

Terms and Conditions

1. Organiser

- 1.1 The Organiser of the Appreciation Concert is Capital Dynamics Sdn Bhd (“Organiser”) with a correspondence address at 16th Floor, Plaza First Nationwide, No. 161, Jalan Tun H. S. Lee, 50000, Kuala Lumpur, Malaysia. The Organiser can also be contacted at marketing@icapital.biz, 03-20702104/2105/1654/1675 (telephone) or 03-20702103 (fax).
- 1.2 The Organiser may seek assistance from its sister companies or Capital Dynamics Group including but not limited to its affiliates, directors, officers or employees with regards to any matters related to the Appreciation Concert.
- 1.3 The Capital Dynamics Group includes:
 - 1.3.1 Capital Dynamics Sdn Bhd;
 - 1.3.2 Capital Dynamics Asset Management Sdn Bhd;
 - 1.3.3 Capital Dynamics (S) Pte Ltd;
 - 1.3.4 Capital Dynamics (Australia) Ltd;
 - 1.3.5 Capital Dynamics Asset Management (HK) Pte Ltd; and
 - 1.3.6 Capital Dynamics Investment Management and Advisory (Shanghai) Co. Ltd.

2. Appreciation Concert Registration

- 2.1 This registration is for attendance to the 30th Anniversary Appreciation Concert by Capital Dynamics. Attendance is subjected to successful registration via <https://appreciationconcert.icapital.biz/> or offline registration form. The Appreciation Concert will be held on 13th April 2019 at Wisma MCA, Kuala Lumpur.
- 2.2 The registration is opened to all Clients of Capital Dynamics Group.
 - a) Clients will be those who are still clients of Capital Dynamics as at Friday, 15th March 2019, including:-
 - Subscribers of *i* Capital (Internet and/or Print version)
 - Shareowners of icapital.biz Berhad
 - Investors of *i* Capital China Fund
 - Investors of *i* Capital International Value Fund
 - Investors of *i* Capital Global Fund
 - Clients of discretionary accounts
- 2.3 The registration shall be subjected to a Commitment Payment fee of RM 100 which will be refunded to clients who turn up for the Appreciation Concert.
- 2.4 Each Client is allowed to bring one Guest (non-client of Capital Dynamics), subject to seat availability and the seating shall be on first come first serve basis. A non-refundable Commitment Payment of RM 100 will be levied on Guests, who at the date of the event, are 13 years old and above while RM 50 will be levied on Guests below 13 years old.

- 2.5 By registering for the Appreciation Concert, you acknowledge that you have read and agreed to accede unconditionally to the Terms and Conditions set out herein.
- 2.6 Registration shall only be done online via this website or offline (whenever applicable). For the purpose of offline registration or if you encounter any problem during this online registration, kindly contact the Organiser at the contact details provided under Clause 1.
- 2.7 Registration is considered successful upon the registrant's receipt of a confirmation email. Registration will be closed once all seats are filled.

3. Payment

- 3.1 All online payment shall be made to the Organiser, Capital Dynamics Sdn Bhd via iPay88 (M) Sdn Bhd.

Offline payment can be made via cheque or direct deposit, payable to

Capital Dynamics Sdn Bhd
Public Bank Acc. No: 3070-52-6434

For offline payment, the registrants are required to furnish the Organiser with the proof of payment.

- 3.2 The Organiser shall be indemnified against any delay or payment issue caused by iPay88 (M) Sdn Bhd, the payment gateway provider.
- 3.3 The Organiser shall not be responsible for any additional charges incurred as a part of banking or credit card charges.
- 3.4 A copy of Tax Invoice and Official Receipt will be forwarded to the registrants as proof of purchase.
- 3.5 The Commitment Payment paid by the Clients will be refunded to Clients within 21 business days after the Event date subject to the accuracy of the details provided. Clients will receive an amount net of any third party processing fee and bank charges.

To facilitate the refund process, kindly provide the details below when you register:-

Full Name as per Bank Account:
Bank Account No.:
Bank Name:

4. Add, Change and/or Cancel

- 4.1 The Organiser may in its sole and absolute discretion add, change and/or cancel the time, date, location and/or venue of the Appreciation Concert at any time before or during the conduct of the Appreciation Concert and if it occurs, you will have no claim for damages or loss of any kind against the Organiser. You will be provided with notification as soon as possibly practicably should there be any changes and/or cancellation to the time, date, location and/venue of the Appreciation Concert.

4.2 Further, the Organiser has an absolute right to refuse entry to anyone, including your guests.

5. Indemnity

The Organiser will not be liable for any injury, damage or loss arising out of or in connection to the Appreciation Concert, and you agree to indemnify and hold the Organiser harmless to the fullest extent permitted by law, from and against any and all claims, loss or damages incurred by you during the Appreciation Concert.

