined by CGS-CIMB.

## 2. Hello Shopping Vouchers ("Reward")

- The Hello Shopping Vouchers promotion will take effect from 23 April 2020 to 31 October 2020 (both dates inclusive), applicable to ISW client on CBT only.
- Every RM 400 gross brokerage ("GB") generated by an ISW Client on CBT during the Promotion Period will be entitled you to a RM40 shopping vouchers, capped at a maximum RM1000 of shopping vouchers per Account.

### Calculation of Shopping Vouchers for GB during the Promotion Period

<u>Gross Brokerage generated during the Promotion Period</u>	<u>Shopping Vouchers entitlement</u>
RM 400 GB generated	$RM400 \div RM400 = 1$ 1 piece x RM40 shopping vouchers = RM40
RM 1000 GB generated	$RM1000 \div RM400 = 2.5$ Round down to 2 pieces x RM40 shopping vouchers = RM80
RM 1200 GB generated	$RM1200 \div RM400 = 3$ 3 pieces x RM40 shopping vouchers = RM120

RM 7500 GB generated	$RM7500 \div RM400 = 18.75$ pieces <u>Round down to 18 pieces x RM40 shopping vouchers = RM720</u>
RM 12000 GB generated	$RM12000 \div RM400 = 30$ pieces <u>*The Client may only obtain up to maximum of 25 pieces of RM40 shopping vouchers (RM1,000 max)</u>

iii). The Reward will be delivered from 15 December 2020 onwards.

### **General Terms & Conditions**

1. The Terms and Conditions are set out herein shall be signed by the participant. By participating in the Promotion, all Eligible Clients 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 Promotion, 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.
2. 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 Reward's merchant's office location, any other third party costs (commission, ownership transfer, etc).
  - i. The Eligible Clients shall be responsible to pay any taxes including sales & services tax, 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 tax, incidental cost, charges and/or damage caused by any of the Reward and/or non-fulfilment 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 from the Reward's merchant and these terms and conditions shall be applicable in addition to the terms and conditions contained within.
3. By participating in the Promotion, the Clients agree to be bound by the Terms and Conditions herein and also the Terms and Conditions governing the respective Account.
4. 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.
5. 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, re-routing, or acts of any government or authority.
6. Although CGS-CIMB will endeavour to deliver the Reward promptly, this is subject to availability and accordingly, CGS-CIMB shall not be responsible for any delay nor will be there any compensation payable for any such delays.

7. In no event will CGS-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 Promotion, even if CGS-CIMB has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
8. CGS-CIMB reserves the right to extend, modify, shorten, discontinue, cancel, terminate or suspend the Promotion with or without any prior notice. For avoidance of doubt, any extension, modification, discontinuation, cancellation, termination or suspension of the Promotion shall not entitle any of the Eligible Clients to any claim for compensation against CGS-CIMB or any losses or damages suffered or incurred by the Eligible Clients as a direct or indirect result of the act of extension, modification, discontinuation, cancellation, termination or suspension.
9. CGS-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 CGS-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 via CGS-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 CGS-CIMB.
10. These Terms & Conditions, as may be varied or amended from time to time pursuant to Clause 9, shall prevail over any provisions or representations contained in any other promotional materials advertising the Promotion.
11. None of the Promotion 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.
12. All other terms and conditions applicable to general trading in Account 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 Clients have agreed to.
13. CGS-CIMB will notify all Eligible Clients based on the information supplied by the Eligible Clients and maintained in CGS-CIMB’s records. Pursuant to the requirements the Personal Data Protection Act 2010, CGS-CIMB is required to obtain Client’s consent for the processing of Client’s personal data. Therefore, the Client hereby consents to CGS-CIMB’s processing of the Client’s personal data which the Client may provide to CGS-CIMB now and from time to time in connection with their applications or participation in the Promotion. The Client hereby confirms that the Client has read, understood and agrees to be bound by the CGS-CIMB Group Privacy Notice (which is available at [www.cgs-cimb.com.my/www.itradecimb.com.my](http://www.cgs-cimb.com.my/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 Client agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
14. The Eligible Clients agree and authorize CGS-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 CGS-CIMB and/or its distributor/agent for the delivery and/or collection of the Reward. All taxes, charges and incidental costs in this regard shall be borne by the Eligible Clients.

15. The Eligible Clients hereby agree that in the event that they are not contactable, CGS-CIMB reserves the right to forfeit the Reward without any prior notice.
16. The Terms and Conditions as set out above shall be governed by the laws of Malaysia. The Client agrees to submit to the exclusive jurisdiction of the Courts of Malaysia, but CGS-CIMB will be at liberty to proceed against the Client in any court in any jurisdiction.

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