



**CapBay Chinese New Year 2024 Cash Back Campaign
Terms and Conditions**

1. Introduction

- 1.1. Bay Smart Capital Ventures Sdn Bhd (Registration No.: 201801018276 (1280292-W)) (“**CapBay**”) operates a Peer-to-Peer Financing platform (“**Platform**”) which provides opportunities for retail investors to finance SMEs via the Platform (“**Investors**”).
- 1.2. CapBay is offering a reward in the form of Platform credit (“**Promotion Credit**”) to Eligible Investors (as defined in clause 2.1) and the Promotion Credit shall be credited into the Eligible’s Investor’s Platform account (“**Investment Account**”) in accordance with the terms set forth in this terms and conditions (“**Promotion**”) for making subsequent successful top ups (“**Top Up**”) to their Investment Account.
- 1.3. The Promotion is valid from 23rd January 2024 – 29th February 2024, both dates inclusive (“**Promotion Period**”).
- 1.4. The Promotion Credit amount is based on the “**Promotion Tier**” level achieved as set out below, and will be rewarded to the Eligible Investors on a “first-come, first-served” basis, with the number of Eligible Investors entitled to the Promotion Credit (“**Qualified Investors**”) for each Promotion Tier capped at the respective “**Claimable Limits**” as set out below:

a) For Existing Investors:

Promotion Tier	Total Top-Up Amount	Promotion Credit	Claimable Limits
1	RM10,000.00	RM88	15
2	RM20,000.00	RM288	15
3	RM50,000.00	RM788	10

b) For New Investors:

Promotion Tier	Total Top-Up Amount	Promotion Credit	Claimable Limits
1	RM10,000.00	RM188	20
2	RM20,000.00	RM388	20
3	RM50,000.00	RM988	8

- 1.5. Each Qualified Investor can only claim one Promotion Credit, and the selection of the relevant Promotion Tier for the Qualified Investor will be determined by CapBay at its sole and absolute discretion.

2. Eligibility

- 2.1. The Promotion is applicable only to investors who meet the following criteria during the promotion period (“**Overall Criteria**”):
 - 2.1.1. The investor must be either an Existing Investor (as defined in clause 2.2 below) or a New Investor (as defined in clause 2.3 below); and
 - 2.1.2. The investor must have made the necessary Top Up(s) into their Investment Account within the Promotion Period; and
 - 2.1.3. The investor must select and turn on one of the following pre-set auto invest profiles on the



CapBay Platform auto invest section before the end of the Promotion Period:

- a) Conservative;
- b) Moderate; or
- c) Aggressive,

and maintain the selected auto invest profile throughout the Qualifying Period (“**Auto Invest Criteria**”).

An investor who fulfils the Overall Criteria shall be known as a “**Eligible Investor**”.

- 2.2. “**Existing Investor**” means an existing investor who: (i) has been registered and accepted on the Platform; and (ii) has made a minimum investment amount on the Platform of RM10,000.00 before the start date of this Promotion.
- 2.3. “**New Investor**” means a new investor who (i) has not been registered and accepted on the Platform before the start date of this Promotion; and (ii) has been registered and accepted on the Platform and made a minimum investment amount on the Platform of RM10,000.00 within the Promotion Period.
- 2.4. “**Qualifying Period**” means the period of ninety (90) consecutive days starting from the date the Top Up(s) were made within the Promotion Period and Auto Invest Criteria are met (that is, from the time that the cumulative top up amounts have been met at RM10,000.00 or above and a pre-set auto invest profile have been selected).
- 2.5. “**Initial Date**” means the date when the Eligible Investor’s total Top Up(s) have met the qualifying amount and the Auto Invest Criteria are initiated (that is, from the time that both the cumulative top up amounts have been met at RM10,000.00 or above and a pre-set auto invest profile has been selected).

3. Issuance of the Promotion Credit

- 3.1. CapBay will begin the process of issuing the Promotion Credit to the Qualified Investors ninety (90) days after the Initial Date.
- 3.2. The Promotion Credit is non-transferable and may not be auctioned, traded, bartered, sold or exchangeable for cash, credit or other goods.
- 3.3. In the event there are any clawback claims after the Promotion has been terminated, the Promotion will not be revived or reinstated, and no person will have any claim to the Promotion Credit.
- 3.4. The Promotion offers a total of RM32,944.00 in Promotion Credit and upon the depletion of this amount, the Promotion will automatically terminate.

4. Other Rules

- 4.1. CapBay reserves the right to terminate this Promotion and/or amend or substitute any of the terms and conditions of this Promotion at any time at its sole discretion and without notice for any reason whatsoever including but not limited to the terms and conditions related to the Claimable Limits.
- 4.2. CapBay reserves the right to request for any confirmation of details and/or documents it deems necessary to ascertain the eligibility of any investor.
- 4.3. The Promotion cannot be used in conjunction with any other promotion unless decided otherwise by CapBay or expressly stated in these terms and conditions.
- 4.4. CapBay reserves the right to substitute the Promotion Credit with other rewards, products and/or services without notice, in which case all rules herein governing the Promotion shall apply to the substituted rewards, products and/or services.



- 4.5. These terms and conditions are to be read in conjunction with all of the Platform's product highlight sheets and any other financing and platform agreements.
- 4.6. All other rules, terms and conditions governing the respective products/packages/programs on the Platform shall continue to apply. In the event of any inconsistencies or discrepancies, these terms and conditions shall prevail only insofar as they are relevant and applicable to the Promotion.
- 4.7. CapBay shall not be liable for any default due to any conventional force majeure event, technical fault, failure or limitation, act of God, war, riot, strike, terrorism, epidemic, pandemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of CapBay.
- 4.8. CapBay may refuse to make any pay-out if it determines, in its sole and absolute discretion, that there has been any abuse of the Promotion with a clear intention not to follow through with the investments or such party is deemed not to be a genuine investor on the Platform.
- 4.9. All of CapBay's decisions in respect of the Promotion is final, conclusive and binding in all circumstances and no further complaint or appeal from any person will be entertained.