

Terms and Conditions for "CIMB Clicks Tap Tap Menang" Campaign

1. The "CIMB Clicks Tap Tap Menang" Campaign ("Campaign") is jointly organised by CIMB Bank Berhad (197201001799 (13491-P)) ("CIMB Bank") and CIMB Islamic Bank Berhad (200401032872 (671380-H)) ("CIMB Islamic Bank"). Every mention of "CIMB" refers to both CIMB Bank and CIMB Islamic Bank.

The Campaign Period

2. The Campaign shall run from 1 May 2020 to 31 July 2020, both dates inclusive ("Campaign Period"). The Campaign Period is further divided into THREE (3) Campaign Month ("Campaign Month") as below:

Campaign Month	Transaction Period
Month 1	1 May 2020 – 31 May 2020
Month 2	1 June 2020 – 30 June 2020
Month 3	1 July 2020 – 31 July 2020

3. CIMB reserves the right upon giving prior notice of not less than fourteen (14) calendar days to change the duration and/or the commencement and/or expiry dates of the Campaign Period.

Eligibility

4. This Campaign is open to all new and existing CIMB Clicks users, except for the categories of persons/entities listed in Clause 5 hereof.
5. The following categories of persons/entities are NOT eligible to participate in this Campaign:
 - I. Permanent, temporary and/or contract staff or employees of CIMB (including its subsidiaries and related companies) and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or
 - II. Representatives and/or agents (including advertising and campaign agents, third party vendors and service providers) of CIMB (including its subsidiaries and related companies) and their permanent, temporary and/or contract staff or employees and the immediate family members (i.e. spouses, children, parents, brothers and sisters) of such representative, agents, staff and/or employees; and/or
 - III. Small medium enterprise/enterprise banking/commercial and corporate customers as determined by CIMB which include but not limited to sole proprietorships, partnerships, public listed companies, private limited companies, charitable/non-profit organisations, societies and professional partnerships; and/or
 - IV. Customers who have been declared bankrupt or wound up or otherwise have legal proceedings of any nature instituted against them; and/or
 - V. Individuals who are of unsound mind; and/or
 - VI. Individuals below the age of eighteen (18) years.

By participating in this Campaign, the participant represents and confirms that he/she does not fall within the categories of persons/entities excluded above.

(The participant who are eligible to participate in this Campaign shall hereinafter be referred to as the "Eligible Participant(s)").

Prizes and Participating Criteria

6. The following prize(s) are available to the winners of this Campaign:

Category	Prize	Number of winners	Number of Campaign Months	Total Winners	Total Cash Pool
Grand Prize	RM100,000 in cash	1 (for the whole Campaign Period)		1	RM100,000
Monthly Special Prize	RM5,000 in cash	20	3	60	RM300,000
Monthly Consolation Prize	RM500 in cash	100	3	300	RM150,000

(the Grand Prize, Monthly Special Prize and Monthly Consolidation Prize shall hereinafter be collectively referred to as the "Prize(s)" and shall be fulfilled by CIMB in the manner stated in Clause 14 hereof)

7. The Eligible Participant(s) may earn an entry or entries ("Entry(ies)") to win the Prize(s) referred to in Clause 6 above by meeting the Participating Criteria listed in the table below and in the manner stated therein via CIMB Clicks website or CIMB Clicks mobile app during the Campaign Period:-

Participating Criteria	Entries
Download CIMB Clicks mobile app and successfully log in to the app for the first time	25
Make any three (3) Eligible Transaction(s) (as defined in the table in Clause 8 hereof) of minimum RM5 for each Eligible Transaction	10
Each DuitNow/QR Pay Transaction of minimum RM5	5

(hereinafter collectively referred to as the "Participating Criteria")

8. For the purposes of these Terms and Conditions:-

"Eligible Transaction(s)"	Description
"Bill Payment"	Successful payment of any bills made via the 'Pay Bill' section in the CIMB Clicks website or the CIMB Clicks mobile app using any of the Eligible Participant(s)' Participating Account(s) (defined in Clause 9 hereof) registered with CIMB for CIMB Clicks online banking facility.
"JomPAY"	Successful payment of any bills or invoices of a JomPAY Biller via the 'JomPAY' section in the CIMB Clicks website or the CIMB Clicks mobile app using any of the Eligible Participant(s)' Participating Account(s) registered with CIMB for CIMB Clicks online banking facility.

