

Connect & Grow Campaign Terms and Conditions

1. Introduction

- 1.1. This CapBay **Connect & Grow Campaign** is organized by Bay Smart Capital Ventures Sdn Bhd (Registration No.: 201801018276 (1280292-W)) ("**CapBay**") and shall run from 17 August 2026 to 31 December 2026, both dates inclusive ("**Campaign Period**").
- 1.2. Subject to the terms and conditions below, under this Campaign, existing investors may refer new investors to register and invest via the CapBay P2P Platform ("**Platform**"). Should the new investor meet all applicable eligibility and qualifying criteria during the Campaign Period, the Eligible Referrer shall be entitled to earn Lucky Draw Tickets (as defined below) and earn the chance to participate in the Lucky Draw and win the Cash Prize (as defined below).

2. Eligibility

- 2.1. The Campaign is open to all individual investors in Malaysia who meet the following criteria:
 - 2.1.1. Are Malaysian tax residents.
- 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
 - 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 Campaign, the referrer investor must satisfy the following criteria:
 - 3.1.1. The referrer investor must be an existing investor having been registered and accepted on the Platform, and having a minimum investment amount of RM10,000.00 on the Platform.
 - 3.1.2. The referrer investor must refer an investor onto the Platform using the referrer investor's unique promotion code provided by CapBay.
 - 3.1.3. The referrer investor must continue to meet the general eligibility requirements under Clause 2, and maintain a minimum investment amount of RM10,000.00 throughout the Qualifying Period (as defined below) for every Qualified Investment (as defined below) made by the new investor referred.

A referrer investor who meets the above criteria shall be an “**Eligible Referrer**”, and collectively, such investors shall be referred to as “**Eligible Referrers**”.

- 3.2. An Eligible Referrer who refers a new investor that have successfully met **all** the Overall Criteria below shall be considered a “**Qualified Referrer**” (collectively, “**Qualified Referrers**”). The “**Overall Criteria**” are as follows:

- 3.2.1. For the purposes of this Campaign, a “new investor” refers to an individual who has not, prior to the Campaign Period, held any investor account on the Platform.
- 3.2.2. Complete registration on the Platform as an ‘Investor’ within the Campaign Period, using the unique promotion code provided by the Eligible Referrers at the point of registration (“**Registration Criteria**”);
- 3.2.3. Successfully complete all KYC and onboarding requirements imposed by CapBay.
- 3.2.4. Top up and make a minimum investment of RM10,000.00 on the Platform during the Campaign Period (“**Minimum Asset Criteria**”) and must retain at least the Minimum Asset Criteria in their account throughout the Qualifying Period (as defined below).
- 3.2.5. 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 Campaign Period:
 - (i) Conservative; or
 - (ii) Moderate; or
 - (iii) Aggressive.

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

- 3.2.6. The “**Qualifying Period**” is thirty (30) consecutive days starting from the date both the Minimum Asset Criteria and the Auto Invest Criteria are satisfied (that is, from the time the minimum investment amount of RM10,000.00 has been met and a pre-set Auto Invest profile has been selected). For the avoidance of doubt, the Qualifying Period may extend beyond the Campaign Period where the new investor satisfies the above criteria on or before the final date of the Campaign Period.
- 3.3. The investment made by such new investor shall constitute a “**Qualified Investment**”, provided that all the Overall Criteria continue to be satisfied by the new investor throughout the Qualifying Period.

For the avoidance of doubt, a Qualified Investment shall cease to be a Qualified Investment if, during the Qualifying Period, the new investor withdraws funds resulting in the investment amount falling below the Minimum Asset Criteria or disables or terminates the activated Auto Invest profile.

4. Lucky Draw Mechanics

- 4.1. Qualified Referrers shall be entitled to earn one (1) Lucky Draw entry ticket (each a **“Lucky Draw Ticket”** and collectively **“Lucky Draw Tickets”**) for every RM10,000.00 of Qualified Investments made by new investors referred by that Eligible Referrer within the Campaign Period.

