

**Terms and Conditions of FM70 Campaign (“Terms & Conditions”)**

**Campaign Name**

Mini FTSE Bursa Malaysia Mid 70 Index Futures (FM70) Campaign

**Campaign Period**

The Mini FTSE Bursa Malaysia Mid 70 Index Futures (“FM70”) Campaign (“**Campaign**”) will commence on 13<sup>th</sup> May 2019 and ends on 31<sup>st</sup> December 2019, both dates inclusive (“**Campaign Period**”).

CGS-CIMB Futures Sdn Bhd (“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:-
  - a) all existing CGS-CIMB retail clients who conduct online and/or call-in trades in his/her futures trading account(s) during the Campaign Period; and
  - b) all new CGS-CIMB retail clients who open a futures trading account and conduct online and/or call-in trades during the Campaign Period, (collectively, “**Eligible Participants**”)

The following persons are NOT eligible to participate in the Campaign:

- a) Institutional and corporate clients;
- b) Individuals below the age of 18 years as of 13 May 2019; and
- c) Others as may be determined by CGS-CIMB.

**The Campaign**

2. Eligible Participants will be registered for the Campaign automatically when they trade online and/or call-in to trade.
3. Eligible Participants are required to trade a minimum of 500 contracts of FM70 during the Campaign Period to be entitled to win the prizes.
4. Only FM70 contracts will be taken into account for purposes of computing the trading volume calculation in this Campaign.
5. Top twenty (20) Eligible Participants who have met the minimum required contracts with the highest trading volume (“**Qualified Participants**”) within the Campaign Period will be rewarded with attractive prizes (“**Reward**”) as set out below.

<b>1st Prize</b>	<b>Club Med voucher worth RM5,000</b>
<b>2nd Prize</b>	<b>Petrol card worth RM3,000</b>
<b>3rd Prize</b>	<b>Petrol card worth RM2,000</b>
<b>4th Prize</b>	<b>Shopping voucher worth RM1,500</b>
<b>5th Prize</b>	<b>Shopping voucher worth RM1,000</b>
<b>Consolation Prize x 15</b>	<b>Enjoy free brokerage for FM70 contracts worth RM500 for the month of February 2020 (“<b>Brokerage Rebates</b>”)</b>

6. For avoidance of doubt, Brokerage Rebates exclude clearing fees and exchange levies.

7. All Brokerage Rebates must be utilised/claimed within the month of February 2020, failing which such Brokerage Rebate will be forfeited.
8. Each Qualified Participant is entitled to win only one (1) Reward.
9. 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).
10. 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
11. The Reward is not transferable or exchangeable for cash or credit or in kind whether in part or in full.
12. 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.
13. All Qualified Participants will be notified by telephone or email.
14. 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 [www.cgs-cimb.com.my](http://www.cgs-cimb.com.my).
15. 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 Group Privacy Notice (which is available at [www.cgs-cimb.com.my](http://www.cgs-cimb.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 Participant agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
16. 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.
17. The Reward will be delivered from 1<sup>st</sup> April 2020 onwards.
18. The Qualified Participants hereby agree that in the event that they are not contactable, CGS-CIMB reserves the right to forfeit the Reward.
19. 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 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

20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. These Terms & Conditions, as may be varied or amended from time to time pursuant to Clause 26, shall prevail over any provisions or representations contained in any other promotional materials advertising the Campaign.
28. 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.
29. 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.

30. 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.
31. 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.
32. All applicable local laws and regulations apply to this Campaign.