

**JomPAY Nationwide Campaign
Additional Terms and Conditions**

This Additional Terms and Conditions shall be read together with the Promotion Terms and Conditions which is available at www.jompay.com.my.

1. Every mention of “**CIMB**” refers to CIMB Bank Berhad (13491-P).

Campaign Period

2. The JomPAY Nationwide Campaign (“**this Campaign**”) shall run from 23rd April 2018 to 30th September 2018, both dates inclusive (“**Campaign Period**”).

Eligibility

3. This Campaign is open to all users of CIMB Clicks website at www.cimbclicks.com.my (“**CIMB Clicks website**”) or CIMB Clicks mobile app or CIMB EVA mobile app except for the following persons/entities who shall NOT be eligible to participate in this Campaign:
 - (i) Permanent and/or temporary 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 and/or temporary staff or employees and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or
 - (iii) Partnerships, charitable/non-profit organizations/societies, corporate and commercial customers, public listed companies, private limited companies, clubs, associations and co-operatives; and/or
 - (iv) Individual below the age of eighteen (18) years(hereinafter collectively referred to as the “**Eligible Participants**”).

Campaign Prizes & Participating Criteria

4. The following prizes are available to the selected winners of this Campaign for each campaign duration (“**Campaign Duration**”):

Campaign Duration	Special Prize	Number of winners
23 rd April 2018 – 31 st July 2018	RM50 cash back	500
1 st August 2018 – 30 th September 2018	RM50 cash back	500

- During the Campaign Duration, the Eligible Participants may earn and accumulate an entry or entries (“**Entry**” or “**Entries**”, as the case may be) to stand a chance to win the Special Prize(s) referred to in Clause 4 by performing the transaction(s) listed in the table below in the manner stated therein via the platform of JomPAY in CIMB Clicks website or CIMB Clicks mobile app or CIMB EVA mobile app:-

Participating Criteria	Number of Entry
Perform JomPAY payment (defined herein)	1X

(hereinafter referred to as the “**Eligible Transaction**”)

- All the Entries earned during each Campaign Duration will only be taken into account to stand a chance to win the Special Prize during that Campaign Duration and shall not be brought forward to the next Campaign Duration.
- For the purposes of these Terms and Conditions, “**JomPAY Payment**” under this Campaign shall mean payment transaction made by the Eligible Participants by logging into CIMB Clicks website or CIMB Clicks mobile app or CIMB EVA mobile app to perform the payment via the platform of JomPAY at the ‘**Pay & Transfer**’ section available on CIMB Clicks website and CIMB Clicks mobile app and at the ‘**JomPAY**’ section available on CIMB EVA mobile app using any of the Eligible Participants’ CIMB or CIMB Islamic Current or Savings accounts, CIMB Credit Card account, CIMB Debit Card account, CIMB Kwik Account or CIMB Lazada Prepaid Mastercard account registered with CIMB for CIMB Clicks online banking facility. Any other electronic payments made via other online payment options including the option of Bill Payment not via the platform of JomPAY and the FPX Online Payment Gateway shall not be treated as “**JomPAY Payment**” under this Campaign.
- The tracking of the Eligible Transaction is based on the transaction dates and time (Malaysian Time).
- The Eligible Participants acknowledge and agree that the determination by CIMB as to whether any particular transaction qualifies as an Eligible Transaction shall be conclusive and shall not be challenged in any manner whatsoever.

Winners Selection Process

- At the end of the Campaign Period, the Eligible Participants who have earned Entry or Entries (as the case may be) under a particular Campaign Duration shall be randomly shortlisted by an automated selection system from the total number of Eligible Participants within that Campaign Duration (“**Shortlisted Participants**”).
- The Shortlisted Participants are required to answer one (1) question correctly by replying to the short message service (“**SMS**”) sent by CIMB to the Shortlisted Participants’ mobile numbers registered under the telecommunication service provider of Maxis, Celcom, DiGi, U Mobile, Tune Talk, Webe or XOX and maintained in CIMB’s record. The first five hundred (500) Shortlisted Participants to respond with the correct answer will be declared as the Special Prize Winner (“**Special Prize Winner**”) under that Campaign Duration.

12. For the avoidance of doubt, only the Shortlisted Participant's first answer received by CIMB will be taken into account. The deadline (i.e. date and time) to answer the question will be specified in the SMS. In the event any Shortlisted Participants fail to answer the question correctly or did not reply within the given deadline or is not contactable for any reasons whatsoever, that Shortlisted Participant will be disqualified or eliminated from standing a chance to win the Special Prize under that Campaign Duration. CIMB shall not be liable in any way whatsoever in the event any Shortlisted Participants cannot be contacted for whatever reason(s).
13. For the avoidance of doubt, standard telecommunications charges for the SMS reply will apply and shall be borne by the Shortlisted Participants.
14. 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 and binding.
15. Each Eligible Participant shall only be entitled to win a maximum of one (1) Special Prize only under this Campaign.
16. The Eligible Participants' CIMB or CIMB Islamic Current or Savings accounts, CIMB Credit Card account, CIMB Debit Card account, CIMB Kwik Account or CIMB Lazada Prepaid Mastercard account (i) MUST not be in breach of the terms and conditions governing CIMB or CIMB Islamic Current or Savings accounts, CIMB Credit Card account, CIMB Debit Card account, CIMB Kwik Account or CIMB Lazada Prepaid Mastercard account 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 or invalid or cancelled as determined by CIMB during the Campaign Period and/or before the crediting of the Special Prize, otherwise the Eligible Participants will be disqualified from participating in this Campaign and/or the Special Prize will be forfeited.
17. Eligible Participants shall be responsible to ensure that their mobile numbers provided are current and updated with CIMB. CIMB shall not be responsible to the Eligible Participants for any loss (including loss of opportunity and consequential loss flowing there from) suffered in the event the Eligible Participants' mobile number in CIMB's record is not current or correct.
18. CIMB will notify the Special Prize Winners via electronic communication display at CIMB Clicks website or via electronic mail or via SMS to the Special Prize Winners' mobile numbers or by any other means of notification which CIMB may select ("**Notification**").
19. The Special Prize Winners of each Campaign Duration shall receive the Special Prize within 8 to 10 weeks after the end of the Campaign Period. The Special Prize will be credited into the Special Prize Winners' CIMB or CIMB Islamic Current or Savings accounts, CIMB Credit Card account, CIMB Kwik Account or CIMB Lazada Prepaid Mastercard account.
20. The Special Prize is not exchangeable for physical cash or credit of any kind.

