

## **CIMB Group Sdn Bhd's Terms and Conditions For Applicants for the CIMB ESG-SME Pitch Challenge 2022 ("Terms")**

### **1. Introduction**

1.1 The **CIMB ESG-SME Pitching Challenge 2022 ("Challenge")** is organized by CIMB Group Sdn Bhd ("CIMB") and is scheduled to take place on **22<sup>nd</sup> September 2022** or such other date as CIMB may in its discretion determine during which time CIMB shall showcase Applicants (as hereinafter defined) shortlisted by CIMB (collectively, "the Shortlisted Participants") at its sole and absolute discretion at the Challenge. The Challenge will be attended by parties which may include but shall not be limited to representatives from across various sectors, industry experts and potential business partners, ("Invitees") CIMB's event partners or service providers, affiliates and/or companies within the CIMB group of companies, all on such terms and conditions as determined by CIMB in its sole and absolute discretion.

Declaration by Applicant:

By registering for the CIMB ESG-SME Pitch Challenge 2022 ("**the Challenge**"), I for and on behalf of the Applicant represent and warrant the following:-

- a) The Applicant has read, understood, and agrees to be bound by CIMB Group Sdn Bhd's Terms and Conditions For Applicants for the CIMB ESG-SME Pitch Challenge 2022 ("**Terms**") and am authorized to register the Applicant for the Challenge and to agree to all related documents and to bind the Applicant to the Terms;
- b) Consent has been obtained from the Applicant's personnel, directors, shareholders and officers (hereinafter referred to either singly or collectively as "**Relevant Person**") for the disclosure and processing of the Applicant's Proposal and the Relevant Person's personal data by CIMB and CIMB Group Companies for such purposes and in such manner as set out in paragraph (c) below.
- c) The Applicant authorizes and consents to CIMB Group Sdn Bhd ("**CIMB**") to share the Applicant's and the Relevant Person's information including the Proposal and documents submitted by the Applicant to entities within the corporate group of CIMB Group Holdings Berhad, CIMB Group Sdn Bhd's ultimate holding company ("**CIMB Group Companies**"), the Invitees, CIMB's event partners or service providers including but not limited to Pitch

Platforms Sdn Bhd (“pitchIN”), Private Financing Advisory Network, PwC Malaysia and their affiliates,

- (i) in accordance with the Terms, including but not limited for purposes in connection with the Challenge and for the promotion and marketing of such other products and services of and by our Invitees, CIMB Group Companies’ and their event partners, service providers and affiliates; and
  - (ii) for such other purposes and in such manner described in CIMB Group Privacy Policy available at <https://www.cimb.com.my/en/personal/privacy-policy.html>
- d) The Applicant understands and agrees that if the Applicant is based outside Malaysia, the Proposal and data (including personal data of the Applicant’s personnel, directors, shareholders, officers) will be accessed within and transferred to or from Malaysia. The Applicant further acknowledges that the privacy protections and the rights of authorities to access the personal information in some of these countries may not be the same as in the Applicant’s home country.
- e) The Applicant undertakes and declares that it has provided complete, true, accurate and up to date information in this registration form as well as in the Proposal and all documents submitted.
- f) The Applicant acknowledges and agrees that Shortlisted Participants will be selected by CIMB and selected event partner(s) including pitchIN (collectively “the Shortlisting Panel”) at its sole and absolute discretion, and CIMB shall have no liability in any manner whatsoever to any party including any Applicant, Shortlisted Participants and/or Invitee. The selection by CIMB does not in any manner constitute any endorsement, recommendation or approval by CIMB as to the Applicant or the Applicant’s Proposal.

## **2. Eligibility Criteria for Applicants**

- 2.1 This Challenge is opened to private limited companies (other than an exempt private company under Malaysian laws) or limited liability partnership or body corporate:-
- (a) not listed on any stock exchange;
  - (b) incorporated in any of the ASEAN countries, i.e. Malaysia, Singapore, Thailand, Indonesia, Brunei, Vietnam, Cambodia, Laos, Myanmar, Philippines
  - (c) Satisfying the eligibility criteria set out at clause 2.1 herein;

- (d) it shall complete and submit the Proposal in such manner as stipulated by CIMB and provide CIMB with such information and documents as set out Section 3 and such further information and/or documents as CIMB may require in its discretion.

### **3. Submission of Application**

3.1 Applicants shall submit its Proposal comprising the following information:-

- i. all information as required in the relevant application form including basic company information such as names, background and qualification of persons in charge and founder/CEO, directors, shareholders, contact details, brief background, revenue, financial information including funding details etc. in the form of official corporate filings/documents;
- ii. core business and products including the market in which the Applicant operates
- iii. company pitch deck in the form of PowerPoint / PDF Slides to be emailed to [smepitch@cimb.com](mailto:smepitch@cimb.com) by such time as designated by CIMB;
- iv. short video about the founder / CEO of the Applicant; and
- v. such other information and documents as may be requested by CIMB, to CIMB in a form and manner as may be requested by CIMB, for its Review

by completing and submitting the **“CIMB ESG-SME Pitch Challenge Registration Form”** accessed via <https://forms.office.com/r/daEEizczpg> prior to the application deadline as stipulated by CIMB.

