



To: **CGS-CIMB Futures Sdn Bhd (“CGS-CIMB Futures”)**

Dear Sir / Madam,

I3investor Campaign (“Campaign”)

Stand a chance to win 1gram of gold

Name (as per NRIC/Passport): _____

Trading Account No.: _____

Yes, I would like to participate in the I3investor Campaign. I have read, understood and agreed to comply with the Terms and Conditions of the Campaign.

Yours faithfully,

Witnessed by,

Signature of Participant

Date:

Signature of Futures Broker's Representative (FBR)

Name:

Date:

For Office Use Only
Checked by: _____
Date: _____

Terms and Conditions of I3investor Campaign (“Terms & Conditions”)

Campaign Name

I3investor Campaign

Tagline

Stand a chance to win 1gram of gold

About

The I3investor Campaign (“**Campaign**”) by CGS-CIMB Futures Sdn Bhd (“**CGS-CIMB Futures**”) will commence on 15th October 2020 and ends on 31st January 2021, both dates inclusive (“**Campaign Period**”) and the first sixteen (16) clients to trade ten (10) lots of Bursa Malaysia Derivatives Berhad (“**BMD**”) Qualifying Products will be entitled to prizes subject to the qualifying criteria.

Eligibility

Subject always to the terms and conditions contained herein, the Campaign is open to all new CGS-CIMB Futures retail clients who:

- (i) sign up their interest to open a futures trading account with CGS-CIMB Futures via the I3investor website (<https://klse.i3investor.com/jsp/partner/my/brsder/openacc.jsp?s=cimb>);
- (ii) successfully opens a futures trading account with CGS-CIMB Futures (“**Account**”); and
- (iii) completes the registration form for the Campaign;

which upon the completion of criteria (i), (ii) and (iii) during the Campaign Period shall be eligible to participate in the Campaign (“**Eligible Participants**”).

Mechanics & Rewards

1. The first sixteen (16) Eligible Participants which successfully trades a minimum of 10 lots of BMD Qualifying Products within three (3) months from the date of their Account opening (“**Winners**”) will be rewarded with one (1) gram of gold (“**Reward**”). For example, if the Account of the Eligible Participant is opened successfully on 1 December 2020, the trading volume for said Eligible Participants from 1 December 2020 to 28 February 2021 will be taken into account for the purposes of calculating the trading volume for the Campaign.
2. All BMD products listed on BMD website, including products introduced during the Campaign Period (“**Qualifying Products**”) will be taken into account for purposes of computing the trading volume calculation for an Eligible Participant for the Campaign.
3. The trading volume is defined as the total number of derivatives contracts traded by the Eligible Participant on BMD during the Campaign Period. For example, if Eligible Participants purchases one (1) contract of FTSE Bursa Malaysia KLCI Futures (“**FKLI**”) during the Campaign Period, it will be calculated as one (1) derivatives contract for the purposes of this Campaign while a pair of spread of FKLI will be calculated as two (2) derivatives contracts.
4. Notwithstanding the above, CGS-CIMB Futures reserves the absolute right to reject the Eligible Participant’s participation in the Campaign for any reason whatsoever.
5. Each Eligible Participant is entitled to win only one (1) Reward.
6. The Reward will be delivered from 1st May 2021 onwards whereby the Winners will be contacted by the selected vendor supplying the Reward with instructions to redeem the Reward from the selected vendor.

General Terms and Conditions

1. 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 Futures in relation to every aspect of the Campaign, including the Reward to be given away and the determination of the Eligible Participants, 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 Participants 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.
3. The Eligible Participants 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 Futures 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.
4. The Reward is not exchangeable for cash or credit or kind whether in part or in full.
5. 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.
6. 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 respective Account.
7. CGS-CIMB Futures reserves the right, without prior notice or assigning any reason whatsoever, to substitute the Reward with other item(s) of the similar value.
8. To the fullest extent permitted by law, CGS-CIMB Futures 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.
9. Although CGS-CIMB Futures will endeavour to deliver the Reward promptly, this is subject to availability and accordingly, CGS-CIMB Futures shall not be responsible for any delay nor will be there any compensation payable for any such delays.
10. In no event will CGS-CIMB Futures 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 Futures has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

11. CGS-CIMB Futures 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 Participants to any claim for compensation against CGS-CIMB Futures 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.
 - 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 Futures’ 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 Futures’ 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 Futures. These Terms & Conditions, as may be varied or amended from time to time pursuant to this Clause, shall prevail over any provisions or representations contained in any other promotional materials advertising the Campaign.
12. 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 Campaign.
13. None of the Campaign is nor shall any of them be construed as an offer, recommendation or solicitation to buy or sell any derivatives. All clients are advised to make their own independent evaluation and to consult their professional advisers before undertaking any transaction.
14. 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 Futures’ general terms and conditions and/or the other respective Account(s)’ terms and conditions to which the Eligible Participants have agreed to.
15. CGS-CIMB Futures will notify all Eligible Participants based on the information supplied by the Eligible Participants and maintained in CGS-CIMB Futures’ records. Pursuant to the requirements the Personal Data Protection Act 2010, CGS-CIMB Futures is required to obtain client consent for the processing of client’s personal data. Therefore, the Eligible Participants hereby consents to CGS-CIMB Futures’ processing of the Eligible Participants’ personal data which the Eligible Participants may provide to CGS-CIMB Futures now and from time to time in connection with their applications or participation in the Campaign. The Eligible Participants hereby confirms that the Eligible Participants 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 Eligible Participants agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
16. The Eligible Participants agree and authorize CGS-CIMB Futures 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 Eligible Participants regarding the delivery of their Reward. The Eligible Participants shall be responsible to make the necessary arrangements with CGS-CIMB Futures 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 Participants.

17. The Eligible Participants hereby agree that in the event that they are not contactable, CGS-CIMB Futures reserves the right to forfeit the Reward without any prior notice.

18. The Terms and Conditions as set out above shall be governed by the laws of Malaysia. The Eligible Participants agrees to submit to the exclusive jurisdiction of the Courts of Malaysia, but CGS-CIMB Futures will be at liberty to proceed against the Eligible Participants in any court in any jurisdiction.