General Terms and Conditions

21. By participating in this Campaign, the Eligible Participants are deemed to have read, understood and agreed to be bound by these Terms and Conditions as well as consented

to CIMB processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice which can be found at www.cimbbank.com.my and agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Special Prize to be given away and the determination of the Special Prize Winners, shall be final, binding and conclusive.

22. CIMB reserves the right at its sole discretion to disqualify any Eligible Participant 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. CIMB reserves the right to substitute the Special 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 Participants. 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 Participants or any other persons whatsoever to any claim or compensation against CIMB for any losses or damages suffered or incurred by the Eligible Participants as a direct or indirect result of the act of extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign.
24. By participating in this Campaign, the Eligible Participants hereby agree that CIMB shall not in any manner whatsoever be liable or held responsible to the Eligible Participants 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.
25. CIMB shall not be liable to any Eligible Participants 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 Participants of the SMS unless the same arise from and are caused directly by CIMB's gross negligence or wilful default.
26. 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) ("**Amendment**") any of the Terms and Conditions herein. Notification to Eligible Participants in respect of the Amendment 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 or via electronic mail or via SMS to the Eligible Participants' mobile numbers or by effecting an advertisement regarding the Amendment in one newspaper of CIMB's choice or by any other means of notification which CIMB may select and the Amendment shall be deemed as binding on the Eligible Participants upon the expiry of the notice period stated in this Clause or from such other date as may be specified by CIMB in the notification. Eligible Participants acknowledge and agree to access CIMB Clicks website at regular intervals to view these Terms and Conditions and to ensure that they are kept up-to-date with any changes or variations to these Terms and Conditions.

27. No compensation in cash or any kind shall be given to the Eligible Participants for any losses or damages suffered or incurred by the Eligible Participants as a direct or an indirect result of such Amendment of the Terms and Conditions herein.
28. These Terms and Conditions (as amended from time to time pursuant to Clause 26) 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 terms and conditions governing CIMB Islamic Current or Savings account and/or CIMB card or account which shall apply in addition to the Terms and Conditions herein.
29. By acceptance or receipt of a Special Prize, the Special Prize Winner 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 Special Prize Winner's participation in this Campaign or receipt, redemption or use of the Special Prizes. All risks, loss or damage associated with the use of the Special Prizes shall be assumed by the Special Prize Winners.
30. CIMB accepts no responsibility for any tax implications that may arise from the Special Prizes or the use thereof. Any tax filing obligation or any tax payment due to any authority as a result of receipt of the Special Prizes remain the sole responsibility of the Special Prize Winner. It is the responsibility of each Special Prize Winner to seek independent advice on the possible implications this may have on his/her own financial situation.
31. CIMB reserves the right to publish or display the name, picture and city of residence of any Special Prize Winner for advertising and publicity purposes in any manner it deems appropriate. By participating in this Campaign, the Special Prize Winner hereby consents to and agrees that CIMB shall be at liberty to publish and/or display materials and/or information, including but not limited to the name, photos and city of residence of the Special Prize Winner without compensation for advertising and publicity purposes. Non-compliance may result in an alternative Special Prize Winner being chosen.
32. Any query, feedback, concern, issue or complaint by the Eligible Participants pertaining to the Current or Savings account under CIMB Islamic Bank shall be directed to CIMB Islamic Bank and CIMB shall not be responsible for any matter relating to the Current or Savings account under CIMB Islamic Bank.
33. 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 this Campaign or any matters herein.
34. 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 request had been made by the Eligible Participants and noted and acknowledged by CIMB in its records that the Bahasa Malaysia version of these

Terms and Conditions has been selected by the Eligible Participants to govern the operation of this Campaign, then the Bahasa Malaysia version of these Terms and Conditions shall prevail.

35. For feedbacks and/or complaints related to this Campaign, the Eligible Participants may contact CIMB's Customer Resolution Unit bearing the following address, telephone and facsimile numbers (or bearing such other address, telephone and facsimile numbers which CIMB may change by notification to the Eligible Participants): Customer Resolution Unit, Level 19, Menara Bumiputra-Commerce, 11, Jalan Raja Laut, 50350 Kuala Lumpur /Tel: 603-6204 7788/Fax: 603-2691 3248/Email: cru@cimb.com.

These Terms and Conditions and the Promotion Terms and Conditions shall be binding on all Eligible Participants. The definitions in the Promotion Terms and Conditions shall apply unless otherwise expressly stated in these Terms and Conditions. In the event of any inconsistency between these Terms and Conditions and the Promotion Terms and Conditions, the Promotion Terms and Conditions shall prevail to the extent of such inconsistency. Entry and participation in the Promotion shall be deemed an unconditional acceptance by the Eligible Participants of these Terms and Conditions and the Promotion Terms and Conditions.