3.2 CIMB may but is not obliged to review all Proposals and any such information and documents comprised in the Proposal to ascertain whether the Proposal **may be of interest to the Invitees**. For the avoidance of doubt, any review by CIMB does not consist of a verification of the information and documents supplied nor does it consist of a confirmation (a) of the feasibility of the Proposal; and/or (b) that the Proposal or the contents in respect thereof are compliant with all applicable laws and regulations.

3.3 In the event the information and/or documents supplied to CIMB are insufficient or are not supplied to the satisfaction of CIMB to confirm the identity of the relevant persons or the veracity of any information or proposal contained therein, without derogating from any other provision herein contained, CIMB shall not be obliged to further process review any such Proposal.

3.4 Proposals by Applicants will be shortlisted by Shortlisting Panel to be showcased at the Challenge on **22<sup>nd</sup> September 2022** having regard to the such criteria as determined by the Selection Panel, all at the sole and absolute discretion of the Shortlisting Panel, including but not limited to the following criteria-

- a) revenue-generating
- b) sustainability-focused
- c) ASEAN based and focused

**FOR THE AVOIDANCE OF DOUBT, ANY SUCH SELECTION BY THE SHORTLISTING PANEL SHALL NOT BE DEEMED AS ANY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY CIMB OR THE SHORTLISTING PANEL TO ANY INVITEE OR ANY OTHER PARTY IN RESPECT OF SUCH SHORTLISTED PARTICIPANTS AND/OR ITS BUSINESS OR OPERATIONS.**

3.5 Shortlisted Participants shall comply with all directions by CIMB in respect of the Challenge including:-

- (a) attendance at all relevant pre-Challenge workshops hosted by CIMB or its Event partners scheduled on the 14<sup>th</sup> September 2022, 15<sup>th</sup> September 2022, and 19<sup>th</sup> September 2022, or other such date as CIMB in its discretion may determine;
- (b) creation and submission a one-page summary of their company using a template that will be provided later for the Challenge;
- (c) compulsory attendance at the Challenge on 22<sup>nd</sup> September via such online platform as determined by CIMB to pitch their Proposals (“Presentation”) and attending to all queries and discussions with Invitee; and
- (d) such other directions and instructions as may be reasonably required by CIMB.

Shortlisted Participant who fail to comply with any of the above may be disqualified from the Challenge by CIMB.

#### **4. THE PROPOSAL**

- 4.1 Applicants shall ensure that the Proposal contains all information and documents relevant for consideration.
- 4.2 The Applicant and its authorized representatives shall be liable for the content of the Proposal and the Applicant and such authorized representatives shall, jointly and severally, indemnify CIMB against all claims, liabilities, demands, penalties, costs, expenses, damages and losses of whatsoever nature (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by CIMB, arising out of or in connection with the Proposal (and the contents thereof) and/or the Applicant's or Shortlisted Participant's participation in the Challenge.
- 4.3 By submitting the Proposal the Applicant grants to CIMB a royalty free, perpetual and transferable license to the Proposal and the Presentation and all contents therein, whether in written, video , audio and/or such other forms including the express right to CIMB to disclose, reproduce, copy and/or modify whether in whole and in part such content of the Proposal in accordance with the terms herein and/or for such purpose as may be required by CIMB including but not limited to assessment and review, in connection with the Challenge or The Cooler Earth Summit organized by CIMB (whether presently or in future) and promotion of sustainability initiatives
- 4.4 The Applicant acknowledges that CIMB may include in the Proposal, whether or not the same is shortlisted, such information as CIMB may in its absolute discretion deem appropriate including (without limitation) a disclaimer of its liability.
- 4.5 The Applicant acknowledges that CIMB may disclose the contents of the Proposal to the Invitees, CIMB's event partners or service providers, affiliates and/or companies within the CIMB group of companies for review, viewing or assessment and that whilst the CIMB attempts to impose duties of confidentiality on such persons, CIMB cannot guarantee the confidentiality of the information contained in the Proposal when disclosed to third parties will be maintained. CIMB accepts no liability nor responsibility for any such information coming into the public domain by reason of the acts of the Invitees or such other third parties, save and except arising solely and directly by reason of the gross negligence, willful

default or fraud on the part of CIMB. The Applicants hereby releases and discharges CIMB from such liability for breach of confidentiality by all such other third parties,

