



## Labur dan Menang! Terms and Conditions

### 1. Introduction

- 1.1. Bay Smart Capital Ventures Sdn Bhd (Registration No.: 201801018276 (1280292-W)) ("**CapBay**" or "**Organiser**") operates a Peer-to-Peer Financing platform ("**Platform**") which provides opportunities for retail investors to finance SMEs via the Platform.
- 1.2. These terms and conditions govern the participation in the "Labur dan Menang!" ("**Campaign**") which is a Hari Raya Campaign that is organised by CapBay.

### 2. Campaign Period

- 2.1. The Campaign will commence from 20 March 2024 until 10 May 2024, both dates inclusive ("**Campaign Period**").

### 3. Eligibility

- 3.1. The Campaign is open to individual investors who have successfully registered an account with the Platform ("**Investor Account**").
- 3.2. The following persons are NOT eligible to participate in the Campaign:
  - a) Permanent and contract employees of CapBay and its subsidiaries.
  - b) Investors who are not Malaysian tax residents.

### 4. Qualifying Criteria

Individual investors who meet all the qualifying criteria outlined in here are automatically deemed to be participating ("**Eligible Investors**") in this Campaign under the following terms and conditions:

- 4.1. To qualify for the Campaign, Eligible Investors must deposit or increase their net deposits by a minimum of RM10,000 ("**Minimum Threshold**") and maintain it within the Campaign Period.
- 4.2. Eligible Investors are required to activate one of the pre-determined auto-investment profiles in their Investor Account, namely:
  - a) Conservative;
  - b) Moderate; or
  - c) Aggressive
- 4.3. The selected auto-investment profile must be maintained for a period of ninety (90) days after the end of the Campaign Period.

### 5. Campaign Mechanics

- 5.1. Eligible Investors who deposit the Minimum Threshold during the Campaign Period shall receive one (1) entry ticket ("**Entry Ticket**").
- 5.2. For every additional RM10,000 in net deposits to the Investor Account by the Eligible Investor within the Campaign Period, the Eligible Investors shall be entitled to one (1) additional Entry Ticket.



5.3. The probability of securing a higher Cash Prize (as defined below in clause 6.4) increases with an additional number of Entry Ticket(s) held by an Eligible Investor. Winners will be determined through a random draw of Entry Ticket(s).

**6. Campaign Prizes:**

6.1. The prizes are as follows:

Category	Prize	Number of Eligible Investors
Grand Prize	RM500	10
First Runner-Up	RM300	10
Second Runner-Up	RM100	20
Consolation	RM50	Unlimited

6.2. Winners of the Campaign will be announced at the prize giving ceremony (“**Ceremony**”) hosted by the Organiser.

6.3. The Ceremony will be held between 20 August 2024 to 20 September 2024, in which the exact date shall be informed by the Organiser to the Eligible Investor at a later date prior to the Ceremony. The Organiser may also reserve the right to change the date and venue of the Ceremony with notice to the Eligible Investors.

6.4. All Eligible Investors must, at their own cost and expense, attend the Ceremony to be eligible to win and collect their prizes (“**Cash Prize**”). Agents and/or representatives accepting prizes on behalf of Eligible Investors are not allowed. However, Eligible Investors who are unable to attend the Ceremony and have provided a reason that is valid and acceptable to the Organiser, may be allowed to appoint a representative to accept the prize on behalf of the Eligible Investor. Any such request from an Eligible Investors will be considered on a case-to-case basis by the Organiser and the decision shall be to the Organiser’s sole and absolute discretion. In the event an Eligible Investors is unable to attend the Ceremony or fails to attend the Ceremony without valid reason, the Eligible Investors are not eligible to win any of the Cash Prize(s).

6.5. Winners shall be entitled to only one category of prize per Eligible Investors. Prizes are strictly non-transferable to any third party, non-negotiable and non-exchangeable.

6.6. Eligible Investors shall personally bear and be responsible for ALL incidental costs relating to the prizes including but not limited to any applicable taxes, levies, registration fees, processing fees, administrative fees, fuel charges, and all other personal expenses.

6.7. CapBay reserves the right to conduct verification and require additional documentation and information (including, without limitation, proof of identity) from the winners before delivering the prizes to the winners.

6.8. All risks associated with the use of the prizes shall be assumed by the winners.

6.9. CapBay reserves the right to substitute the prizes with that of equivalent or similar value at any time without prior notice. If any Eligible Investors who wins a Cash Prize rejects his/her Cash Prize or is in breach of these Terms and Conditions, the Eligible Investors’ prize will be forfeited, and CapBay shall be entitled to select another winner.

**7. Notification of Eligible Investors:**

7.1. Eligible Investors of the Campaign will be announced ninety (90) days after the end of the Campaign Period.



- 7.2. All Eligible Investors are required to respond and confirm their attendance of the Ceremony within seven (7) working days from the date in which the Organiser notifies the Eligible Investor of the date of the Ceremony, failing which, the Eligible Investors shall not be allowed to attend the Ceremony to stand a chance to win the Cash Prize. CapBay shall not be liable for any losses, expenses, claims and demands for such forfeiture.
- 7.3. CapBay will not be held liable or responsible for any late, misdirected, lost or unsuccessful efforts to notify the Eligible Investors. CapBay shall have no liability for any Eligible Investors' failure to receive notices due to spam, junk e-mail or other security settings, email services and/or interruption in the internet connection or any disruption or failure in other means of communication or dispatch to the Eligible Investors which is not within CapBay's control.

## **8. Issuance of the Cash Prizes**

- 8.1. CapBay will issue the Cash Prizes to the respective winners on the date of the Ceremony.
- 8.2. In the event there are any clawback claims after the Campaign has been terminated, the Campaign will not be revived or reinstated, and no person will have any claim to the Cash Prizes.

## **9. Other Rules**

- 9.1. 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 notice for any reason whatsoever including but not limited to the terms and conditions related to the Claimable Limits.
- 9.2. CapBay reserves the right to request for any confirmation of details and/or documents it deems necessary to ascertain the eligibility of any investor.
- 9.3. The Campaign cannot be used in conjunction with any other campaign unless decided otherwise by CapBay or expressly stated in these terms and conditions.
- 9.4. CapBay reserves the right to substitute the Cash Prizes with other rewards, products and/or services without notice, in which case all rules herein governing the Campaign shall apply to the substituted rewards, products and/or services.
- 9.5. 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.
- 9.6. All other rules, terms and conditions governing the respective products/packages/programs on the Campaign 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 Campaign.
- 9.7. 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.
- 9.8. 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 Campaign 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.
- 9.9. All of CapBay's decisions in respect of the Campaign is final, conclusive and binding in all circumstances and no further complaint or appeal from any person will be entertained.
- 9.10. By participating in the Campaign, Eligible Investors agree to release and hold harmless CapBay and its affiliates from any liability, illness, injury, death, loss, litigation, claim or damage that may occur,



directly or indirectly, whether cause by negligence or not, from their participation in the Campaign and/or their acceptance, possession, use, or misuse of any Cash Prizes.