

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 (“**TCF 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. Please note that both our CIMB Group Privacy Policy and TCF Charter may vary slightly for non-customers of CIMB Group as we will not process, market or use your personal information in relation to products and services and will not use your personal information for marketing of products and services.

You are advised that Innogen Sdn Bhd has been engaged for purposes of the physical and online registration and hosting the virtual portion of the Summit. The registration period is from 1st August 2022 until 24th September 2022 (both dates inclusive) and is to be performed by clicking the “Register” button at the cooler earth website at <https://coolerearth.cimb.com/> (“**TCE Website**”). Innogen Sdn Bhd will be using INNVirtual (“**Software**”) for purposes of hosting the virtual portion of the Summit.

Your use of each such TCE Website or service therein is subject to its respective terms of service and privacy policies. Innogen 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 are at <https://www.innogen.com.my/wp-content/uploads/2020/09/privacypolicy.pdf> and <https://www.innogen.com.my/wp-content/uploads/2020/09/termservice.pdf> respectively.

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). For your privacy, you may set your browser not to accept cookies or limit certain information such as geo-location and GeoIP (where applicable). However, it may cause some of the Software features not to function as a result.

By registering for the Summit, you confirm that

- You are an individual aged 18 years and above;
- You consent to CIMB Group Sdn Bhd (“**CIMB**”) 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 the 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. Participants attending the Summit virtually 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. Participants attending the Summit physically may register directly at the registration counter at the physical venue of the Summit.

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. Indicating your interest and registering for a related event(s) under the Summit

As part of the Summit, you acknowledge that there may be related event(s) organized, details as provided at the TCE Website where you may indicate your interest to participate in the same. We may also use cookies at the TCE Website to store your preferences, for further analysis to provide updates to you and to improve our communication of the event(s) under the Summit to you.

The related event(s) may be organized and hosted by third parties and you agree to be governed by any additional terms and conditions stipulated by these third parties in relation to the respective event(s) (where applicable).

As some of the related event(s) require your physical presence at the said event(s), you agree and confirm that even after you have indicated your interest and/or your registration is confirmed and/or accepted, CIMB and/or the respective event(s) partner(s)/ organizer(s) reserve the right to disallow or refuse you and/or the participant or registrant registered by you (“your registrant”) from participating at the related event(s) where:

- you or your registrant is known or suspected to be physically unfit to participate in the event;
- if you provide false information relating to yourself or your registrant;
- you or your registrant do not make the requisite payment (if required);
- you or your registrant fails to meet any of the eligibility or entry requirements as stated in the registration form; or
- you or your registrant have/has flu-like symptoms or fever on the day of the said event.

Your registrant under 18 years of age may only participate in the related event if accompanied by you or a legal guardian.

CIMB and/or the respective event(s) partner(s)/ organizer(s) reserves the right to close or limit the registration for the related events without any notice where the participation quota has been reached

and/or to adhere to the social distancing policies as may be issued internally or by regulatory authorities or governmental bodies from time to time.

You will receive an e-mail confirmation three (3) weeks prior to the actual event if your registration is successful.

For the health and safety of the other participants and registrants, you and/or your registrant will not attend the related event(s) if you and/or your registrant is sick in any way.

You and/or your registrant agree and understand that all registrations or fees processed (if any) are non-refundable and non-transferable even if you and/or your registrant do not participate in the event or in the case if the event is cancelled.

3. 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.

4. 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), venue 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 including but not limited to transportation cost, accommodation costs and financial losses 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.

5. 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.

6. 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.

7. Venue and Special Requirements

Where you choose to physically attend the Summit or the related events at the venue informed by CIMB, the respective event(s) partner(s)/ organizer(s), you must comply with the rules and regulations governing your attendance at the venue. If you bring any property to the venue, you do so at your own risk. CIMB, the respective event(s) partner(s)/organizer(s) are not responsible for any loss and/or damage to such property. If you are using car parking facilities at the venue, you do so entirely at your own risk. CIMB, the respective event(s) partner(s)/organizer(s) do not accept any responsibility for any loss and/or damage resulting from your use of such car parking facilities.

If you have any additional requirements due to a disability, food allergies or for any other reason, please email us at sustainabilityevents@cimb.com as soon as possible and, in any event, 7 days before the start of the Summit.

Where a Summit pass is required to enable entry, you may be required to provide evidence of your identity for your pass to be issued to you. You must keep your Summit pass on at all times during your attendance at the venue and CIMB reserves the right to refuse entry to any participant who fails to produce a pass when requested.

8. Attendance Requirements

You shall:

- observe the rules, policies and procedures of the Summit venue including in relation to health and safety and any reasonable instructions issued by CIMB and/or the management of the Summit venue;
- behave in a respectful, professional and appropriate way that does not breach the laws or regulations of your home country or of the host country or that risks bringing the Summit or CIMB into disrepute;
- ensure you have adequate insurance for your own requirements, including personal accident and travel insurance, prior to attending the Summit; and
- ensure you have all necessary travel documentation, including but not limited to visas and other entry permits into Malaysia where the Summit is held, and that you comply with all health formalities and any applicable laws.

You agree that your travel to and attendance at the Summit is at your own risk and not the responsibility of CIMB. CIMB is not obliged to provide any advice or assistance relating to the obtaining of visas.

9. 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.

10. 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.

11. 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.

12. 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 Terms of Service <https://www.innogen.com.my/wp-content/uploads/2020/09/termservice.pdf>.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Queries

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