## **5 Applicant's Representations, Warranties and Undertakings**

5.1 The Applicant hereby represents, warrants and undertakes as follows:

5.1.1 any information and documents provided by Applicant including the Proposal are true, accurate, complete, current and not misleading and does not contain any material omission and all relevant authorisations which may be required for the submission of the Proposal and the participation in the Challenge has been obtained ;

5.1.2 nothing in the Proposal nor the business or operations of the Applicants has infringed or shall infringe the intellectual property rights of any person, and shall not infringe the privacy of any person;

5.1.3 in carrying on its business and operations and the matters contemplated under the Proposal, it has complied with and shall continue to comply with all relevant laws rules and regulations (including laws relating to anti money laundering and/or anti terrorism financing) and shall maintain all keep up to date all licenses, permits and approvals as may be required;

5.1.4 neither it nor any of its officers, personnel, directors or shareholders have been or are currently the subject of any criminal proceedings or investigation;

5.1.5 in submitting the Proposal and its participation in the Challenge, it shall not whether knowingly or otherwise, transmit or upload any computer viruses and/or malware including but not limited to computer programming routines that may damage, interfere with, intercept and/or expropriate any system or data;

5.1.6 it shall be wholly responsible for the use and access of <https://coolerearth.cimb.com/2022/pitch-challenge.html> for the purpose of the Challenge and shall comply with all terms of use thereof and use the same solely at its own risk in accordance with any law for the time being in force in Malaysia, including but not limited to the Communications and Multimedia Act 1998, and shall not use the same for any unlawful, illegal or prohibited purpose(s); and

5.1.7 it shall not adapt, modify, copy, translate, distribute, transmit, display, perform, reproduce, publish, license, transfer, download, post, create derivative works from, framing and using, any contents belonging to CIMB or published by other users on <https://coolerearth.cimb.com/2022/pitch-challenge.html> and the CIMB The Cooler Earth websites.

## **6 Disclaimers by CIMB**

- 6.1 CIMB SHALL NOT BE RESPONSIBLE NOR LIABLE FOR THE CONTENT OR ACCURACY OF ANY INFORMATION OR MATERIAL COMPRISED IN ANY INFORMATION SUBMITTED, TRANSMITTED AND/OR PRESENTED BY THE APPLICANT OR ANY SHORTLISTED PARTICIPANTS PURSUANT TO, FOR THE PURPOSE OF, IN CONNECTION WITH OR DURING THE CHALLENGE.
- 6.2 ANY SELECTION BY CIMB IN RESPECT OF ANY SHORTLISTED PARTICIPANTS OR PROPOSAL SHALL NOT CONSTITUTE ANY ENDORSEMENT, RECOMMENDATION, APPROVAL BY CIMB AND CIMB ACCEPTS NO LIABILITY TO ANY PARTY WHATSOEVER INCLUDING BUT NOT LIMITED TO ANY APPLICANT, SHORTLISTED PARTICIPANT, INVITEE OR ANY OTHER THIRD PARTY.

## **7 General Terms and Conditions**

- 7.1 The Applicant agrees that CIMB's decision on all matters relating to the Challenge (including the selection of the Applicant as Shortlisted Participant) shall be final, conclusive and binding on the Applicants and no further correspondence and/or appeal to dispute CIMB's decision shall be entertained.
- 7.2 The Applicant agree to access <https://coolerearth.cimb.com/2022/pitch-challenge.html> from time to time to view the terms and conditions and ensure to be kept updated on any changes or variation to the terms and conditions. CIMB reserves the right upon giving 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 the all Applicants and CIMB shall be deemed to have notified all Applicants by its display at <https://coolerearth.cimb.com/2022/pitch-challenge.html> or by any other means of notification which CIMB may select and the Revision shall be deemed binding on the date such Revision is posted on <https://coolerearth.cimb.com/2022/pitch-challenge.html>.
- 7.3 Under no circumstances shall CIMB be liable for any loss and/or damage incurred by any party (including without limitation to the loss of income, profits or goodwill whether the same be direct or indirect, incidental, consequential, exemplary or punitive) nor shall CIMB be

liable for any special damages to any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Contest and/or the Prize(s), even if CIMB has been advised of the possibility of such loss and/or damages in advance, and all such loss and/or damages have been expressly excluded.

- 7.4 CIMB reserves the right to disqualify any of the Applicants or Shortlisted Participants for any reason whatsoever as CIMB may in its absolute discretion deem fit to participate in the Challenge.
- 7.5 Eligible Applicants are at all times subject to all applicable terms and conditions as may be stipulated by CIMB in respect of the Challenge including these Terms and the terms of use and access to <https://coolerearth.cimb.com/2022/pitch-challenge.html>.
- 7.6 These Terms are governed by the laws of Malaysia and the Eligible Applicants submit to the jurisdiction of the courts of Malaysia in resolving any disputes arising from or in connection with these Terms and/or the Challenge.