For the avoidance of doubt, the Qualified Investment must be made during the Campaign Period, while the applicable Qualifying Period may extend beyond the Campaign Period. Lucky Draw Tickets are calculated by reference to the cumulative RM10,000.00 increments comprised within the Qualified Investments made by all new investors referred by one single Eligible Referrer, and not by reference to the number of new investors referred. For example: An Eligible Referrer may earn three (3) Lucky Draw Tickets to qualify for the Lucky Draw either (a) from a single new investor whose Qualified Investment amounts to RM30,000.00, or (b) from three (3) separate new investors, each of whom makes a Qualified Investment of RM10,000.00

- 4.2. Qualified Referrers must accumulate a minimum of three (3) Lucky Draw Tickets during the Campaign Period to qualify for entry into the Lucky Draw. Once the minimum threshold of three (3) Lucky Draw Tickets has been met, each Lucky Draw Ticket shall constitute one (1) separate Lucky Draw entry.
- 4.3. For avoidance of doubt, a Qualified Referrer who accumulates fewer than three (3) Lucky Draw Tickets shall not qualify for the Lucky Draw and all accumulated Lucky Draw Tickets shall automatically lapse upon the expiry of the Campaign Period.
- 4.4. There shall be no maximum limit on the number of Lucky Draw Tickets that a Qualified Referrer may earn under this Campaign. Qualified Referrers may refer investors and earn Lucky Draw Tickets from as many Qualified Investment as they wish, subject to the terms and conditions herein.
- 4.5. Lucky Draw Tickets are non-transferable, non-exchangeable, and cannot be redeemed for cash or any other items, whether in whole or in part.
- 4.6. CapBay shall maintain the official record of all Lucky Draw Tickets earned and qualified under this Campaign. Such records shall be final and conclusive unless otherwise determined by CapBay.
- 4.7. Where any Lucky Draw Ticket is voided or a participant is disqualified under these Terms and Conditions, CapBay reserves the right to cancel the corresponding Lucky Draw entry and, where applicable, select an alternative winner.

5. Issuance of the Prize

- 5.1. A total of five (5) winners (each a **“Winner”** and collectively, the **“Winners”**) will be selected in the Lucky Draw. The Lucky Draw and selection of Winners will be conducted on 30 January 2027, or on such a later date as may be determined by CapBay from time to time (**“Lucky Draw Date”**).
- 5.2. Each Winner shall receive a cash reward of RM600.00 (collectively **“Prizes”** and each a **“Prize”**).

- 5.3. Winners will be randomly selected from all the eligible Lucky Draw Ticket entries recorded during the Campaign. Once a participant has been selected as Winner, such name shall be excluded from the subsequent draws to ensure fairness.
- 5.4. Winners shall be announced by CapBay through electronic direct mail or through any other channel as determined by CapBay within five (5) working days from the Lucky Draw Date.
- 5.5. If a Winner is uncontactable within five (5) working days from the date of notification, declines the Prize, or is found to have breached these terms and conditions, the Prize shall be forfeited and CapBay reserves the right to select a replacement Winner.
- 5.6. The Prize will be credited into the respective Winner's investment account within thirty (30) working days from the Lucky Draw Date.
- 5.7. The Prize is non-transferable and may not be auctioned, traded, bartered, or sold.
- 5.8. For avoidance of doubt, the Prize awarded under this Campaign is supplementary to any existing profit-sharing entitlement under CapBay's referral programme. Existing profit-sharing arrangements shall remain unchanged.
- 5.9. CapBay reserves the right to verify all referrals and investment prior to any Prize issuance, and CapBay's determination of the Prize payable shall be final and binding

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 the 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 the 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 with these Terms and Conditions.
- 6.4. CapBay's records relating to referrals, registrations, deposits, Auto Invest activation, Lucky Draw Tickets and the Lucky Draw shall be final and conclusive, save for manifest error.

- 6.5. Participation in this Campaign may be conducted concurrently with any other campaign or promotion organised by CapBay, provided that the participant satisfies the eligibility criteria and terms and conditions applicable to the respective campaign or promotion, unless otherwise determined by CapBay.
- 6.6. CapBay reserves the right to substitute the Prize 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.
- 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 or a breach of these Terms and Conditions in connection with this Campaign.
- 6.8. By participating in this Campaign, each participant consents to CapBay collecting, using, and disclosing their personal data (including their name, for the purpose of announcing Winners) for purposes reasonably connected with the administration of this Campaign, in accordance with CapBay's prevailing Privacy Notice.
- 6.9. These Terms and Conditions 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.
- 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 the 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 the 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 the Campaign shall be borne solely by the relevant Winner. Each Winner shall be solely responsible for declaring and reporting the Prize to the relevant tax authorities, where 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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