

Terms and Conditions Governing the Cooler Earth Summit (“the Summit”) (the “Terms and Conditions”)

1. Registration

These Terms and Conditions govern your online registration, attendance and participation at the Summit.

By registering for the Summit you agree that you have read and accepted these Terms and Conditions and agree to be legally bound by them. If you do not wish to be bound by these Terms and Conditions, please do not register, attend or participate in the Summit.

If you are registering on behalf of another person, it is your obligation to make sure that the person registered is aware of these Terms and Conditions and accepts them. By completing and submitting the registration form you are representing and warranting that you have informed and made the person attending aware of these Terms and Conditions and that they have accepted these Terms and Conditions.

These Terms and Conditions include and incorporate by reference our CIMB Group Privacy Policy at <https://www.cimb.com.my/en/personal/privacy-policy.html>, which explains the types of information collected, stored, shared and processed, how and why we use such information, who we share it with and your legal rights. If you are based outside Malaysia, this means that your data will be accessed within and transferred to or from Malaysia. The privacy protections and the rights of authorities to access your personal information in some of these countries may not be the same as in your home country.

The Summit is run by CIMB Group for non-commercial purposes. These Terms and Conditions include and incorporate by reference our CIMB Treating Customer Fairly Charter at <https://www.cimb.com.my/en/personal/help-support/customer-service-charter.html>, which explains the six principles in our processes to build trust for our customers.

The registration period is from 1 Aug – 27 Sep 2021 (both dates inclusive) and is to be performed by clicking the “Register” button at thecoolerearth website at <https://coolerearth.cimb.com/> (“TCE Website”). You are advised that CIMB has engaged Sound Innovation Sdn Bhd for purposes of the registration and organizing the Summit and Sound Innovation Sdn Bhd will be using Vimeo (“Software”) for purposes of hosting the Summit. Your use of each such website or service is subject to its respective terms of service and privacy policies. Sound Innovation Sdn Bhd’s obligations in respect of the protection and use of your data will be as per CIMB Group Privacy Policy whilst the privacy policy and terms of service of the Software can be found at <https://vimeo.com/privacy> and <https://vimeo.com/terms>.

You may only access the Software using a standard browser (e.g. on a desktop, laptop, or similar computer, or on a portable device such as a tablet, smartphone or other mobile devices).

By registering for the Summit, you confirm that

- You are an individual aged 18 years and above;

- You consent to CIMB Group Sdn Bhd sharing your information with its service providers, affiliates and event partners where it is necessary to perform the Terms and Conditions, to provide the Services, and for other purposes described in CIMB Group Privacy Policy; and
- You have provided true and accurate information which is current and complete.

You shall ensure that your name, e-mail address, organization and contact number provided during registration is current, complete and accurate. You will receive an e-mail confirmation containing the details of the webinar and/or related event(s) and participation to the Summit link (“Link”). CIMB will not be responsible to you for any loss or damage resulting from your non-receipt or delayed receipt of the Link unless such loss or damage arises from and is caused directly by CIMB’s gross negligence or willful default.

These Terms and Conditions are personal to you. You agree not to assign or transfer your rights or obligations under these Terms and Conditions to anyone else without receiving CIMB’s prior written consent.

2. Rejection of your Registration to the Summit

CIMB reserves the right to reject your registration or participation to the Summit for any reason whatsoever including if CIMB determines that you or your registrant have failed to comply with, or is likely to fail to comply with, the Terms and Conditions.

3. Modification and Postponement of the Summit

CIMB reserves the right to make substitutions, alterations, postponement or modification to the Summit program, speakers, moderators, topic, timing, related event(s) and date at any time. In the event the Summit and/or the related event(s) is being postponed or the date is being changed for whatever reason, CIMB shall not be liable for any cost, expense, damage or loss incurred by you as a result of such modification or postponement.

If by re-arrangement or postponement the Summit can take place, the registration between you and CIMB shall remain in force.

4. Cancellation of the Summit

In the event that the Summit cannot be held or is postponed due to events beyond the reasonable control of CIMB (“Force Majeure”) or due to events which are not attributable to willful default or gross negligence of CIMB, CIMB shall not be liable to you for any damages, costs, expenses or losses incurred by you, including but not limited to transportation costs, accommodation costs and financial losses. CIMB will endeavour to notify you as soon as reasonably practicable of any substitutions, postponements, or changes by posting the updated information at the TCE Website.

5. Force Majeure

CIMB is not liable if the Summit is, in whole or in part, cancelled, rescheduled or postponed, or for any failure or delay to perform its obligations under these Terms and Conditions, if such event results from anything beyond CIMB’s reasonable control (for example, natural disasters, flood, fire, acts of terror, war, labour strike, extreme weather, malicious damage of the Software, pandemic or an outbreak of a disease, compliance with any law or governmental order, or mechanical, electronic or communications

failure or degradation, or any other emergency) or anything else that renders performance of the Summit , in whole or in part, impracticable, illegal or impossible.

6. Liability

The views expressed by the speakers, delegates, exhibitors and/or partners of the Summit are their own. CIMB shall not be liable for any advice given, or views expressed, by any such speaker, delegate, exhibitor and/or partner at the Summit or in any materials provided to you. In addition, CIMB shall not be responsible or liable for any direct or indirect loss or damage of any sort incurred as the result of the services or information provided in connection with the Summit.