6. Representation

6.1 By completing the registration successfully, you acknowledge that you have read and agreed to the Terms and Conditions set out herein.

6.2 You warrant and represent that you are at least 18 years of age and that all the information provided are true and correct as of the date of completing the registration.

6.3 For those who are below 18 years old, you warrant that you have obtained valid consent from your parents or guardian and that all the information provided are true and correct as of the date of completing the registration.

6.4 You agree to promptly follow all directions given by the Organiser during the Appreciation Concert.

7. Disclaimer

7.1 The material and information contained on this website and/or during the Appreciation Concert are for general information purposes only. You should not rely upon the aforesaid material or information as a basis for making any business, legal or any other decisions. The Organiser makes no representations or warranties of any kind, express or implied about the completeness, accuracy, reliability, suitability or availability with respect to the information, products, services or related graphics contained on the website and during the Appreciation Concert, for any purpose. Any reliance you place on such material is therefore strictly at your own risk.

7.2 The Organiser will not be liable for any false, inaccurate, inappropriate or incomplete information presented on the website and/or at the Appreciation Concert.

7.3 To the extent not prohibited by law, in no circumstances shall the Organiser be liable to you or any other third parties for any incidental or consequential damages and the Organiser assumes no responsibility or liability for any loss or damage suffered by any person (including, without limitation, damage for loss of business or loss of profits) arising directly or indirectly from your use of or inability to use, this site or during the Appreciation Concert either verbally or in writing of any material or information contained.

8. Privacy

8.1 You consent to the Organiser collecting your names and contact particulars, and that of your guests (if applicable) and any other such personal data as may be required from

you for us to properly conduct the Appreciation Concert, public disclosure of your photographs or videos for publicity or commercial purposes, and to the use of your names and contact particulars and that of your guests (if applicable) for any future promotion or marketing efforts by the Organiser and/or the Capital Dynamics Group.

- 8.2 You consent to the Organiser collecting your bank details for the purpose of processing the refund of the Commitment Payment in Clause 3.5.
- 8.3 The Organiser is committed on maintaining the confidentiality of your personal information in accordance to the **Personal Data Protection Act 2010** and undertakes not to reveal any of the information to any third party unless it is strictly for the abovementioned purpose. Except for legal regulatory and compliance purposes, in the event any unavoidable circumstance arises where the Organiser would be required to reveal any of your personal information, the Organiser shall obtain consent from the registrant for such revelation.
- 8.4 The Organiser may disclose your personal data to other companies in Capital Dynamics Group. Capital Dynamics Group will treat your personal data as confidential, in accordance with this Clause and with all applicable data protection legislation and will process such personal data only for the purposes and within the terms set out herein.
- 8.5 When you view this website, the web server may store some data on the computer in the form of a "cookie". If you do not wish to receive cookies, please configure the Internet browser to erase all cookies from the computer's hard drive, block all cookies or to receive a warning before a cookie is stored. If you do not accept cookies, however, you may not be able to use all aspects of this website. Cookies placed on the device may remain stored on the computer or mobile device until they are removed.
- 8.6 The Organiser holds the right to retain the personal information collected from you as long as necessary or for legal regulatory requirements, accounting requirements or for the purpose of protecting the interests of the Organiser.
- 8.7 This website has security measures in place to protect the loss, misuse and alteration of the information under the Organiser's control. For the Internet, unfortunately, no data transmission over the Internet can be guaranteed as completely secure. So while the Organiser strives to protect such personal information, the Organiser is unable to ensure or warrant the security of any personal information transmitted to the Organiser and individuals do so at their own risk. Once any personal information comes into the Organiser's possession, the Organiser will take reasonable steps to protect that information from misuse and loss from unauthorized access, modification or disclosure.
- 8.8 You have the right to access your personal information hold by the Organiser and may request correction for inaccurate, incomplete or misleading data. If you have any questions regarding this Clause or if you wish to request access to their personal information or if you wish to correct their personal information or if you wish to withdraw your consent to the Organiser for the processing of your personal information, you may contact the Organiser at the contact details provided under Clause 1 of this Terms and Conditions.

9. Intellectual Property

The contents of and materials provided as part of the Appreciation Concert are the intellectual property of the Organiser and are for your personal, educational and non-commercial use only. Unless you have obtained the Organiser's prior written consent, you shall not disseminate, redistribute or reproduce the contents and/or materials in any format nor shall you be permitted or enable a third party to do any of these acts on your behalf.

10. Variation

The Organiser reserves the right to vary the terms and conditions of the Appreciation Concerts at any time at its absolute discretion. If the Organiser makes material changes to the Terms and Conditions of the Appreciation Concert, such changes shall be posted on this page and you are encouraged to review this page periodically. The Organiser is not obligated to notify you of the material changes (if any) separately.