

Terms and Conditions for "CIMB WhatsApp Business Account Soft Launch" Campaign

1. The "CIMB WhatsApp Business Account Soft Launch" Campaign ("Campaign") is jointly organised by CIMB Bank Berhad (13491-P) ("CIMB Bank") and CIMB Islamic Bank Berhad (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 **6 January 2020** to **29 February 2020**, both dates inclusive ("Campaign Period").
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 listed in Clause 5.
5. The following categories of persons 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, 3rd party vendors and service providers) of CIMB (including its subsidiaries and related companies) and their permanent, temporary and/or contract staff or employees and their immediate family members (i.e. spouses, children, parents, brothers and sisters) of such representative, agents, staff and/or employees; and/or
 - III. Individuals below the age of 18 years.

By participating in this Campaign, the participant represents and confirms that he/she is not under the above categories of persons.

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

6. The Eligible Participant(s)'s CIMB Current or Savings accounts, CIMB Credit Card account/-i, CIMB Debit Card account/-i or CIMB Kwik account registered for CIMB Clicks online banking facility will be collectively referred to as the "Participating Accounts".

Qualifying Criteria

7. To participate in this Campaign, an Eligible Participant(s) must fulfill the following criteria in order to stand a chance to win the Prizes as set out in Clause 14 herein ("Qualified Participant(s)");_

- i. The Eligible Participant(s) must first register their participation in the Campaign by initiating a message "Hello CIMB" to CIMB's Malaysia WhatsApp Business Account ("**CIMB Malaysia WhatsApp account**") using their mobile numbers maintained in CIMB's records ("**Participating Mobile Number**") during the Campaign Period;
 - ii. Eligible Participant(s) who send messages from a mobile number that is not maintained in CIMB's records will not be entitled to participate in this Campaign; and
 - iii. Upon successful registration of the participation of Eligible Participant(s) in accordance with Clause 6(i) above, Eligible Participant(s) will receive one (1) question from the CIMB Malaysia WhatsApp account and will need to answer the question correctly by replying using the keyword "WACIMB" <space> <answer> during the Campaign Period. For example: WACIMB True/False. ("**Eligible Entry**")
8. The Eligible Participant(s) can access to the CIMB Malaysia WhatsApp account via any one of the following means:
 - a. Via the campaign banner displayed on CIMB Clicks website www.cimbclicks.com.my
 - b. Via the URL link in any official campaign promotional communication received, such as emails or message via CIMB Clicks mobile app; or
 - c. Via scanning the Quick Response (QR) code displayed on any official campaign promotional communication/materials, such as emails or banner on www.cimbclicks.com.my
 9. Each Eligible Participant may only participate in the Campaign once throughout the Campaign Period. Only the first answer sent by the Qualified Participant(s) and received by CIMB during the Campaign Period will be considered as an Eligible Entry and any subsequent response shall not be taken into account.
 10. The tracking of the Eligible Entry is based on the dates and time (Malaysian Time) as captured in CIMB's records during the Campaign Period.
 11. The Eligible Participant(s) acknowledges and agrees that the determination by CIMB as to whether any particular response qualifies as an Eligible Entry shall be conclusive and shall not be challenged in any manner whatsoever.
 12. 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.
 13. For the avoidance of doubt, all telecommunication/data charges shall be borne by the Eligible Participant(s) (including roaming charges incurred by the Eligible Participant(s) outside Malaysia) as a result of CIMB contacting the Eligible Participant(s) and CIMB shall not be liable for the same.

