

## Terms and Conditions Win A Drive Campaign

### The Campaign Period

1. The CIMB Bank – Win A Drive Campaign (“**this Campaign**”) is organized by CIMB Bank Berhad (“**CIMB Bank**”) and shall run from 1<sup>st</sup> May 2018 to 31<sup>st</sup> July 2018, both dates inclusive (“**Campaign Period**”).
2. This Campaign is held in conjunction with the “CIMB Islamic - Win A Drive Campaign” organized by the CIMB Islamic Bank Berhad (“**CIMB Islamic Bank**”). In carrying out the Campaign in conjunction with CIMB Islamic Bank, the Prizes under this Campaign shall come from the same pool of Prizes intended for the campaign organized by CIMB Islamic Bank.
3. CIMB Bank reserves the right to change the duration and/or commencement and/or the expiry dates of the Campaign Period by giving fourteen (14) calendar days prior notice.

### Eligibility

4. This Campaign is open exclusively to all Malaysian citizens of at least 21 years of age who are eligible to apply for CIMB Bank’s Cash Plus Personal Loan (“**CIMB Personal Loan**”) except for the following persons/entities:
  - i. Permanent, contract and/or temporary staff or employees of CIMB Group of 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 Bank (including its subsidiaries and or related companies) and their permanent and/or contract employees and or their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or
  - iii. Any Partnerships, Charitable/Non-profit Organizations/Societies, Corporate and Commercial Customers, public listed companies, private limited companies, clubs, associations and co-operatives.

CIMB Group of Companies means the groups of companies/legal entities of which CIMB Group Holdings Berhad, being the ultimate holding company of CIMB Bank/CIMB Islamic has a controlling interest, directly or indirectly, either by itself or through its subsidiaries.

(hereinafter collectively referred to as the “**Eligible Participant(s)**”).

### Participating Criteria

5. Upon the Eligible Participant(s)’ fulfill the criteria as per Clause 6 herein, Eligible Participant(s) shall be entitled to earn entry/entries (“**Qualifying Entry(ies)**”) in order to stand a chance to win one Prize referred to in Clause 7. The Entry(ies) to be earned by the Eligible Participant(s) is determined based on the channel utilized by the Eligible Participant(s) for his/her CIMB Personal Loan application during the Campaign Period: -

Application Channel	Eligible Loan Disbursed During the	Total Entries Earned
All CIMB Sales channels and CIMB Partners*	Every RM1,000 loan disbursed	1x
*Digital Channel by Self-serve – CIMB Website, CIMB Clicks, CIMB ATM	Every RM1,000 loan disbursed	3x

\*CIMB Partner means CIMB Personal Loan application that originates from participating websites as approved by CIMB Bank from time to time. For avoidance of doubt, CIMB Personal Loan application is considered to originate from CIMB Partner when the applicants click on CIMB Bank's banner in the CIMB Partner's website and gives consent for information to be shared with CIMB Bank for retail marketing consultant to contact them for submission of their CIMB Personal Loan application.

\*Digital Channel by Self-serve is clarify as the following manner: -

- i. the Eligible Participant(s) apply and upload completed documentation via CIMB Bank's website; or
  - ii. the Eligible Participant(s) apply and upload completed documentation via CIMB Clicks; or
  - iii. the Eligible Participant(s) apply via ATM thereafter he/she will be contacted by telemarketing consultant to complete application submission
6. The Eligible Participant(s) must fulfill the following criteria to earn the Qualifying Entry(ies):
- i. the Eligible Participant(s) apply for CIMB Personal Loan during the Campaign Period through any CIMB Bank sales channels as specific in clause 5;
  - ii. CIMB Personal Loan has been approved and fully disbursed within the Campaign Period by CIMB Bank to the Eligible Participant(s)' CIMB Bank/CIMB Islamic Current/Savings account;
  - iii. the Eligible Participant(s) has paid the first instalment of their CIMB Personal Loan **before** the due date.

(hereinafter collectively referred to as "**Participating Criteria**").

