Christmas Countdown Campaign
Terms and Conditions

1. Introduction

1.1. This **Christmas Countdown Campaign** ("**Campaign**") is organized by Bay Smart Capital Ventures Sdn Bhd (Registration No.: 201801018276 (1280292-W)) ("**CapBay**") and shall run from 16 November 2026 to 31 December 2026, both dates inclusive ("**Campaign Period**").

1.2. Subject to the terms and conditions below, under this Campaign, investors who invest via the CapBay P2P platform ("**Platform**") and who meet all eligibility and qualifying criteria during the Campaign Period shall be entitled to earn Lucky Draw Tickets (as defined below) and earn the chance to participate in the Lucky Draws (as defined below) and win the Prizes (as defined below).

1.3. The Campaign Period shall be divided into three (3) cycles (each a "**Campaign Cycle**"), and a separate lucky draw (each a "**Lucky Draw**") shall be conducted on the next business day after the end of each Campaign Cycle, as follows:

1.3.1. **Cycle 1**: 16 November 2026 to 30 November 2026 (both dates inclusive), with the Lucky Draw to be conducted on 1 December 2026;

1.3.2. **Cycle 2**: 1 December 2026 to 15 December 2026 (both dates inclusive), with the Lucky Draw to be conducted on 16 December 2026; and

1.3.3. **Cycle 3**: 16 December 2026 to 31 December 2026 (both dates inclusive), with the Lucky Draw to be conducted on 4 January 2027.

2. Eligibility

2.1. This Campaign is open to all individual investors in Malaysia who meet the following criteria:

2.1.1. Are Malaysian tax residents.

Investors who meet the above criteria shall be known as "**Eligible Investors**".

2.2. For the avoidance of doubt, the following persons are not eligible to participate:

2.2.1. Investors who are not Malaysian tax residents;

2.2.2. All corporate and institutional investors;

2.2.3. All permanent and contract employees of Bay Group Holdings Sdn Bhd and its subsidiaries, and their immediate family members; and

2.2.4. Any investor whose Platform account has, whether before or during the Campaign Period, been suspended, terminated, or flagged by CapBay for suspected fraud, money laundering, or other

breach of the Platform's terms of use.

3. Qualifying Criteria

3.1. To qualify for the Lucky Draw of a Campaign Cycle, Eligible Investors must satisfy the following criteria in respect of that Campaign Cycle (and an investor meeting such criteria shall be referred to as a "**Qualified Investor**"):

3.1.1. The Eligible Investor must apply the promotion code "**XMAS2026**" (or any other promotion code as may be notified by CapBay at its sole discretion) at the point of top-up on the Platform, and once applied, the promotion code shall apply to all subsequent top-ups made by the Eligible Investor within the same Campaign Cycle;

3.1.2. The Eligible Investor must be registered and accepted on the Platform;

3.1.3. The Eligible Investor must top up and make a minimum investment amount of RM10,000.00 on the Platform within the relevant Campaign Cycle (the "**Minimum Asset Criteria**"). The Minimum Asset Criteria shall be satisfied only where the Eligible Investor's Net Deposit (as defined below) for the relevant Campaign Cycle is equal to or greater than RM10,000.00. For the purposes of this Campaign, "**Net Deposit**" shall mean the total amount topped up by the Eligible Investor into their account on the Platform within a Campaign Cycle less the total amount withdrawn from such account within the same Campaign Cycle, as calculated by CapBay immediately before the Lucky Draw for that Campaign Cycle. Multiple top-ups made within the same Campaign Cycle shall be aggregated for this purpose.

3.1.4. The Eligible Investor must select and activate one of the following pre-set Auto Invest profiles on the Platform's Auto Invest Section and maintain such Auto Invest profile until the Lucky Draw of the relevant Campaign Cycle:

a) Conservative; or
b) Moderate; or
c) Aggressive.

3.1.5. The "**Retention Period**" means, in respect of each Winner (as defined below), the period of thirty (30) consecutive calendar days commencing from the date of the Winner's latest top-up counted towards the Net Deposit for the relevant Campaign Cycle.

4. Lucky Draw Mechanics

4.1. Qualified Investors shall be entitled to earn one (1) Lucky Draw entry ticket (each a "**Lucky Draw Ticket**" and collectively "**Lucky Draw Tickets**") for every RM5,000.00 of Net Deposit made within the relevant Campaign Cycle, once the Minimum Asset Criteria has been met.