"FPX"	Successful payment of any of the FPX Merchant via FPX through CIMB Clicks using any of the Eligible Participant(s)' Participating Account(s) registered with CIMB for CIMB Clicks online banking facility.
"DuitNow"	A successful outward fund transfer to a unique third party's DuitNow ID via 'DuitNow' <u>feature</u> at the 'Pay & Transfer' section in the CIMB Clicks website or CIMB Clicks mobile app for the first time on a particular day. Outward fund transfer to the same third party's DuitNow ID on the same day would not be considered unique. The Eligible Participant(s) must maintain at least one active DuitNow ID linked to the Participating Account(s) until the end of Campaign Period. Switching of DuitNow ID to another financial institution from the commencement date of the Campaign to the date the Prize has been awarded under this Campaign will render all outward fund transfers to be disqualified from being treated as Eligible Transactions and all entries earned shall be forfeited by CIMB.
"QR Pay"	A successful payment to a CIMB registered merchant by scanning a QR codes using the CIMB Clicks mobile app.

9. The Eligible Transaction(s) shall be made using funds pulled from any of the Eligible Participant(s)' CIMB savings or current account/-i, CIMB Credit Card account/-i and/or CIMB Prepaid Card Account registered with CIMB for the purposes of CIMB Clicks online banking facility ("Participating Account(s)").
10. Entries earned by the Eligible Participant(s) during a Campaign Month will only be taken into account for that Campaign Month and cannot be carried forward to the next Campaign Month. However, all entries earned during the Campaign Period will be accumulated for the Grand Prize.
11. The tracking of the Eligible Transaction(s) is based on the transaction dates and time (Malaysian Time) as captured in CIMB's transaction records during the Campaign Period.
12. The Eligible Participant(s) acknowledges and agrees that the determination by CIMB as to whether any particular transaction is qualified as an Eligible Transaction(s) shall be final, binding and conclusive and such determination shall not be challenged in any manner whatsoever.

Winners Selection & Fulfilment of Prize(s)

13. Winners Selection:
 - a. Monthly Special Prize Winners and Monthly Consolation Prize Winners:
 - i. At the end of each Campaign Month, subject to the Terms and Conditions herein, the CIMB's automated system will randomly shortlist a list of potential winners from the pool of Eligible Participant(s) based on the total Entries earned by Eligible Participant(s) within the Campaign Month (collectively known as the "Potential Monthly Winners").
 - ii. The Potential Monthly Winners will be contacted by CIMB via short message service ("SMS") whose mobile numbers are registered with Maxis, Celcom, DiGi or U Mobile telecommunication service providers and maintained in CIMB's records. The Potential

Monthly Winners will be required to answer one (1) question correctly in the fastest time by replying to the said SMS.

- iii. The first TWENTY (20) Potential Monthly Winners who reply to the SMS with the correct answer will be declared as winners of the Monthly Special Prize (collectively known as the "Monthly Special Prize Winner"). The next ONE HUNDRED (100) Potential Monthly Winners who reply to the SMS with the correct answer will be declared as winners of the Monthly Consolation Prize (collectively known as the "Monthly Consolation Prize Winner").

b. Grand Prize Winner:

- i. At the end of the Campaign Period, subject to the Terms and Conditions herein, the CIMB's automated system will randomly shortlist a list of potential winners from the pool of Eligible Participant(s) based on the total Entries earned by Eligible Participant(s) within the entire Campaign Period (collectively known as the "Potential Grand Prize Winner").
- ii. The first Potential Grand Prize Winner on the list shall be contacted via telephone at his/her mobile number maintained in CIMB's records and shall be required to answer two (2) questions correctly before being declared as the winner of Grand Prize ("Grand Prize Winner"). If the Potential Grand Prize Winner is unable to answer the questions correctly or is uncontactable within three attempts i.e. due to reasons such as no answer, mobile number not in service, no connection or any other reasons, such Potential Grand Prize Winner will be disqualified and will not be entitled to win the Grand Prize. The next Potential Grand Prize Winner on the list will then be contacted.
- iii. CIMB has the sole discretion to fix the appointed working day (Monday-Friday) and time (9am-6pm) to make the telephone calls to the Potential Grand Prize Winner. CIMB shall not be held responsible for calls made to the Potential Grand Prize Winner which are (i) not completed or disconnected due to any reasons whatsoever; (ii) not answered or not proceeded with due to the unavailability of the Potential Grand Prize Winner at the appointed date and time and/or due to any other whatsoever reasons. CIMB reserves the right to record these telephone conversations.

