

## **CapSphere Campaign (1<sup>st</sup> June – 30<sup>th</sup> September 2022)**

### **TERMS AND CONDITIONS**

1. This Special Deals ("Campaign") is jointly organised by BonusKad Loyalty Sdn. Bhd. with Registration No: 199701022703 (438200-T) ("BonusLink") and CapSphere Services Sdn Bhd with Registration 201601021272 (No.1192211-H) ("CapSphere Services Sdn Bhd") (jointly referred to as "the Organisers").
2. This Campaign is applicable to all BonusLink Members ("Members", "you" or "your") who are residing in Malaysia and above the age of eighteen (18). This Campaign is strictly not applicable to EU residents.
3. This Campaign is valid from 01 June 2022 to 30 September 2022 ("Campaign Period") unless advised otherwise by the Organisers. The Organisers reserve the right to amend or extend the duration of the Campaign at any time as deemed fit.
4. Members are required to perform the below in order to enjoy the Campaign:
  - a. Invest and Get 600 BonusLink Points for every RM200 Investment at CapSphere**
    1. New Members would need to make a minimum top-up of RM200 via CapSphere website <https://www.capsphere.com.my/>
    2. New Members would need to invest a minimum RM200 in one (1) or more Investment Notes.
    3. Members would have to enter BonusLink Card Number at the "Promo Code" column in order to be eligible for the BonusLink Points.
5. The BonusLink Points will be credited into eligible BonusLink account within two (2) weeks, on a monthly basis provided that Members enter the BonusLink Card Number accurately.

## **GENERAL TERMS & CONDITIONS**

1. By participating in this Campaign, Members are deemed to have read, understood and agreed to be legally bound by the Terms and Conditions of this Campaign as stated herein and any additional Terms and Conditions stipulated by the Organisers from time to time (as may be applicable) including all decisions of the Organisers in all matters without limitation or qualification related thereto.
2. All Organisers' decisions on all matters including but not limited to the eligibility of the Members and/or Campaign mechanics for this Campaign or in the event of any dispute shall be final and binding and no correspondence or appeals shall be entertained.
3. The Organisers reserve the absolute right, at any time, to verify the validity of any successful transactions and/or eligible Members at any point in time.
4. Retrospective claims by Members for the award of BonusLink Points will not be entertained. Any request by Members to provide their BonusLink Card Number and/or to be eligible for BonusLink Points after exiting the payment page at the dedicated website will not be entertained. Only Members who fulfill the Campaign Terms and Conditions shall be eligible for the award of BonusLink Points.
5. The Organisers reserve the absolute right to revise the BonusLink Points to be awarded from time to time without any prior notice to any party including but not limited to the Members.
6. The Organisers reserve the right at their sole discretion to disqualify any Member and/or to retract or forfeit the award of BonusLink Points from any Member if they believe the Member has (singularly or jointly with any other Member) undertaken fraudulent practice and/or activities to earn the BonusLink Points or undertaken any activities that are or may be harmful to this Campaign or to the Organisers.
7. The Organisers reserve the absolute right to cancel, terminate or suspend the Campaign with or without any prior notice and/or assigning any reason. For the avoidance of doubt, any cancellation, termination or suspension of the Campaign by the Organisers shall not entitle any party including but not limited to the Members to any claim or compensation against the Organisers for any and all losses and/or damages suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.
8. The Terms and Conditions contained herein, as the same may be amended from time to time, shall prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional and/or advertising materials for the Campaign. In the event of any conflict or inconsistency between the English version and any translation thereof, the English version of the Terms and Conditions shall prevail.

9. The Organisers reserve the sole and absolute right to vary, delete and/or add to any of these Terms and Conditions (wholly or in part) from time to time in such manner as the Organisers deem appropriate without giving any prior notice to any party including but not limited to the Members.
10. In no event will the Organisers be liable for any loss or damages including without limitations, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive and/or special damages of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Campaign, even if the Organisers have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
11. The Organisers to the fullest extent permitted by law exclude all warranties, rights and remedies (including warranties implied by statute or otherwise) that Members would otherwise be entitled to by law.
12. Members are responsible for and shall comply with all these Terms and Conditions and Members shall not, as part of the participation in this Campaign, breach any of these terms.
13. All Members shall comply with all applicable laws when participating in this Campaign.
14. These Terms and Conditions are governed by and construed under the laws of Malaysia.