

## TERMS AND CONDITIONS

### CIMB BANK “Reward for Online Application for Credit Card” Campaign

#### Campaign Period

1. The CIMB Bank “Reward for Online Application for Credit Card” Campaign (“**this Campaign**”) is organized by CIMB Bank Berhad (13491-P) (“**CIMB Bank**”) and shall run from 1<sup>st</sup> June 2019 to 31<sup>st</sup> July 2019, both dates inclusive (the “**Campaign Period**”).
2. CIMB Bank reserves the right upon giving prior notice of fourteen (14) days to change the duration and/or the commencement and/or expiry dates of the Campaign Period.

#### Eligibility

3. This Campaign is open exclusively to New-to-Card Applicants (customers who do not own a credit card issued by CIMB Bank) who applies for new CIMB Bank principal credit card(s) issued by CIMB Bank, (excluding CIMB Bank Business Cards, Affinity Cards and Partner Cards) via CIMB Bank Website (“[www.cimbbank.com.my/](http://www.cimbbank.com.my/)”) and CIMB Clicks during the Campaign Period (**the “Applicant(s)”**);

The following categories of persons/entities shall NOT be eligible to participate in this Campaign:-

- (i) Individuals below the age of 21 years at the time of application.
  - (ii) Permanent and/or temporary staffs or employees of CIMB Bank (including its subsidiaries and related companies) and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or
  - (iii) Representatives and/or agents (including advertising and campaign agents, third party vendors and service providers) of CIMB Bank (including its subsidiaries and related companies) and their permanent and/or contract staffs or employees and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or
  - (iv) Non-individual entities including but not limited to sole-proprietorships, partnerships, charitable/non-profit organisations/societies, corporate and commercial customers, public listed and private limited companies, clubs, associations and co-operatives; and/or
  - (v) An existing CIMB Bank principal credit cardholder; and/or
  - (vi) A customer who had cancelled his/her CIMB Bank principal credit card within six (6) months before the date of application and is re-applying for any CIMB Bank principal credit card under this Campaign
4. Only the principal cardholder (and not the supplementary cardholder) will be eligible to participate in this Campaign.

## Participating Criteria

5. The Applicant(s) shall be entitled to a (“Gift”) if
  - (i) The Applicant(s) submits complete application for any CIMB Bank principal credit card via online channel at CIMB Bank Website or CIMB Clicks during the Campaign Period. For clarity purpose, complete application refers to the complete submission of CIMB Bank principal credit card application by the Applicant including the upload of the supporting document(s), i.e. income document via digital form at CIMB Bank Website and/or CIMB Clicks; AND
  - (ii) The principal credit card must be successfully approved by CIMB Bank before 21<sup>st</sup> August 2019 and the credit card must be activated within sixty (60) days from the Card Approval Date; AND
  - (iii) The Applicant(s) achieves a minimum Eligible Cumulative Retail Spending (as defined under Clause 9 of these Terms and Conditions) of RM2,000 (“**Minimum Eligible Cumulative Retail Spending**”) within sixty (60) days from the Card Approval Date.

Hereinafter collectively referred to as the “**Eligible Participant**”.

6. A total of one hundred fifty (150) units of Nescafe Dolce Gusto Piccolo will be given out under this Campaign to the Eligible Participants during the Campaign Period.
7. Upon satisfying the Participation Criteria, an Eligible Participant stands to receive a maximum of one (1) unit of Nescafe Dolce Gusto Piccolo per Eligible Participant on first-come, first-served basis, throughout the Campaign Period.
8. If the Eligible Participant holds more than one CIMB Bank principal credit card, the retail spending made by using each CIMB Bank principal credit card will be combined to meet Minimum Eligible Cumulative Retail Spending.
9. “Eligible Cumulative Retail Spending” stated in Clause 5 above includes purchase transactions for goods and services including online purchases for goods and services and incurred for personal consumption and shall not include betting or gaming transactions. For avoidance of doubt, the following transactions are also herein expressly excluded and shall not be regarded as “Eligible Cumulative Retail Spending”:-
  - (i) Quasi Cash transactions – (example: betting and/or gaming transactions);
  - (ii) Monthly installments under any installment payment facility provided by CIMB Bank or any other financial institutions or funds transfer from other Financial Institutions;
  - (iii) Payment of annual fees or service charges, delivery charges, cash payments, card replacement fees, dispute charges, fraud charges or any other fees, charges or penalties whether imposed by CIMB Bank or otherwise;
  - (iv) Cash advance/withdrawal/deposit transactions;
  - (v) Transactions made by the eligible participant with any merchant associated with or controlled by him/her or any of his/her immediate family members (whether as employee, employer, shareholder or director), i.e. transactions by the eligible participant with any corporation or business entity in which he is and/or any one of his family members is the employee or employer, or works with, or has shares or interest in, or is a director of; and
  - (vi) Eligible Cumulative Retail Spending which is subsequently cancelled or refunded, or any other disputed, unauthorized or fraudulent transactions.