The Grand Prize Winner, Monthly Special Prize Winner and Monthly Consolation Prize Winner shall collectively be referred to as the "Winners".

- c. For the avoidance of doubt, all telecommunication charges shall be borne by the Eligible Participant(s) (including roaming charges incurred by the Potential Monthly Winner outside Malaysia) as a result of CIMB contacting them and CIMB shall not be liable for the same.
 - d. It shall be the Eligible Participant(s)' responsibility to ensure their mobile numbers provided are current and updated with CIMB. CIMB shall not be responsible to the Eligible Participant(s) for any loss (including loss of opportunity and consequential loss flowing there from) suffered in the event the Eligible Participant(s)' mobile numbers in CIMB's record are not current or updated.
-

- e. An Eligible Participant is eligible to win a maximum of one (1) Prize only under this Campaign
- f. All question and answer sessions will be judged and decided by a panel of judges selected by CIMB and the decisions of the panel judges selected by CIMB shall be final, binding and conclusive.
- g. CIMB will notify the Winners via electronic communication display at CIMB Clicks website at www.cimbclicks.com.my or via email or via SMS to the Winners' mobile numbers or by any other means of notification, which CIMB may select at its absolute discretion.

14. Prize(s) fulfilment:

- a. The Prize(s) will be credited into the Winner's Participating Account(s) selected by CIMB within twelve (12) weeks after the end of the Campaign Period. CIMB will not entertain any request from the Winner to credit the Prize(s) to the Winner's other CIMB account.
- b. Upon CIMB's request, the Winners shall attend the prize presentation ceremony and/or other publicity programmes as and when required at their own costs and expenses. If any of the Winners fail to attend such ceremony and/or other publicity programmes, CIMB reserves the right to forfeit the Prize(s) of the Winners and select an alternative Winner.
- c. CIMB reserves the right to forfeit the Prize(s) in the event where there is a reversal of payment for the Eligible Transaction.
- d. All costs, fees and/or expenses incurred or to be incurred by the Winners in relation to the Campaign and/or the claiming of the Prize(s) including fees, levies or taxes imposed or to be imposed are the sole liability and responsibility of the Winners.

General Terms and Conditions

- 15. By participating in this Campaign, the Eligible Participant(s) is deemed to have read, understood and agreed to be bound by these Terms and Conditions as well as consented to CIMB processing and disclosing his/her personal data in accordance with the CIMB Group Privacy Notice which can be found at www.cimbbank.com.my or www.cimbislamicbank.com.my and agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Prize(s) to be given away shall be final, binding and conclusive.
- 16. The Eligible Participant(s)' Participating Account(s) (i) MUST NOT be in breach of the Terms and Conditions herein and/or the agreements which govern the Participating Account(s); and (ii) MUST NOT be terminated or closed or be made subject to any attachment, adverse orders made by the Court or any authorities sanctioned by laws, delinquent, and/or be invalid or cancelled as determined by CIMB during the Campaign Period and/or before the fulfilment of the Prize(s), otherwise the Eligible Participant(s) will be disqualified from participating in this Campaign and/or the Prize(s) will be forfeited.
- 17. CIMB reserves the right at its sole discretion to disqualify any Eligible Participant(s) that it determines to be tampering with the entry process, or to be acting in breach or potential breach of these Terms and Conditions.