Illustration:

Net Deposit during the Campaign Cycle	Lucky Draw Tickets Earned during the

	Campaign Cycle
RM5,000.00	0 (Minimum Asset Criteria not yet met)
RM10,000.00	2
RM25,000.00	5
RM33,000.00	6 (Balance of RM3,000 does not qualify for a Lucky Draw Ticket)

4.2. Lucky Draw Tickets shall only be valid for the Lucky Draw for the Campaign Cycle in which they were earned. Each Campaign Cycle shall be assessed independently, and the Net Deposit for each Campaign Cycle shall be calculated without reference to any other Campaign Cycle. Upon the conduct of the Lucky Draw for a Campaign Cycle, all Lucky Draw Tickets and any balance of the Net Deposit which did not earn a Lucky Draw Ticket for that Campaign Cycle shall lapse and shall not be carried forward to any subsequent Campaign Cycle.

Illustration:

Campaign Cycle	Transaction/Event	Net Deposit during the Campaign Cycle	Outcome
Cycle 1	Tops up RM18,000.00	RM18,000.00	Minimum Asset Criteria met and 3 Lucky Draw Tickets earned for the Cycle 1 Lucky Draw (Balance of RM3,000.00 does not earn a Lucky Draw Ticket)
Cycle 1	Cycle 1 Lucky Draw (1 December 2026)	RM18,000.00	Entered the Cycle 1 Lucky Draw with 3 Lucky Draw Tickets
Cycle 2	Tops up RM7,000.00	RM7,000.00	Minimum Asset Criteria not yet met. The 3 Lucky Draw Tickets and the RM3,000.00 balance from Cycle 1 lapsed after the Cycle 1 Lucky Draw
Cycle 2	Withdraws RM10,000.00	-RM3,000.00	Minimum Asset Criteria not met. No Lucky Draw Tickets earned for the Cycle 2 Lucky Draw
Cycle 3	Tops up RM10,000.00 & no other transaction made in Cycle 3	RM10,000.00	Minimum Asset Criteria met and 2 Lucky Draw Tickets earned for the Cycle 3 Lucky

			Draw

4.3. Lucky Draw Tickets are non-transferable, non-exchangeable and cannot be redeemed for cash or any other items, whether in whole or in part.

4.4. CapBay shall maintain the official record of all deposits, Net Deposits, Auto Invest activation, Lucky Draw and Lucky Draw Tickets earned under this Campaign. Such records shall be final and conclusive, save for manifest error.

5. Issuance of the Prizes

5.1. A total of six (6) winners (each a "**Winner**", and collectively "**Winners**") will be selected in the Lucky Draw for each Campaign Cycle, which shall be conducted on the dates set out in Clause 1.3 or on such later date as may be determined by CapBay from time to time at its sole discretion (each a "**Lucky Draw Date**").

5.2. Winners will be randomly selected in sequence from all the eligible Lucky Draw Ticket entries recorded for the relevant Campaign Cycle. Once an Qualified Investor has been selected as a Winner, such Qualified Investor shall be excluded from the subsequent selections for the relevant Campaign Cycle.

5.3. The first (1st) Winner drawn shall receive the grand prize for the relevant Campaign Cycle ("**Grand Prize**"), and the second (2nd) to sixth (6th) Winners drawn shall each receive a credit reward of RM50.00 ("**Credit Reward**") (each a "**Prize**", and collectively "**Prizes**"). The Grand Prize for each Campaign Cycle shall be announced by CapBay on the first day of the relevant Campaign Cycle.

5.4. Winners shall be announced by CapBay through its website, social media, electronic direct mail or any other channel as determined by CapBay within five (5) business days from the relevant Lucky Draw Date.

5.5. Each Winner must maintain at least the Net Deposit for the relevant Campaign Cycle and keep the Auto Invest profile activated throughout the Retention Period ("**Retention Criteria**"). The Auto Invest profile may be deactivated only once during the Retention Period, for a period of not exceeding two (2) consecutive business days.

For the avoidance of doubt, where the Auto Invest profile is deactivated on the one (1) occasion permitted above, the Retention Period pauses for those day(s) and resumes upon the reactivation of the Auto Invest profile. The duration of the Retention Period applicable to that Winner shall be extended by the number of days during which the Auto Invest profile was deactivated. Any deactivation of the Auto Invest profile on a second or subsequent occasion during the Retention Period, or any single deactivation exceeding two (2) consecutive business days, shall constitute a breach of the Retention Criteria, regardless of duration.

