

Terms and Conditions

Campaign Name

iTrade & Boost Up 2021!

Campaign Period

The CGS-CIMB Securities Sdn. Bhd. ("**CGS-CIMB**") *iTrade & Boost Up 2021!* (the "**Campaign**") will commence from 15 November 2021 until 15 January 2022, both dates inclusive ("**Campaign Period**").

Eligibility

1. The Campaign is open to new CGS-CIMB's clients who successfully apply for the following types of Conventional or Islamic trading accounts:

- (i) Trade Beyond Securitised Trading Account – Direct ("**Trade Beyond Account**"); and/or
- (ii) Margin Lite Trading Account ("**Margin Lite Account**"); collectively known as "**Accounts**"

with CGS-CIMB by:

- (a) clicking on the promotion link provided in the Boost e-Wallet via the Boost mobile application or using the website link: <https://www.cgs-cimb.com.my/en/applyonlinenow.jsp>, which will lead the participants to the application form for the opening of the Accounts ("**Account Opening Form**");
- (b) entering the campaign code "CGSCIMB2021" in the Account Opening Form; and
- (c) submitting the completed Account Opening Form during the Campaign Period.

The completion of steps (a), (b) and (c) will be deemed an "**Successful Applications**".

Each client who successfully completes and submits his/her Account Opening Form in accordance with the requirements set out in this paragraph shall be deemed as an "**Eligible Participant**" and together, the "**Eligible Participants**".

2. For the avoidance of doubt, the following persons or accounts are NOT eligible to participate in the Campaign:
- a) Existing clients of CGS-CIMB who already have an existing CGS-CIMB account(s); and/or
 - b) Institutional and Corporate clients of CGS-CIMB and Private Banking clients of CIMB Investment Bank Berhad.
3. Notwithstanding the above, CGS-CIMB has the full discretion to determine who shall be eligible to participate in the Campaign.
4. By opening Account(s) through the Campaign, Eligible Participants will not be disqualified from participating in any other campaigns, promotions or contests organised by CGS-CIMB that he or she is eligible to participate.

Campaign Mechanics

5. Eligible Participants who meet the requirements within the timeline as set out in the table below (“**Qualified Participants**”) will be rewarded with Boost Loyalty Programme Points (“**Boost Stars**”) based on the different phases set out below:-

Phases	Requirements	Reward	Trade Beyond Account	Margin Lite Account
			Requirements to be performed by	
1	The Account(s) is successfully opened. (“ Successful Account Opening ”)	4,000 Boost Stars	two (2) months from the last day of the month of the submission of Successful Applications.	three (3) months from the last day of the month of the submission of Successful Applications.
2	The Accounts(s) has performed at least one (1) trade. (“ Successful Account Activation ”)	4,084 Boost Stars		

6. The Qualified Participants shall only be eligible to receive the Boost Stars based on the requirements set out in Clause 5.

For example:

Example 1: Trade Beyond Account

Mr. S had submitted a Successful Applications for the Trade Beyond Account on 15 November 2021 which is within the Campaign Period, thereafter he has performed the requirements in the following manner:

Phases	Requirements	Mr. S performed the Requirement on	Reward entitled
1	Successful Account Opening	20 December 2021	4,000 Boost Stars
2	Successful Account Activation	20 January 2022	4,084 Boost Stars

The total amount of Boost Stars entitled by Mr. S throughout the Campaign shall be **8,084 Boost Stars**.

Example 2: Margin Lite Account

Mrs. T had submitted a Successful Applications of Margin Lite Account on 15 November 2021 which is within the Campaign Period, thereafter she has performed the requirements in the following manner:

Phases	Requirements	Mrs. T performed the requirements on	Reward entitled
1	Successful Account Opening	5 January 2021	4,000 Boost Stars
2	Successful Account Activation	10 April 2022	Not entitled to Boost Stars in Phase 2 as she has not fulfilled the requirements within three (3) months from the last day of the month of submission of Successful Applications.

The total amount of Boost Stars entitled by Mrs. T throughout the Campaign shall be **4,000 Boost Stars**.

7. A Qualified Participant is only allowed to have a maximum of one (1) Account each for the two Accounts available.

8. For the avoidance of doubt, the Qualified Participants who have Successful Account Opening for a Trade Beyond Account and a Margin Lite Account are entitled to receive the Boost Stars reward for both Accounts. Thereafter, if the Qualified Participants meet the Successful Account Activation requirements for the Accounts opened, they will also be entitled to Boost Stars reward for successful account activation of both Accounts.

For example:

Mr. Z had submitted a Successful Application for both the Trade Beyond Account & Margin Lite Account on 15 November 2021 which is within the Campaign Period, thereafter he has performed the requirements in the following manner:

Phases	Account Type	Requirements	Mr. Z performed the Requirement on	Reward entitled
1	Trade Beyond	Successful Account Opening	20 December 2021	4,000 Boost Stars
2		Successful Account Activation	20 January 2021	4,084 Boost Stars
1	Margin Lite	Successful Account Opening	20 December 2021	4,000 Boost Stars
2		Successful Account Activation	10 January 2021	4,084 Boost Stars

Upon successful account opening and activation along with fulfilling all the requirements – The total amount of Boost Stars entitled by Mr. Z throughout the Campaign shall be **16,168 Boost Stars**.