18. CIMB reserves the right to substitute the Prize(s) with other item(s) of similar cost and/or to extend, shorten, discontinue, cancel, terminate or suspend this Campaign by giving fourteen (14) calendar days' prior notice to the Eligible Participant(s). For the avoidance of doubt, any extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign by CIMB shall not entitle any of the Eligible Participant(s) or any other persons whatsoever to any claim or compensation against CIMB for any losses or damages suffered or incurred by the Eligible Participant(s) as a direct or indirect result of the act of extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign.
19. By participating in this Campaign, the Eligible Participant(s) hereby agree that CIMB shall not in any manner whatsoever be liable or held responsible to the Eligible Participant(s) if CIMB is unable to perform in whole or in part of any of its obligations herein, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, war, strike, riot, any act of God beyond CIMB's control or due to any factor in a nature of a force majeure which is beyond CIMB's reasonable control.
20. CIMB shall not be liable to any Eligible Participant(s) or any party for any loss or damage of whatsoever nature suffered (including but not limited to, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party) howsoever arising, in relation to the participation or non-participation in this Campaign including arising from any non-receipt or delayed receipt by the Eligible Participant(s) of the SMS or email unless the same shall arise from and are caused directly by CIMB's gross negligence or wilful default.
21. CIMB reserves the right upon giving prior notice of twenty-one (21) calendar days to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("Amendments") any of the Terms and Conditions herein. Notification to Eligible Participant(s) in respect of the Amendments shall be effected at CIMB's absolute discretion through any one of the following means of communication, namely, via electronic communication display at CIMB Clicks website (www.cimbclicks.com.my) or CIMB's website where detail provisions regarding the Amendments may be provided in the notice itself or may be provided to the Eligible Participant(s) upon request; or by effecting an advertisement regarding the Amendments in one newspaper of CIMB's choice or by any other means of notification which CIMB may select and the Amendments shall be deemed as binding on the Eligible Participant(s) as from the date of notification of the Amendments or from such other date as may be specified by CIMB in the notification. Eligible Participant(s) acknowledge and agree to access CIMB Clicks website (www.cimbclicks.com.my) or CIMB's website at regular intervals to view the Terms and Conditions of the Campaign and to ensure that they are kept up-to date with any changes or variations to these Terms and Conditions.
22. No compensation in cash or any kind shall be given to the Eligible Participant(s) for any losses or damages suffered or incurred by the Eligible Participant(s) as a direct or an indirect result of such Amendments of the Terms and Conditions herein.
23. These Terms and Conditions (as amended from time to time pursuant to Clause 21) shall prevail over any provisions or representations contained in any other promotional materials advertising this Campaign. These Terms and Conditions are to be read in conjunction with the prevailing terms and conditions of the CIMB Clicks Internet Banking Agreement and the prevailing terms and conditions governing the Participating Account(s) which shall apply in addition to the Terms and Conditions herein.

24. Any query, feedback, concern, issue or complaint by the Eligible Participant(s) pertaining to the Participating Account(s) under CIMB Islamic Bank shall be directed to CIMB Islamic Bank and CIMB Bank shall not be responsible for any matter relating to the Participating Account(s) under CIMB Islamic Bank.
25. These Terms and Conditions shall be subject to the application of any prevailing laws, guidelines, directives, notices, regulations enacted and/or any other written laws or which are issued by Bank Negara Malaysia or any other body having supervisory authority over CIMB in relation to or which are applicable to the Campaign or any matters herein.
26. If there is any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between the Bahasa Malaysia and English version of these Terms and Conditions herein, the English version of these Terms and Conditions shall prevail. Notwithstanding the aforementioned, where a request had been made by the Eligible Participant(s) and noted and acknowledged by CIMB in its records that the Bahasa Malaysia version of the CIMB Clicks Internet Banking Agreement has been selected by the Eligible Participant(s) to govern the operation of the Eligible Participant(s)' use of CIMB Clicks, then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
27. For feedbacks and/or complaints related to this Campaign, the Eligible Participant(s) may contact CIMB's Customer Resolution Unit bearing the following mailing address, email address, telephone and facsimile numbers (or bearing such other mailing address, email addresses, telephone and facsimile numbers which CIMB may change by notification to the Eligible Participant(s)): Customer Resolution Unit, P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan / Tel: 603 6204 7788 / Fax: 603 2691 3248 / Email: cru@cimb.com.