10. All Eligible Cumulative Retail Spending transactions will be automatically tracked by CIMB Bank for the purpose of meeting the Minimum Eligible Cumulative Retail Spending and is based on the transaction dates and/or time (Malaysian Time) as captured by CIMB Bank's transaction records during the Campaign Period. CIMB Bank's determination as to what constitutes Eligible Cumulative Retail Spending shall be conclusive unless the same appears as grossly unfair or unjust.
11. CIMB Bank shall not be held responsible or liable for any delay in the posting of the Eligible Cumulative Retail Spending to the eligible participant's credit card account and/or error or omission in the posting of the same due to any reasons whatsoever and howsoever arising including but not limited to the delay on the part of the merchant unless the same is due to the gross negligence and/or default of CIMB Bank. CIMB Bank shall not be responsible for any failure and/or delay in the transmission of evidence of sales transactions by Visa, MasterCard, merchant establishments or any other party unless the same is due to the gross negligence or default of CIMB Bank.

#### **Gift**

12. The Eligible Participant(s) under this Campaign will be receive a notification via cover letter with the Gift informing Eligible Participant(s) that the Gift is a reward to them for meeting the Participating Criteria under the Campaign.
13. Subject to terms and conditions herein, the Gift will either be delivered to the Eligible Participant's mailing address based on CIMB Bank's record via mail or to the Eligible Participants' phone number/ e-mail address based on CIMB Bank's record within fourteen (14) weeks after the end of the Campaign Period. CIMB Bank will not entertain any request from any Eligible Participant to deliver the Gift to any third party.
14. In the event that any Gift awarded to and received by person(s) who:
  - a) Are not an Eligible Participant in the Campaign; or
  - b) Are an Eligible Participant but has committed fraudulent or wrongful acts in relation to their Credit and/or any transactions made thereof;CIMB Bank reserves the right to disqualify such person(s) from participating in the Campaign. The Gift shall stand forfeited.
15. Gift under this Campaign is provided on an "as is" basis and is neither transferable nor exchangeable for cash or credit of any kind. Where applicable, the Gift shall be subject to the terms and conditions of the supplier, manufacturer and/or merchant of the relevant Gift which terms and conditions are separate from CIMB Bank's terms and conditions governing this Campaign.
16. The Eligible Participants' CIMB Card account must be valid and/or activated, MUST be in good standing as so determined by CIMB Bank at its discretion to be eligible for participation during and after the Campaign and/or for winning of the Gift. If, at any time during the Campaign Period, the Eligible Participant cancels the CIMB Card for any reason whatsoever, his/her participation in the Campaign becomes null and void with immediate effect. The Eligible Participants' CIMB Card account MUST NOT be in breach of any of the terms and conditions in CIMB Cardholder Terms and Conditions and/or CIMB Clicks Internet Banking Agreement and MUST NOT be invalid, cancelled or terminated within CIMB Bank's definition at the point of delivering the Gift otherwise the Eligible Participant will be disqualified from receiving the Gift shall not be entitled to any compensation.
17. For avoidance of doubt, supplementary credit cardholders are not entitled to the Gift under this Campaign.