## Prizes

7. The following prizes will be made available to the selected winners of this Campaign in accordance to the terms and conditions set out herein:

Prize Category	Prize	Total unit(s) per month	Campaign Month	Total units throughout Campaign Period
Grand Prize(s)	Perodua Myvi 1300 G (Auto)	1	1 <sup>st</sup> May – 31 <sup>st</sup> May 2018	3
		1	1 <sup>st</sup> June –30 <sup>th</sup> June 2018	
		1	1 <sup>st</sup> July –31 <sup>st</sup> July 2018	
Consolation Prize(s)	RM200 Petronas Gift Card	100	1 <sup>st</sup> May – 31 <sup>st</sup> May 2018	300
		100	1 <sup>st</sup> June –30 <sup>th</sup> June 2018	
		100	1 <sup>st</sup> July –31 <sup>st</sup> July 2018	
Total				303

(The prizes stated above are hereinafter collectively referred to as the “**Prize(s)**”

(Each campaign month referred to as the “**Campaign Month**”, collectively the “**Campaign Months**”)

### Winners Selection Process

8. At the end of each Campaign Month, the Eligible Participant(s) who fulfill the Participating Criteria will be randomly shortlisted by an automated selection system from the total Qualifying Entry(ies) earned during the Campaign Period (“**Shortlisted Participant(s)**”) for the following Prize(s): -

**i. Grand Prize(s)**

Subject to the terms and condition herein, the CIMB Bank’s automated system will generate a list of potential winners to be named as the winner to receive the Grand Prize(s) as mentioned in Clause 7 (“**Potential Grand Prize Winner(s)**”). The Potential Grand Prize Winner(s) shall be contacted via telephone at contact number maintained in CIMB Bank’s records within ten (10) weeks after the end of Campaign Month and he/she shall be required to answer two (2) questions correctly before being declared as the Grand Prize Winner. If the first attempt to contact the Potential Grand Prize Winner(s) fails, i.e. due to reason such as no answer, contact number not in service, no connection or any other reasons, another two (2) attempts will be made to call the said Potential Grand Prize Winner(s). Where the third attempt is still unsuccessful, such Potential Grand Prize Winner(s) will be disqualified and will not be entitled to win the respective Grand Prize. The next in-line Potential Grand Prize Winner(s) who were initially drawn based on the list shall then be contacted.

The Potential Grand Prize Winner(s) who successfully answer two (2) questions correctly will be declared as a winner of the Grand Prize(s) (“**Grand Prize Winner(s)**”). CIMB Bank will send a confirmation letter to the Grand Prize Winner(s)’ corresponding address via registered mail within ten (10) weeks after the end of Campaign Period and the Grand Prize Winner(s) shall bring the said confirmation letter to the nearest DMM Sales Sdn Bhd (authorize Perodua dealer) showroom for redemption purpose.

**ii. Consolation Prize(s)**

Subject to the terms and condition herein, the CIMB Bank’s automated system will generate one hundred (100) winners after each Campaign Month to be named as the winner to receive the Consolation Prize(s) as mentioned in Clause 7 (“**Consolation Prize**”

**Winner(s)”).**

The Prize(s) will be delivered to the Consolation Prize Winner(s)' corresponding address via registered mail within ten (10) weeks after the end of Campaign Period. CIMB Bank will not entertain any request from any Consolation Prize Winner(s) to deliver the Prize(s) to any third party address.

