

Terms and Conditions for Join & Subscribe IPO Campaign (“Terms and Conditions”)

About

The Join & Subscribe IPO (“the **Campaign**”) is a promotional campaign organised by CGS International Securities Malaysia Sdn. Bhd. (formerly known as CGS-CIMB Securities Sdn. Bhd.) (“**CGS MY**”) and is open to new and existing retail clients of CGS MY (eligibility as defined below) from 1st July 2024 until 31st December 2024, both dates inclusive (“**Campaign Period**”).

The Terms and Conditions of the Campaign are as set out below.

Eligibility

1. Subject always to the Terms and Conditions contained herein, the Campaign is open to:-
 - (a) **NEW** clients of CGS MY who apply and successfully open conventional and/or Islamic direct share trading account(s) with CGS MY within the Campaign Period (“**Eligible New Clients**”).
 - (b) **Existing** CGS MY clients who have existing or successfully opens conventional and/or Islamic direct share trading account(s) within the Campaign Period (“**Eligible Existing Clients**”).(Each an “**Eligible Client**” and collectively be known as “**Eligible Clients**”).
(Account referred to in Clause 1(a) and (b) above shall be individually referred to as an “**Account**” and collectively known as “**Accounts**”).
2. The following persons are NOT eligible to participate in the Campaign:
 - (a) Institutional and corporate clients;
 - (b) Others as may be determined by CGS MY at its absolute discretion.
3. No participation form is required to be filled in for purposes of participating in this Campaign and the Eligible Clients who fulfill the aforementioned eligibility criteria respectively will be automatically enrolled in the Campaign.

Campaign Mechanics

4. Zero eIPO Application Fee

- (i) Each **Eligible Client** who subscribes Malaysian IPOs (as defined below) via CGS MY eIPO service within the Campaign Period shall be entitled to a waiver of the IPO application fee as stated in the eIPO application form (“**Waiver of Application Fee**”). For avoidance of doubt, all other transaction costs or fees (if any) shall be borne by the Eligible Client for any such transaction.
- (ii) “**Initial public offering**” or “**IPO**” means when a company first offers its shares to members of the public.
- (iii) “**Malaysian IPOs**” are IPOs by companies which admission and listing of the shares of said IPO will be on the Bursa Malaysia Securities Berhad (“**Bursa Malaysia**”).

5. Touch 'n Go eWallet Credit

Each **Eligible New Client** who subscribes for Malaysian IPOs via CGS MY eIPO service during the Campaign Period (“**Qualified Client**”) will be rewarded with one (1) Touch 'n Go eWallet credit of RM10 (“**Reward**”).

6. Each Qualified Client is only entitled for (1) Reward despite opening and/or having more than (1) Account with CGS MY and/or subscribes more than (1) Malaysian IPO during the Campaign Period.

7. Qualified Clients will be notified by CGS MY by their email contact maintained in CGS MY's records.
8. Qualified Clients are required to have an active Touch 'n Go eWallet account which is registered with the Qualified Clients' phone number maintained in CGS MY's record and shall notify CGS MY of any change to such phone number prior to receiving the Reward from CGS MY and CGS MY reserves the absolute right to forfeit the said Reward should any of the Qualified Clients refuse or do not wish to register for a Touch 'n Go eWallet account and the right to pass the Reward to the next Qualified Client in line.
9. The Reward will be credited to Qualified Clients' Touch 'n Go eWallet account by the end of the following month.
10. Although CGS MY will endeavour to credit the Reward promptly, CGS MY shall not be responsible for any delay, nor will there be any compensation payable for any such delays.

General Terms & Conditions

11. By participating in the Campaign, all Eligible Clients are deemed to have read, understood and agreed to be bound by these Terms and Conditions and agreed that any decisions of CGS MY in relation to every aspect of the Campaign, including but not limited to the Reward to be given away, Waiver of Application Fee and the determination of the Eligible Clients and Qualified Clients is final, binding and conclusive. No correspondence, queries, appeals or protests will be entertained.
12. 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 Eligible Clients' respective Account(s) and/or share trading account(s) with CGS MY.
13. CGS MY reserves the right, without prior notice or assigning any reason whatsoever, to substitute the Reward with other item(s) of the similar value and any substitutes by CGS MY shall be taken as final, binding and conclusive. 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.
14. (a) The Qualified Clients shall be responsible for any costs whatsoever incurred in connection with the Reward including but not limited to transportation from the relevant merchant / agent/ distributor ("**Third Party Provider**")'s office location, all upgrades and alterations, any other third-party costs (commission, ownership transfer, tax, etc) (if any).

(b) The Qualified Clients 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 MY shall not be held liable for any taxes (including but not limited to sales tax and tax), incidental cost, charges and/or damage caused by any of the Reward (including any act of obtaining and receiving the Reward) and/or non-fulfillment by the Third Party Provider.

(c) The Reward are not transferable or exchangeable for cash or credit or in kind whether in part or in full.

(d) The Reward may carry their own additional terms and conditions from the Third Party Provider and these terms and conditions shall be applicable in addition to the Terms and Conditions contained within.
15. To the fullest extent permitted by law, CGS MY 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.
16. In no event will CGS MY 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 MY has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

17. CGS MY 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 Clients to any claim for compensation against CGS MY 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.
 - (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 effected at CGS MY’s absolute discretion through any one of the following means of communication, namely, by email to the Eligible Client’s email address maintained in CGS MY’s records, or via CGS MY’s website or CGS MY’s official social media platform(s) and the Amendment shall be deemed as binding on the Eligible Client as from the date of notification of the Amendment or from such other date as may be specified by CGS MY (through one of the above means of communication).
18. These Terms and Conditions, as may be varied or amended from time to time pursuant to Clause 17, shall prevail over any provisions or representations contained in any other promotional materials advertising the Campaign.
19. The Campaign shall not be construed as an offer, recommendation or solicitation to buy or sell any securities. All Eligible Clients are advised to make their own independent evaluation and to consult their professional advisers before undertaking any transaction.
20. All other terms and conditions applicable to general trading in the Accounts shall continue to apply. Nothing herein shall affect CGS MY’s general terms and conditions and/or the Account’s terms and conditions to which the Eligible Clients have agreed to.
21. CGS MY will notify all Eligible Clients based on the information supplied by the Eligible Clients and maintained in CGS MY’s records. Pursuant to the requirements the Personal Data Protection Act 2010, CGS MY is required to obtain Eligible Client’s consent for the processing of Eligible Client’s personal data. Therefore, each Eligible Client hereby consents to CGS MY’s processing of the Eligible Client’s personal data which the Eligible Client may provide to CGS MY now and from time to time in connection with their applications or participation in the Campaign. Each Eligible Client hereby confirms that the Eligible Client has read, understood and agrees to be bound by the CGS MY Group Privacy Notice (which is available at <https://www.cgsi.com.my/en/privacy-policies>) (“**Privacy Notice**”) and the clauses herein, as may relate to the processing of his or her personal information. For the avoidance of doubt, each Eligible Client agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.
22. The Terms and Conditions as set out above shall be governed by the laws of Malaysia. Each Eligible Client agrees to submit to the exclusive jurisdiction of the Courts of Malaysia, but CGS MY will be at liberty to proceed against the Eligible Client in any court in any competent jurisdiction.