

# CIMB CLICKS RODA RAYA 2021

## TERMS AND CONDITIONS

1. The “**CIMB Clicks Roda Raya 2021**” Campaign (“**Campaign**”) is jointly organised by CIMB Bank Berhad (Registration No: 197201001799 (13491-P)) (“**CIMB Bank**”) and CIMB Islamic Bank Berhad (Registration No: 200401032872 (671380-H)) (“**CIMB Islamic Bank**”). Every mention of “**CIMB**” herein refers to CIMB Bank and CIMB Islamic Bank collectively.

### Campaign Period

2. The Campaign shall run from **16:00 hours (GMT+8) on 15 April 2021 to 23:59 hours (GMT+8) on 31 May 2021**, 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 users of CIMB Clicks mobile app, except for the categories of persons/entities listed in **Clause 5** hereof (“**Participants**”).
5. The following categories of persons/entities shall **NOT** be eligible to participate in this Campaign:-
  - (a) 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
  - (b) Customers who have been declared bankrupt or wound up, or otherwise have legal proceedings of any nature instituted against them; and/or
  - (c) Individuals of unsound mind; and/or
  - (d) 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 Participants who are eligible to participate in this Campaign shall hereinafter be collectively referred to as the “**Eligible Participant(s)**”.

### Prizes

6. The following prizes are available to the selected winners of this Campaign:-

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Campaign Period	Description of Prizes	Number of e-vouchers
15 April 2021 – 31 May 2021	RM10 LAZADA e-voucher	7,000 units
	RM3 Food Panda e-voucher	10,000 units

*(the RM10 LAZADA and RM3 Food Panda e-vouchers shall collectively be referred to as the “Prizes”)*

### Participating Criteria

7. The Eligible Participant(s) may earn an entry to spin the Roda Raya (“**Roda Raya Entry**”) to stand a chance to win the Roda Raya Prize referred to in **Clause 6** above by performing the transactions listed in the table below during the Campaign Period and in the manner stated therein:-

Participating Criteria	Roda Raya Entry
Perform any three (3) Eligible Transactions as defined in <b>Clause 8</b> hereof with a minimum of RM7 for each transaction via (a) CIMB Clicks mobile app; <b>and/or</b> (b) CIMB Clicks online banking portal.	1

8. For the purpose of these Terms and Conditions, the expression of “**Eligible Transaction(s)**” is defined as follows:-

Type of Eligible Transaction(s)	Description
<b>Bill Payment</b>	Successful payment of any bills at the prescribed sum made via the ‘Pay Bill’ section in the (a) CIMB Clicks mobile app; <b>and/or</b> (b) CIMB Clicks online banking portal, using any of the Eligible Participant(s)’ Participating Account(s) (defined in <b>Clause 9</b> hereof).
<b>JomPAY</b>	Successful payment of any bills or invoices of a JomPAY Biller at the prescribed sum via the ‘JomPAY’ section in the (a) CIMB Clicks mobile app; <b>and/or</b> (b) CIMB Clicks online banking portal, using any of the Eligible Participant(s)’ Participating Account(s).
<b>FPX</b>	Successful payment to any of the FPX merchants via FPX through CIMB Clicks using any of the Eligible Participant(s)’ Participating Account(s) registered with CIMB for CIMB Clicks online banking portal.
<b>DuitNow</b>	Successful outward fund transfer at the prescribed sum to a third party’s DuitNow ID via ‘DuitNow’ feature at the ‘Pay & Transfer’ section in the (a) CIMB Clicks mobile app; <b>and/or</b> (b) CIMB Clicks online banking portal. The Eligible Participant(s) must maintain at least one

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	(1) 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 Period to the date the Prize is awarded will render all outward fund transfers during such period to be disqualified from being treated as Eligible Transactions and all Roda Raya Entries earned shall be forfeited automatically by CIMB without notice.
<b>Top Up</b>	Successful prepaid reload transaction made via the 'Top Up' section in (a) CIMB Clicks mobile app; <b>and/or</b> (b) CIMB Clicks online banking portal using any of the Eligible Participant(s)' Participating Account(s) registered with CIMB for CIMB Clicks online banking facility.
<b>QR Pay</b>	Successful payment at the prescribed sum to any of the registered merchants by scanning the designated DuitNow QR codes by way of the CIMB Clicks mobile app using any of the Eligible Participant(s)' Participating Account(s).

9. The Eligible Transaction(s) shall be made using funds from any of the Eligible Participant(s)' CIMB savings account/-i, CIMB 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. The tracking of the Eligible Transaction is based on the transaction dates and time (Malaysian Time) as captured in CIMB's transaction records during the Campaign Period.
11. The Eligible Participant(s) acknowledges and agrees that the determination by CIMB as to whether any particular transaction is qualified to be an Eligible Transaction shall be final, binding and conclusive and such determination shall not be challenged in any manner whatsoever.

### Winners Selection

12. The Eligible Participant(s) who have earned a Roda Raya Entry will receive a push notification from CIMB via CIMB Clicks mobile app to answer one (1) simple question ("**Q&A**") to unlock their chance to spin the Roda Raya. If the Eligible Participant(s) answers the Q&A correctly, he/she will be entitled to click on the "Play Now" button to spin the Roda Raya via the "Challenge" section in the CIMB Clicks mobile app. If the Eligible Participant(s) fails to answer the Q&A correctly, the Roda Raya entry earned will be deemed lapse.