9. CIMB Bank 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 Winner(s). CIMB Bank shall not be held responsible for calls made to the Potential Grand Winner(s) which are (i) conversation not completed or phone line disconnected due to any reasons whatsoever; (ii) not answered or not proceeded with due to the unavailability of the Potential Grand Winner(s) at the appointed date and time and/or due to any other whatsoever reasons. CIMB Bank reserves the right to record these telephone conversations.
10. All question and answer session will be witnessed by CIMB Group Internal Auditor and the decision shall be final, binding and conclusive provided always that the decision must appear to be fair and reasonable.
11. It shall be the winner(s) responsibility to ensure their contact numbers and mailing address provided ("**Contact Particulars**") to CIMB Bank are current and updated. In the event there is a change to the Contact Particulars it shall be the responsibility of the Winner(s) to update CIMB Bank of the same. CIMB Bank shall not be responsible to the Winner(s) for any loss (including loss of the opportunity and consequential loss arising there-from) suffered or incurred in the event the Contact Particulars maintained in CIMB Bank's record is not current or correct.
12. A winner shall only be entitled to win and receive a maximum of one (1) Prize only under this Campaign.
13. The Shortlisted Participant(s)' Personal Loan account must be in good standing and must not be delinquent, and/or be invalid or cancelled at the time of Winner(s) selection process, in order to be entitled to the Prize.
14. By participating in this Campaign, the Eligible Participant(s) who win a Prize hereby irrevocably give their consent for CIMB Bank to disclose their name and last 4 digit of NRIC in CIMB Bank website at [www.cimbbank.com.my](http://www.cimbbank.com.my) and CIMB Islamic website at [www.cimbislamic.com.my](http://www.cimbislamic.com.my). In the event the Shortlisted Participant(s) does not consent as aforesaid, CIMB Bank is entitled to disqualify the Shortlisted Participant(s) as a winner and forfeit the Prize thereafter.
15. Save and except for the purchase of Grand Prize(s) which shall be borne by CIMB Bank, the payment of all taxes, insurance and/or all other miscellaneous charges relating to Grand Prize(s) shall be borne by Grand Prizes Winners, if any. CIMB Bank shall NOT be responsible to bear the cost for the road tax, car insurance, cost of transporting the vehicle to the Grand Prizes Winners and/or any other incidental cost.
16. The Grand Prize(s) Winners agree and authorize CIMB Bank to disclose their details (including but not limited to name, NRIC number, telephone number and address) to the distributor/agent who would then contact the Grand Prizes Winners regarding the delivery or redemption of the Grand Prize(s). The Grand Prizes Winners are responsible to make the necessary arrangements with CIMB Bank and/or its distributor/agent to collect or redeem their Grand Prize(s). CIMB Bank will not bear any accommodation

and/or transportation and/or other cost that the winner may incur in the course of redeeming or using the Grand Prize(s). The Grand Prize Winner(s) and the Consolation Prize Winner(s) hereby consent to and agree that CIMB shall be entitled to publish and/or display materials and/or information, including but not limited to the names and photographs of the Grand Prize Winner(s) and the Consolation Prize Winner(s) who win the Grand Prize(s) and/or Consolation Prize(s) for this Campaign for advertising and publicity purposes in any manner it deems appropriate. Non-compliance may result in an alternative winner being chosen.

17. CIMB Bank will not assume any responsibility for the Grand Prize(s), offered under this Campaign. The Grand Prize(s) (where applicable) are offered and/or provided solely by the relevant vendors and providers, under such terms and conditions as determined by such vendors and providers, and CIMB Bank 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 this Campaign and/ or the Prizes unless the same is due to the gross negligence or wilful default of CIMB Bank.
18. The Prizes are non-transferable, non-negotiable, non-exchangeable for cash or credit. CIMB Bank will not entertain any request from the winners to exchange Prizes for cash or a different prize or reward of similar value or any alternatives in any circumstances. CIMB Bank will not entertain any request from the Grand Prize Winner(s) to register the Grand Prize(s) under the third party's name.

#### **General Terms and Conditions**

19. The Eligible Participant(s)' Personal Loan account (i) MUST not be in breach of the terms and conditions governing the CIMB Bank's Cash Plus Personal Loan 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 Bank, otherwise the Eligible Participant(s) will be disqualified from participating in this Campaign and shall not be entitled to win and receive the Prizes.
20. CIMB Bank reserves the right to suspend, cancel, terminate or withdraw this Campaign in whole or part, by giving the Eligible Participant(s) prior notice of fourteen (14) calendar days. For the avoidance of doubt, suspension, cancellation, termination or withdrawal of this Campaign shall not entitle the Eligible Participant(s) to any claim or compensation against CIMB Bank for any losses or damages suffered by the Eligible Participant(s) as a direct or indirect result of the act of suspension, cancellation or termination.
21. By participating in this Campaign, the Eligible Participant(s) is deemed to have read, understood and agreed to be bound by the Terms and Conditions herein and agree that any and all decisions made by CIMB Bank in relation to every aspect of this Campaign shall be final, binding and conclusive provided always that the decision made is fairly and reasonably made.
22. CIMB Bank 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.