9. The Boost Stars shall be credited to the relevant Qualified Participants Boost account based on the mobile phone number registered to the Qualified Participant stated in the Account Opening Form.
10. The Boost Stars crediting will be performed according to the schedule set out below.

Boost Stars	Tentative Schedule for Boost Stars Crediting
Phase 1	To be credited within one (1) month from the month of performing the requirements.
Phase 2	To be credited within two (2) months from the month of performing the requirements.

11. For successful Boost Stars crediting, all Qualified Participants must ensure they have an active Boost account which is registered to the mobile phone number of the Qualified Participant as stated in the Account Opening Form.

General Terms & Conditions

12. Upon submitting the Account Opening Form, all Eligible Participants have agreed to participate in the Campaign and 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 Boost Stars to be given away and the determination of the Eligible Participants, are final, binding and conclusive. No correspondence, queries, appeals or protests will be entertained.
13. The Boost Stars carry its own terms and conditions by Axiata Digital eCode Sdn Bhd ("Boost") and these terms and conditions shall be applicable in addition to the terms and conditions contained within.
14. The Qualified Participants shall be responsible for any costs whatsoever incurred in connection with the Boost Stars, including but not limited to transportation from the Boost's office location, all upgrades and alterations, any other third-party costs (commission, ownership transfer, tax, etc).
 - a The Qualified Participants shall be responsible to pay any taxes payable, incidental cost and/or any other charges relating to any of the Boost Stars unless stated otherwise. CGS-CIMB shall not be held liable for any taxes (including but not limited to Sales Tax and Service Tax), incidental cost, charges and/or damage caused by any of the Boost Stars and/or non-fulfilment by any of its agents/distributors.
 - b The Boost Stars are not transferable or exchangeable for cash or credit or in kind whether in part or in full.
15. By participating in the Campaign, the Eligible Participants agree to be bound by the Terms and Conditions herein and also, the Terms and Conditions governing the Eligible Participants' respective Account with CGS-CIMB.
16. CGS-CIMB reserves the right, without prior notice or assigning any reason whatsoever, to substitute the Boost Stars with other item(s) of the similar value. The Boost Stars under the Campaign do not include any accessories of items shown in any advertisements and/or promotional materials which are for illustration purpose only.
17. 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 Boost Stars. Further, no responsibilities are accepted for any additional expenses, omissions, delays, re-routing, or acts of any government or authority.
18. Although CGS-CIMB will endeavour to deliver the Boost Stars promptly, this is subject to availability and accordingly, neither CGS-CIMB shall be responsible for any delay nor will there be any compensation payable for any such delays.
19. 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 Campaign, even if CGS-CIMB has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

20. CGS-CIMB reserves the right, at its absolute discretion, to:-

- a extend, modify, shorten, discontinue, cancel, terminate or suspend the Campaign with or without any prior notice. For avoidance of doubt, any 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
 - b 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 affected at CGS-CIMB's absolute discretion through any one of the following means of communication, namely, by email to the Eligible Participants' last known email address or via CGS-CIMB's website and the Amendment shall be deemed as 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
21. These Terms & Conditions, as may be varied or amended from time to time pursuant to Clause 20, shall prevail over any provisions or representations contained in any other promotional materials advertising the Campaign.
22. The Campaign shall not 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.
23. All other terms and conditions applicable to general trading in the Account shall continue to apply. Nothing herein shall affect CGS-CIMB's general terms and conditions and/or the Account's terms and conditions to which the Eligible Participants have agreed to.
24. CGS-CIMB will notify all Eligible Participants based on the information supplied by the Eligible Participants and maintained in CGS-CIMB's records. Pursuant to the requirements the Personal Data Protection Act 2010, CGS-CIMB is required to obtain Eligible Participant's consent for the processing of Eligible Participant'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 Campaign. 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) ("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 these Terms and Conditions.
25. The Qualified Participants agree and authorize CGS-CIMB to disclose their details (including but not limited to name, NRIC number, mobile phone number, address) to Boost for purposes of crediting the Boost Stars. 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 the Boost Stars. All taxes, charges and incidental costs in this regard shall be borne by the Qualified Participants.
26. CGS-CIMB reserves the right to forfeit the Boost Stars without any prior notice, in the event of: -
- a The Qualified Participant is not contactable; or
 - b The Accounts were closed prior to the delivery of the Boost Stars.
27. The Terms and Conditions as set out above shall be governed by the laws of Malaysia. The Eligible Participants agree to submit to the exclusive jurisdiction of the Courts of Malaysia, but CGS-CIMB will be at liberty to proceed against the Eligible Participants in any court in any jurisdiction.