18. To the fullest extent permitted by law, CIMB Bank expressly excludes and disclaims any representations, warranties or endorsement, implied or express, written or oral, of the Gift and will not assume any responsibility for the Gift offered under this Campaign. CIMB Bank will not entertain any complain whatsoever in connection with the Gift.
19. The Gift are offered and/or provided solely by the relevant vendors/providers, under such terms and conditions as determined by such vendors/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, or otherwise in connection with the Gift, even if CIMB Bank have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
20. Any complaint(s) in connection with the Gift shall be referred to the supplier/vendor as notified by the Bank as the Gift has not been certified by CIMB Bank and under no circumstances shall the inclusion of any Gift in this Campaign be construed as an endorsement or recommendation of the Gift by CIMB Bank. CIMB Bank's liability with regards to the Gift is only to pay for the price of the same to the vendors/providers.
21. Eligible Participants' shall be responsible to ensure that their telephone numbers and/or email address and/or mailing address provided are current and updated with CIMB Bank. The notification and/or delivery of the Gift by CIMB Bank will be based on each Eligible Participants' telephone number and mailing address in Malaysia maintained with CIMB Bank. The delivery of the Gift is only valid for mailing addresses that are based within Malaysia, and will not be valid for mailing address that is based outside Malaysia. For Eligible Participants' who do not have a mailing address in Malaysia, the Eligible Participants' must contact CIMB Customer Service Officer at telephone number 03-6204 7788 to notify CIMB Bank of either the collection of the Gift from a CIMB Bank branch or the delivery of the Gift to a given mailing address in Malaysia. CIMB Bank shall not be responsible to the Eligible Participants' for any loss (including loss of opportunity and consequential loss flowing there from) suffered or for any failure to fulfil the delivery of the Gift in the event the Eligible Participants' telephone number and/or mailing address in CIMB Bank's record is not current or correct.
22. The Eligible Participant agrees and authorises CIMB Bank to disclose their details (including but not limited to their names, NRIC numbers, phone numbers and mailing and electronic mailing addresses) to the distributor/agent appointed to deliver the Gift.
23. To the fullest extent permitted by law, CIMB Bank expressly excludes and disclaims any representations, warranties, or endorsements, express or implied, written or oral, in respect of the Gift unless the same is due to the gross negligence or willful default of CIMB Bank. All risks, loss, damage and/or injury associated with the use of the Gift shall be assumed by the Eligible Participant.

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

24. CIMB Bank will review, consider and decide on credit card applications submitted under this Campaign at its discretion and may request for any further supporting documents as it deems fit. For the avoidance of doubt, CIMB Bank has sole and absolute discretion to determine if the supporting documents are sufficient for the purpose of processing the credit card application submitted to CIMB Bank.
25. By participating in this Campaign, the Eligible Participants' are deemed to have read, understood and agreed to be bound by these Terms & Conditions as well as consented to CIMB Bank processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice which can be found at [www.cimbbank.com.my](http://www.cimbbank.com.my) and agree that all decisions fairly and reasonably made by CIMB Bank in

relation to every aspect of this Campaign, including the Gift to be given away and the determination of the Eligible Participant, shall be final, binding and conclusive.

26. The Eligible Participants' Credit Card (i) MUST not be in breach of the terms and conditions governing Credit Card 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 during the Campaign Period and/or before the crediting of the Gift , otherwise the Eligible Participant' will be disqualified from participating in this Campaign and/or the Gift will be forfeited.
27. CIMB Bank 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.
28. CIMB Bank reserves the right to substitute the Gift 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 Bank shall not entitle any of the Eligible Participants' or any other persons whatsoever to any claim or compensation against CIMB Bank for any losses or damages suffered or incurred by the Eligible Participant as a direct or indirect result of the act of extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign.
29. By participating in this Campaign, the Eligible Participant hereby agree that CIMB Bank shall not in any manner whatsoever be liable or held responsible to the Eligible Participant if CIMB Bank 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 Bank 's control or due to any factor in a nature of a force majeure which is beyond CIMB Bank's reasonable control.
30. CIMB Bank 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 Participant of the Short Message Service ("SMS") unless the same shall arise from and are caused directly by CIMB Bank's gross negligence or wilful default.
31. 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 Participants' in respect of the Amendment shall be effected at CIMB Bank's absolute discretion through any one of the following means of communication, namely, via electronic communication display at CIMB Bank's website and CIMB Bank's branches where detail provisions regarding the Amendment may be provided in the notice itself or may be provided to the Eligible Participants' upon request; or by any other means of notification which CIMB Bank may select and the Amendment shall be deemed as binding on the Eligible Participants' 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 Participants/ acknowledge and agree to access CIMB Bank'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.
32. No compensation in cash or any kind shall be given to the Eligible Participant for any losses or damages suffered or incurred by the Eligible Participant as a direct or an indirect result of such amendment, variation, deletion, addition or alteration of the Terms and Conditions herein.

33. These Terms and Conditions (as amended from time to time pursuant to Clause 31 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 Cardholder Terms and Condition which shall apply in addition to the Terms and Conditions herein.
34. 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 the Bank in relation to or which are applicable to the Campaign or any matters herein.
35. 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 Bank in its records that the Bahasa Malaysia version of the Credit Card Terms and Condition has been selected by the Eligible Participants' to govern the operation of the Eligible Participants' use of Credit Card then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
36. For feedbacks and/or complaints related to this Campaign, the Eligible Participants' may contact CIMB Bank's 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 Participants'): CIMB Bank Berhad, Customer Resolution Unit, P.O.Box 10338, GPO Kuala Lumpur 50710 Wilayah Persekutuan / Tel: +603 6204 7788 / Email: [cru@cimb.com](mailto:cru@cimb.com)