5.6. Any withdrawal made by a Winner after the relevant Lucky Draw Date and before the end of the Retention Period shall be deducted against the Net Deposit for the relevant Campaign Cycle first, and shall disqualify the Winner from receiving the Prize.

5.7. If a Winner fails to satisfy the Retention Criteria, is uncontactable within five (5) business days from the date of notification, declines the Prize or is found to have breached any of these terms and conditions, the Prize shall be forfeited. Where the Grand Prize is forfeited, it shall be awarded to the next Winner in the order drawn (that is, the 2nd Winner, followed by the 3rd Winner, and so on), subject to such Winner satisfying the Retention Criteria. Where the Grand Prize is awarded to a Winner of a Credit Reward pursuant to this Clause, such Winner is entitled to both the Grand Prize and the Credit Reward. Any forfeited Credit Reward shall not be reallocated.

5.8. The Prizes will be dispatched or delivered to the respective Winners (or, in the case of a Credit Reward or cash Prize, credited into the Winner's investment account on the Platform) within fourteen (14) business days from the end of the Retention Period, subject to the fulfilment of the Retention Criteria.

6. General Terms and Conditions

6.1. By participating in this Campaign, each participant is deemed to have read, understood and agreed to be bound by these terms and conditions and any decisions made by CapBay in relation to this Campaign.

6.2. CapBay reserves the right to terminate this Campaign and/or amend or substitute any of the terms and conditions of this Campaign at any time at its sole discretion and without prior notice, without liability to any party. For the avoidance of doubt, such right includes the right to amend, add to or remove any eligibility criteria, qualifying criteria, Lucky Draw mechanics, Prize, Campaign Period or Lucky Draw Date set out in these terms and conditions, or to suspend or discontinue this Campaign in whole or in part. Any such amendment shall take effect upon being posted on the Platform or CapBay's official website, and a participant's continued participation in this Campaign following such posting shall constitute the participant's acceptance of the amended terms.

6.3. CapBay reserves the right to request for any confirmation of details and/or documents it deems necessary to verify the identity, eligibility and compliance of any participant.

6.4. Participation in this Campaign cannot be used in conjunction with any other campaign unless otherwise determined by CapBay or expressly stated in the terms and conditions.

6.5. CapBay reserves the right to substitute the Prizes or Grand Prizes with other rewards, products and/or services without notice, in which case all rules herein governing this Campaign shall apply to the substituted rewards, products and/or services.

6.6. The Prizes are non-transferable and may not be assigned, auctioned, traded, bartered or sold.

6.7. CapBay reserves the right to withhold or forfeit any Prize or Lucky Draw Ticket if it determines, in its sole discretion, that there has been any manipulation, abuse or fraudulent conduct in connection with this Campaign, or if a Qualified Investor is not deemed to be a genuine investor.

6.8. By participating in this Campaign, each participant consents to CapBay collecting, using and disclosing their personal data for purposes reasonably connected with the administration of this Campaign in accordance with CapBay's prevailing Privacy Notice. Each participant further agrees that CapBay may

announce the name of the Winners through the channels referred to in Clause 5.4, provided that such names shall be partially masked in such manner as CapBay thinks fit.

6.9. These terms and conditions shall constitute the entire agreement between CapBay and each participant in relation to this Campaign and supersede any prior representations, communications or promotional materials relating to this Campaign, save as expressly amended by CapBay in accordance with Clause 6.2 or as otherwise expressly provided in these terms and conditions.

6.10. All other rules, terms and conditions governing the respective products, packages and/or programs on the Platform shall continue to apply.

6.11. In the event of any inconsistency, these terms and conditions shall prevail only insofar as they relate to this Campaign. If any provision of these terms and conditions is held to be invalid, illegal or unenforceable by any court or authority of competent jurisdiction, such provision shall be severed and the remaining provisions shall continue in full force and effect.

6.12. CapBay shall not be liable for any default, cancellation or postponement of this Campaign arising from any force majeure event, technical or system failure, or any other event beyond its reasonable control.

6.13. All decisions made by CapBay in connection with this Campaign shall be final, conclusive, and binding in all circumstances, and no further correspondence, complaints or appeals will be entertained.

6.14. Any taxes, fees or charges imposed in connection with this Campaign, including in respect of the receipt of any Prize, shall be borne solely by the participant who incurs such taxes, fees or charges. Each Winner shall be solely responsible for declaring and reporting the Prize to the relevant tax authorities, if applicable.

6.15. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia, and shall be subject to the exclusive jurisdiction of the Courts of Malaysia.

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