7. Warranties

To the extent permitted by the applicable law, CIMB disclaims all warranties or conditions, either express or implied, or any part of them in respect of any aspect of the Summit or any related materials. You acknowledge and agree that in accepting these Terms and Conditions you have not relied on any representation or warranty that is not expressly included in these Terms and Conditions.

Materials shared or distributed at or in connection with the Summit are intended for information purposes only and should not be relied upon by you or others. CIMB does not provide any guarantees, conditions or warranties that the materials are complete or accurate and does not accept any responsibility or liability for reliance by you or any person on any aspect of the Summit and/or any information provided at the Summit.

8. Photos and Recordings

By participating in the Summit , you agree and consent to CIMB and its service providers and/or representatives to take photographs, video, audio and/or other recordings of you and/or any party whom you are registering and to use, publish, produce, copy, distribute, exhibit, transmit or edit such photos or recordings in whole or in part and in original or modified form and motion alone or in conjunction with any other material of any kind or nature for use in connection with the Summit (including but not limited to advertising, marketing, promotional campaign or collaterals) and for any other lawful purpose in the ordinary course of its business by means of prints, websites and in any mode or medium now known or hereafter devised.

Due to the prevalence of mobile recording devices, CIMB disclaims all liability for the capture of your photo or image in any multimedia format by other delegates or participants of the Summit. You are only permitted to use hand-held cameras and/or smart phones to take photographs and capture digital images for personal, non-commercial use. Photographs and digital images may not be published, sold, reproduced, transmitted, distributed or otherwise commercially exploited in any manner whatsoever. For virtual webinars, CIMB prohibits the use of screen shots and/ or any other technology that can be used to capture proprietary content and images from the Summit.

9. Restriction on the Use of the Software

You shall not use the Software in connection with or to post any content which is illegal, obscene, defamatory, which infringes the rights of another person or which contains confidential information of another person, which promotes or depicts human trafficking, child abuse, animal abuse, or which encourages or promotes abuse of alcohol, drugs or other substances, graphic or gratuitous violence, or

people being injured, beaten, hurt, attacked, or humiliated; and/or content that is needlessly shocking to the senses, gratuitously gross, or which depicts or promotes accidents, death, hate speech attacking or demeaning a group based on race, ethnic origin, religion, disability, gender, age, and the like.

You will not use the comment or feedback threads to post support issues, complaints or problems with access to the Software or services. Additional content restrictions and users code of conduct when using the Software are provided at Vimeo's Terms of Service.

10. Disclaimers

You register for the Summit solely at your own risk. CIMB and/or its affiliates/partners will not be responsible or held liable in any way for any loss or damage, injury or death howsoever arising from before, during or after your participation in the Summit, unless such loss or damage, injury or death is directly caused by the willful default of CIMB. You are advised to read and understand any terms or conditions as may be imposed by any third parties which may be involved in providing any aspect of the Summit and if you do not agree to any such terms or conditions, you shall not sign up for the Summit. Your signing up for the Summit shall indicate your acceptance of any terms or conditions as may be imposed by such third parties which may be involved in providing any aspect of the Summit.

You agree that your access and use of the Software for registering and participating at the Summit is entirely at your own risk. CIMB does not warrant or guarantee that your use of the Software is legal or permissible under the applicable law in your locality and CIMB shall not be liable to you for any bugs, viruses, malware, spyware, Trojan horses or the like which may be transmitted to or through the Software, unauthorized access, theft or for any interruption or cessation of Software operation.

11. Variation of Terms and Conditions

CIMB reserves the right upon giving adequate notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("Revision") any of the terms and conditions herein. Any Revision to the provisions herein shall be binding on you and CIMB shall be deemed to have notified you of the Revision by its display at the TCE Website or by any other means of notification which CIMB may select and the Revision shall be deemed binding on you as from the date of notification of the Revision or from such other date as may be specified by CIMB in the notification.

12. Communications to Participants

CIMB may contact you from time to time to confirm on your respective registrations and other related communications in respect of the Summit.

13. Intellectual Property Rights

All intellectual property rights in and to the Summit, the Summit content, and all materials distributed at or in connection with the Summit are owned by CIMB and/or the speakers, exhibitors, partners and delegates attending the Summit. You must not reproduce or allow anyone to reproduce trademarks or materials distributed by or on behalf of CIMB at the Summit for any reason, without our prior written permission.

Nothing in these Terms and Conditions shall vest in you any legal or beneficial right in or to any intellectual property rights owned or used under licence by CIMB or grant to you any right or licence to

any other intellectual property rights of CIMB. All such intellectual property rights shall remain the exclusive property of CIMB.

It is strictly forbidden for any company, organisation or person to attempt to host or organise any event in conjunction with, contiguous to or purporting to be related to the Summit without the express prior permission and cooperation of CIMB. CIMB reserves the right to take such action (legal or otherwise), including a claim for damages as CIMB, in its sole discretion, deems appropriate in the circumstances.

14. Governing Law

The Terms and Conditions shall be governed by, and construed in accordance with the laws of Malaysia and you agree for any disputes to be resolved by way of arbitration held under the

auspices of the Asian International Arbitration Centre (“AIAC”) in Kuala Lumpur and conducted in accordance with the AIAC Arbitration Rules 2018.

15. Queries

You may direct all Summit-related queries to CIMB via email at sustainabilityevents@cimb.com