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13. The Prizes will be awarded to the Eligible Participant(s) who spun the Roda Raya and be selected randomly by the CIMB's automated system to be the winner of this Campaign (collectively the "**Prize Winner**"), until all of the Prizes have been awarded or the end of the Campaign Period, whichever is earlier.
14. For the Eligible Participant(s) who is new to CIMB Clicks mobile app, it will take seven (7) working days for the Eligible Transaction to be reflected in the "Challenge" progress in the CIMB Clicks mobile app. The Eligible Participant(s) may then unlock their chance to spin the Roda Raya in the manner stated in **Clause 12** above.
15. An Eligible Participant(s) is eligible to win up to two (2) LAZADA and/or Food Panda e-vouchers throughout the Campaign Period.

### **Prize Fulfilment**

16. CIMB will notify the Winners via CIMB Clicks website at [www.cimbclicks.com.my](http://www.cimbclicks.com.my) or via CIMB Clicks App or by any other means of notification, which CIMB may select at its absolute discretion.
17. Prize(s) fulfilment:
  - (a) The selected Winners will receive the Prizes in real time immediately after the spinning of the Roda Raya in the form of an e-voucher code. Winner(s) may also retrieve the e-voucher code from the "Challenge" section in the CIMB Clicks App.
  - (b) The Prizes are offered and/or provided solely by the relevant provider, under such terms and conditions as determined by such provider 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 in connection with the Prizes, even if CIMB have been advised of the possibility of such damages, if any, in advance, and all such damages are expressly excluded.
  - (c) The Prizes must be redeemed within the stipulated validity period by the Winners, failing which the Prizes maybe forfeited by the relevant provider automatically without notice and the Winners will not be eligible to redeem the e-voucher and CIMB has no obligation to replace such e-voucher to the Winner at any circumstances.
  - (d) To the fullest extent permitted by law, CIMB expressly excludes and disclaims any representations, warranties or endorsement, express or implied, written or oral, of

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the Prizes. CIMB will not be responsible for any loss or damage resulting from using the Prizes.

- (e) CIMB will not entertain any complaint(s) whatsoever in connection with the Prizes. The inclusion of the Prizes in this Campaign shall not be construed as an endorsement or recommendation of the same by CIMB. CIMB's liability with regard to the Prizes is only to pay for the price of the same to the relevant provider.
- (f) CIMB reserves the right to forfeit the Prize(s) in the event where there is a reversal of payment for the Eligible Transaction.
- (g) 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.
- (h) By acceptance or receipt of the Prize, 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 in connection with such Eligible Participant(s):-
  - (i) participation in the Campaign; or
  - (ii) receipt, redemption or use of the Prize.All risks, loss or damages associated with the use of the Prize shall be assumed by the Eligible Participant(s).

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- 18. CIMB reserves the right to publish or display the name, photos and city of residence of any Winner for advertising and publicity purposes in any manner it deems appropriate. By participating in this Campaign, the 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 Winner without compensation for advertising and publicity purposes. Non-compliance may result in an alternative Winner being chosen.
- 19. By participating in this Campaign, the Eligible Participant(s) 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.cimb.com.my](http://www.cimb.com.my) and agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Prize to be given away shall be final, binding and conclusive.

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20. The Eligible Participant(s)' accounts with CIMB (i) MUST not be in breach of the terms and conditions governing the accounts with CIMB 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 crediting or fulfilment of the Prize, otherwise the Eligible Participant(s) will be disqualified from participating in this Campaign and/or the Prize will be forfeited.
21. 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.
22. 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.
23. 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.
24. 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 unless the same shall arise from and are caused directly by CIMB's gross negligence or wilful default.
25. 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 Participant(s) 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

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CIMB Clicks website at [www.cimbclicks.com.my](http://www.cimbclicks.com.my) or CIMB's website at [www.cimb.com.my](http://www.cimb.com.my) where detail provisions regarding the Amendment 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 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 Participant(s) as from the date of notification of the Amendment 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 and/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.

26. 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.
27. These Terms and Conditions (as amended from time to time pursuant to **Clause 25** above) 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 Eligible Participants' accounts with CIMB which shall apply in addition to the Terms and Conditions herein.
28. Any query, feedback, concern, issue or complaint by the Eligible Participant(s) pertaining to the Eligible Participant(s)' accounts under CIMB Islamic Bank shall be directed to CIMB Islamic Bank and CIMB Bank shall not be responsible for any matter relating to the Eligible Participant(s)' accounts under CIMB Islamic Bank.
29. 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.
30. 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 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.

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31. For feedbacks and/or complaints related to this Campaign, the Eligible Participant(s) may contact CIMB's Customer Resolution Unit bearing the following mailing and email addresses and telephone and facsimile numbers (or bearing such other mailing and email addresses and telephone and facsimile numbers which CIMB may change by notification to the Eligible Participant(s)): Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Tel: +603 6204 7788 / Fax: +603 2691 3248 / Email: [cru@cimb.com](mailto:cru@cimb.com).