

Terms and Conditions

Tagline

Everything goes ONLINE!

About

The CGS-CIMB Securities Sdn. Bhd. ("**CGS-CIMB**") Everything goes ONLINE! – An online account opening promotional campaign (the "**Campaign**"). Now, clients can sign up for a new CGS-CIMB trading account online via CGS-CIMB's website and get a chance to win attractive prizes.

The terms and conditions of the Campaign is set out below.

Campaign Period

The Campaign will commence from 19 February 2021 until 19 May 2021, both dates inclusive ("**Campaign Period**").

Eligibility

1. Subject to the terms and conditions contained herein, the Campaign is open to:
 - a. All Malaysian individuals aged 18 years old and above who apply for a new CGS-CIMB trading account ("**Account**");
 - b. Any account types which available for application via the CGS-CIMB iTrade website; and
 - c. The Account application must be made online via the CGS-CIMB iTrade website during the Campaign Period ("**Application**") and must perform at least one (1) trade using the Account with CGS-CIMB within the Campaign Period; (each an "**Eligible Client**" and together, the "**Eligible Clients**").
2. Notwithstanding the above, CGS-CIMB has full discretion to determine who shall be eligible to participate in the Campaign.

Campaign Mechanics

3. All Eligible Clients shall be offered a waiver of the CDS account opening fee of RM10 ("**Fee Waiver**") during the Campaign Period.
4. In order to participate in this Campaign, the Eligible Clients are required to perform and to fulfil the requirements/criteria as set out below:
 - i. Eligible Clients have made the Application, such Application has been approved and the Account being opened and the Eligible Clients having performed at least one (1) trade with the Account by 19 June 2021 in order to be entitled to enter the Campaign. Solely for this criteria, the one (1) month grace period given for every Application made within the Campaign Period is strictly only for purpose of enabling the Eligible Clients who submit their Application during the Campaign Period for approval and subsequently to fulfill the requirement of the Campaign.
 - ii. Additionally, Eligible Clients are required to ensure that the following has been completed during the Campaign Period: -
 - (a) "Like" & "Follow" CGS-CIMB's Facebook page; and
 - (b) "Share" the Campaign post from CGS-CIMB's Facebook page on the Eligible Clients' personal Facebook page which shall be viewable by the public and in the post, to (A) tag three (3) friends of the Eligible Clients; (B) include the hashtag #cgscimbmyonline ; and (C) Write a caption on "Why did you open a CGS-CIMB Trading account?"

- iii. CGS-CIMB shall not be held liable and responsible in the event the Eligible Clients are not eligible to participate in the Campaign for failing to perform and to fulfil the said requirements, for any reason whatsoever.
5. Eligible Clients who have fulfilled the said requirements (“**Potential Winners**”) will stand a chance to win the monthly prizes (“**Rewards**”).
 6. There will be a total of nine (9) prizes awarded throughout the Campaign Period, whereby the three (3) Potential Winners with the most creative caption, based on the Applications submitted and approved for each monthly period will each be rewarded with a prize (together, the “**Winners**”).
 7. CGS-CIMB has the full discretion to determine the Winners and the decisions by CGS-CIMB with respect to the Winners are final, binding and conclusive. No correspondence, queries, appeals or protests will be entertained.
 8. Winners will be announced in June 2021.
 9. CGS-CIMB will deliver the prize to the Winners after the announcement of the Winners are made.

Campaign Rewards

1. The Rewards to be given away under the Campaign are as follows:

Month of Application submitted	Grand Prize	1 st Runner Up Prize	2 nd Runner Up Prize
19 February 2021 to 18 March 2021	One (1) Samsung Note20 5G (256GB) worth RM3,900	One (1) Samsung Galaxy Watch Active2 (40mm) Aluminum worth RM999	One (1) Samsung Galaxy Buds Live worth RM699
19 March 2021 to 18 April 2021	One (1) Apple iPad Pro (11 inch) worth RM3,499	One (1) Samsung Galaxy Tab A7 Wi-fi worth RM999	One (1) Samsung Galaxy Tab A (2019.8.0 LTE) worth RM599
19 April 2021 to 19 May 2021	One (1) Apple Iphone 11 (128GB) worth RM3,599	One (1) Apple Watch SE worth RM1,199.99	One (1) AirPods with Charging Case worth RM699

2. All prices and value stated here are correct at the time of printing. Rewards images shown in any marketing and advertisement collateral are for visual purposes only and colours may vary from actual Reward received. The Winners 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.
 - i. The Winners 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.

General Terms & Conditions

1. All Eligible Clients required to fulfill the campaign mechanics during the Campaign Period. 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 Campaign, 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. By participating in the Campaign, the Eligible Clients agree to be bound by the Terms and Conditions herein and also the Terms and Conditions governing the respective Account.
3. 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.
4. 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.
5. 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 be there any compensation payable for any such delays.
6. 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.
7. CGS-CIMB reserves the right, at its absolute discretion, to:
 - i. 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 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.
 - ii. 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.
8. These Terms & Conditions, as may be varied or amended from time to time pursuant to Clause 7, shall prevail over any provisions or representations contained in any other promotional materials advertising the Campaign.
9. None of the Campaign 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.
10. 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.
11. CGS-CIMB will notify all Winners based on the information supplied by the Winners 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 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).

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.

12. The Winners agree and authorize CGS-CIMB to disclose their details (including but not limited to name, NRIC number, telephone number, address) to the vendor/distributor/agent who would then contact the Winners regarding the delivery of their Reward. The Winners 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 Winners.
13. CGS-CIMB reserves the right to forfeit the Reward without any prior notice, in the event of:
 - i. Winners are not contactable; or
 - ii. The Account were closed within the Campaign Period.
14. The Terms and Conditions as set out above shall be governed by the laws of Malaysia. The Eligible Client agrees to submit to the exclusive jurisdiction of the Courts of Malaysia, but CGS-CIMB will be at liberty to proceed against the Eligible Client in any court in any jurisdiction