Prizes

14. The following prizes are available to the winners of this Campaign:

Prize	Number of winners	Total Prize Values
One (1) RM10 Lazada e-vouchers	1,500	RM15,000

15. Subject to the terms and conditions herein, each Eligible Participant(s) is only allowed to win a maximum of one (1) Prize throughout the Campaign Period.
16. The Prizes to be won:
- are provided on an "as is where is" basis;
 - are neither transferable nor exchangeable for cash or credit;
 - cannot be used in conjunction with any other discount, vouchers or promotions unless specified on respective merchant's websites; and
 - may carry their own terms and conditions which shall be read in conjunction with the terms and conditions contained herein. The image of the Prizes shown in any marketing and advertisement materials are for visual purposes only.
17. The Prizes are offered and/or provided solely by the relevant merchant, under such terms and conditions as determined by such merchant and CIMB accepts no liability (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third party) howsoever arising whether in contract, tort, negligence or otherwise in connection with the Prizes, even if CIMB have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
18. 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 Prizes including fees, levies or taxes imposed or to be imposed are the sole liability and responsibility of the winners.
19. By acceptance or receipt of the Prizes, the Eligible Participant(s) agrees to hold harmless CIMB and its affiliates and their respective directors, officers, employees and agents from and against any claim, action, proceeding, judgment, damage, loss, expense or liability suffered by CIMB and its affiliates and their respective directors, officers, employees and agents in connection with such Eligible Participant(s)' participation in the Campaign or receipt, redemption or use of the Prizes. All risks, loss or damage associated with the use of the Prizes shall be assumed by the Eligible Participant(s).
20. CIMB makes no representation or warranty regarding the quality of the Prizes. CIMB will not be responsible for any injury, loss or damage resulting from using the Prizes.
21. CIMB will not entertain any complaint(s) whatsoever in connection with the Prizes. The Prizes have not been certified by CIMB and under no circumstances shall the inclusion of any Prizes in this Campaign be construed as an endorsement or recommendation of the Prizes by CIMB.

Winners Selection & Fulfilment of Prizes

22. At the end of the Campaign Period, subject to the terms and conditions herein, **1,500 winners** will be selected based on pre-determined criteria as follows:
- Every 188th Qualified Participant(s) with Eligible Entry will be the winner ("**Winner**").
- Example:
-

- 188th Qualified Participant(s) with Eligible Entry - First Winner;
- 376th Qualified Participant(s) with Eligible Entry - Second Winner;
- 564th Qualified Participant(s) with Eligible Entry - Third Winner;
- .
- .
- .
- 282,000th Qualified Participant(s) with Eligible Entry - Last Winner.

23. CIMB will notify the Winners via electronic communication display at CIMB's website at www.cimbclicks.com.my or via electronic mail or via WhatsApp to the Winners' mobile numbers or by any other means of notification, which CIMB may select at its absolute discretion.
24. The Winners shall receive their Prizes within twelve (12) weeks after the end of the Campaign Period via electronic mail or via WhatsApp or via SMS according to the Winner's mobile numbers and/or email address maintained in CIMB's record. Winners shall be responsible to ensure that their mobile numbers and/or email address provided are current and updated with CIMB in the event of any changes being made to the same by the Eligible Participant(s). The notification and delivery of the Prizes by CIMB will be based on the Winner's mobile numbers and/or email address maintained with CIMB. CIMB shall not be responsible to the Winners for any loss (including loss of opportunity and consequential loss flowing there from) suffered or for any failure to fulfil the delivery of the Prizes in the event the Winner's mobile numbers and/or email address in CIMB's record is not current or incorrect or not supported by CIMB's system.
25. By participating in this Campaign, the Winners agree and authorise CIMB to disclose their details (including but not limited to name, NRIC number, email address, telephone number) to CIMB's distributor/agent for the purposes of fulfilling the delivery of the Prizes.

General Terms and Conditions

26. 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 Prizes to be given away shall be final, binding and conclusive.
27. 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 Prizes, otherwise the Eligible Participant(s) will be disqualified from participating in this Campaign and/or the Prizes will be forfeited.

28. 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.
29. CIMB reserves the right to substitute the Prizes 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.
30. 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.
31. 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.
32. 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'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.
33. 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.

34. These Terms and Conditions (as amended from time to time pursuant to Clause 32) 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.
35. 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.
36. 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.
37. 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.
38. For feedbacks and/or complaints related to this Campaign, the Eligible Participant(s) may contact CIMB's Customer Resolution Unit bearing the following address, email address, telephone and facsimile numbers (or bearing such other 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.