

Hong Kong Live Quotes Early Bird Campaign (“Campaign”) Terms and Conditions

Campaign Period

The Campaign is organised by Affin Hwang Investment Bank Berhad (“the Bank”). The Campaign commences from 1st December 2022 until 31st January 2023 (“Campaign Period”).

By participating in this Campaign, you hereby agree to the following Terms and Conditions.

Terms and Conditions

Eligibility

1. **ALL CUSTOMERS** of the Bank who have successfully subscribed to Hong Kong real-time quotes with the Bank during the Campaign Period (“**Eligible Participants**”);
2. Eligible Participants who are individuals aged 18 and above;
3. Eligible Participants who have not committed or are not suspected of committing any fraudulent, unlawful or wrongful acts in relation to any of the facilities or services granted by the Bank, and have not been declared bankrupt or are not subject to any bankruptcy proceedings at any time prior to or during the Campaign Period;
4. Eligible Participants who are not permanent and/or contract staff of the Bank;
5. Eligible Participants must complete and submit the eInvest Global Online Trading System Real-time Market Data Subscription form during the Campaign Period to the Dealer’s Representatives of the Bank to enrol for this Campaign.

Campaign Mechanism

1. The first eighty (80) Eligible Participants who have successfully subscribed to a minimum of 3-month Hong Kong Live Quotes through the Dealer’s Representatives or Customer Service of the Bank, on a first-come, first-served basis throughout the Campaign Period.
2. Each Eligible Participant is entitled to only one (1) promotion rate throughout the Campaign Period. The original fee for 3-month subscription is HKD600, but the Eligible Participant only needs to pay HKD300 for a 3-month subscription.
3. The Campaign Period for Early Bird will run from 1st December 2022 to 31st January 2023.

General

1. The Bank will determine the Eligible Participants during the course of the Campaign Period. However, the Eligible Participants will NOT be notified if they are not successful in participating in the Campaign.
2. By participating in the Campaign, all Eligible Participants are deemed to have agreed to be bound by these Terms and Conditions. The Bank's decision on all matters relating to the Campaign is final, binding and conclusive including but not limited to disqualifying any Eligible Participants from participating in the Campaign without providing any reasons. No correspondence, queries, appeals or protests will be entertained.
3. The Bank reserves the right to cancel, terminate, or suspend the Campaign with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension of the Campaign by the Bank shall not entitle any of the Eligible Participants or any other persons to any claim or compensation against the Bank for any losses or damages of whatsoever nature (including but not limited to loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party) suffered or incurred by the Eligible Participants as a direct or indirect result of the act of cancellation, termination or suspension.
4. The Bank reserves the right, at its absolute discretion, to add, delete, suspend, modify, or vary (whether by addition, deletion, modification, amendment or otherwise howsoever) any of these Terms and Conditions, either in whole or in part, from time to time without prior notice. In case of any dispute, the Bank's decision shall be final and binding.
5. Participation in this Campaign shall be deemed as an acceptance and consent by the Eligible Participants for their personal data (including but not limited to the name, NRIC number or passport number, email address, telephone number) being collected, processed, and disclosed to (a) the Bank, (b) the Bank's subsidiaries, holding company and related corporations (the term "related corporations" is as defined in the Malaysian Companies Act 2016) and/or (c) companies outside the Bank's group (e.g. its merchants and strategic partners) for the purposes of this Campaign and in accordance with the Bank's Privacy Notice which is available at <https://affinhwang.com/privacy>. For avoidance of doubt, the Bank's Privacy Notice shall be deemed to be incorporated by reference in these Terms and Conditions.
6. In no event will the Bank be liable to Eligible Participants in this Campaign for any liabilities, losses and/or damages of any nature (including but not limited to loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party) and howsoever arising from or in connection with this Campaign even if the Bank has been advised of the possibility of such damages in advance and all such damages are expressly excluded.
7. To the extent not prohibited by law, the Bank expressly excludes and disclaims any representations, warranties, express and/or implied, in relation to any warranty of quality, merchantability or fitness for purpose and/or accuracy in respect of or any part of the Campaign.
8. The Bank shall not be liable for any default in respect of the Campaign due any act of God, war (whether declared or undeclared), strike, riot, civil commotion, industrial action, fire,

flood, storm, epidemic and pandemic, act of terrorists or any events which are beyond the reasonable control of the Bank.

9. In the event of any inconsistency between these Terms and Conditions and any advertising, promotions, publicity and other materials relating to and/or in connection with the Campaign, these Terms and Conditions shall prevail.
10. These Terms and Conditions shall be governed by the laws of Malaysia and subject to the exclusive jurisdiction of the courts of Malaysia.

For more information, you may contact our Customer Service at +603 2177 1333 or email us at support@affinhwang.com.