23. The Grand Prize(s)' images, props and designs featured in any of the advertising materials including website and all printed materials in relation to this Campaign are for illustration purposes only. Actual models/products/colour may vary. CIMB Bank reserves the right at its sole discretion to determine the colour of the Grand Prize(s). CIMB Bank reserves the right upon giving prior notice of fourteen (14) calendar days to substitute the Prizes offered under this Campaign with any other item(s) of similar cost.
24. CIMB Bank does not warrant that this Campaign shall not be uninterrupted and/or error free. By participating in this Campaign, the Eligible Participant(s) hereby acknowledges and irrevocably agrees that CIMB Bank shall not in any manner whatsoever be liable for any technical failures of any kind, whatsoever intervention, interruption and/or any electronic error arising from this Campaign unless the same arise from and are caused directly by CIMB Bank's gross negligence or willful default.
25. CIMB Bank shall not be liable or held responsible to the Eligible Participant(s) in any manner whatsoever if CIMB Bank is unable to perform any of its obligations stipulated herein where such inability is due directly or indirectly to any Act of God, industrial dispute, war, strike, riot, technical or system failures or anything beyond CIMB Bank's reasonable control.
26. By participating in this Campaign and/or accepting the Prize(s), the Eligible Participant(s) hereby agree and irrevocably and unconditionally undertake to fully absolve CIMB Bank of all liabilities and agrees to indemnify CIMB Bank (on full indemnity basis) and hold CIMB Bank harmless against any claim by any third party and against any loss, damage, cost or expense (including solicitors' fees and cost) that CIMB Bank may suffer or incur as a result of or in connection with this Campaign unless the same arise from and are caused directly by CIMB Bank's gross negligence or willful default.
27. CIMB Bank reserves the right upon giving prior notice of twenty-one (21) calendar days to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("Amendment") any of the Terms and Conditions herein. Notification to Eligible Participant(s) in respect of the Amendment shall be effected at CIMB Bank's absolute discretion through any one of the following means of communication, namely, by posting a notice regarding the Amendment at each of CIMB Bank's branches or via CIMB Bank's website or by any other means of notification which CIMB Bank may select and the Amendment shall be deemed as binding on the Eligible Participant(s) as from the date of notification of the Amendment or from such other date as may be specified by CIMB Bank in the notification. Eligible Participant(s) acknowledge and agree to access CIMB Bank's website at regular intervals to view these Terms and Conditions and to ensure that he/she is kept up-to-date with any changes or variations to the Terms and Conditions herein.
28. 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 amendment, variation, deletion, addition or alteration of the Terms and Conditions herein unless the same is due to the gross negligence and/or wilful default of CIMB Bank.
29. The Terms and Conditions herein as amended from time to time shall prevail over any provisions or representations contained in any other promotional and/ or advertising materials in relation to this Campaign.

30. CIMB Bank accepts no responsibility for any tax implications, goods and services tax, incidental cost and/or any other charges and/or damages caused by any of the Prizes and/or non-fulfillment by any of its agents/distributors. Any tax filing obligation or any tax payment due to any authority or any incidental cost and/or any other charges that may arise as a result of receipt of the Prizes remain the sole responsibility of the winner. It is the responsibility of each winner to seek independent advice on the possible tax implications under this Campaign.
31. If there is any inconsistency, conflict, ambiguity or discrepancy between the Bahasa Malaysia and English version or other language version of these terms and conditions, the English version of these terms and conditions shall prevail. Notwithstanding the aforementioned where request had been made by the Eligible Participant(s) and noted and acknowledged by CIMB Bank in its records that the Bahasa Malaysia version of the terms and conditions shall govern the CIMB Bank's Cash Plus Personal Loan, then the Bahasa Malaysia version of the terms and conditions herein shall prevail.
32. For feedbacks and/or complaints related to this Campaign, the Eligible Participant(s) may contact may contact CIMB Bank Customer Resolution Unit bearing the following address, telephone and facsimile numbers (or bearing such other address, telephone and facsimile numbers which CIMB Bank may change by notification to the Eligible Participant(s)):
- Customer Resolution Unit,  
Level 19, Menara Bumiputra-Commerce, 11 Jalan Raja Laut, 50350 Kuala Lumpur  
Tel: 03 6204 7788  
Fax: 03 2691 3248  
Email: [cru@cimb.com](mailto:cru@cimb.com)