

**Terms and Conditions**  
**Tactical Campaign for CPL via Website, ATM and Clicks**

**The Campaign Period**

1. The CIMB Bank “Tactical Campaign for CPL via Website, ATM and Clicks” Campaign (“**this Campaign**”) is organized by CIMB Bank Berhad, (13491-P) (“**CIMB Bank**”) and shall run from 1<sup>st</sup> April 2018 to 30<sup>th</sup> April 2018, both dates inclusive (“**Campaign Period**”).
2. 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**

3. This Campaign is open exclusively to all Malaysian citizens who are eligible to apply for CIMB Bank’s Cash Plus Personal Loan (“**CIMB Personal Loan**”) except for the following persons/entities:
  - (i) Permanent and/or temporary staff or employees of CIMB Bank (including its subsidiaries and/or 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, 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, public listed companies, private limited companies, clubs, associations and co-operatives;(hereinafter collectively referred to as the “**Eligible Participant(s)**”).

**Participating Criteria**

4. Eligible Participants applying via CIMB Bank’s Website must meet the following requirements:
  - (i) Malaysian citizens of at least 21 years of age; and
  - (ii) Apply and upload completed documentation for CIMB Personal Loan during the Campaign Period via CIMB Bank’s website at (<https://www.cimbbank.com.my/en/personal/products/loans/personal-loans/cash-plus-personal-loan-application-form.html>) by following the steps mentioned therein and upon reaching the ‘Upload Documents’ section in Step 3 of the application process, upload the requisite documents as listed in the page immediately thereafter by choosing ‘Upload Scans or Pictures’. For the avoidance of doubt, Eligible Participants who clicked on the ‘Upload Later’ or ‘Scan your documents and send them to us via email’ button and did not upload the required documents immediately when submitting the

application does not satisfy the participating criteria under this Campaign;  
and

- (iii) CIMB Personal Loan amount has been approved, fully disbursed within the Campaign Period by CIMB Bank to the Eligible Participant's CIMB Bank Current/Savings account and Eligible Participant(s) has paid first instalment of their CIMB Personal Loan.
5. Eligible Participant(s) applying via CIMB Bank's Automated Teller Machine (ATM) must meet the following requirements:
- (i) Malaysian citizens of at least 21 years of age; and
  - (ii) Apply via CIMB Bank's Automated Teller Machine (ATM) by selecting 'Yes, please contact me' and thereafter Eligible Participant(s) will be contacted by CIMB Bank's telemarketing consultant to complete application submission; and
  - (iii) The full disbursement amount of the approved CIMB Personal Loan is not less than Ringgit Malaysia Seven Thousand (RM7,000) ("**Minimum Disbursement Amount**"); and
  - (iv) CIMB Personal Loan amount has been approved, fully disbursed within the Campaign Period by CIMB Bank to the Eligible Participant(s)' CIMB Bank Current/Savings account and Eligible Participant(s) has paid first instalment of their CIMB Personal Loan.
6. Eligible Participants applying via CIMB Clicks must meet the following requirements:
- (i) Malaysian citizens of at least 21 years of age;
  - (ii) Apply and upload completed documentation for CIMB Personal Loan via CIMB Clicks during the Campaign;
  - (iii) The full disbursement amount of the approved CIMB Personal Loan is not less than Ringgit Malaysia Seven Thousand (RM7,000) ("**Minimum Disbursement Amount**"); and
  - (iv) CIMB Personal Loan amount has been approved, fully disbursed within the Campaign Period by CIMB Bank to the Eligible Participant(s)' CIMB Bank Current/Savings account and Eligible Participant(s) has paid the first instalment of their CIMB Personal Loan.

(hereinafter collectively referred to the requirements in Clause 4, 5 and 6 as "**Participating Criteria**").

#### **Gift(s)**

- 7. A RM100 Tesco Voucher ("**Gift(s)**") will be made available to the Eligible Participant(s) who satisfy the Participating Criteria subject to the terms and conditions set out herein.
- 8. The gift is a physical voucher issued by the participating merchant to be used only at

the participating merchant's outlets within the expiry date stated on the voucher.

9. Subject to terms and conditions herein, the Gift(s) will be delivered to the Eligible Participant(s)' corresponding address via registered mail within eight (8) to ten (10) weeks after the end of Campaign Period. CIMB Bank will not entertain any request from any Eligible Participant(s) to deliver the Gift(s) to any third party address. The Gift(s) are not exchangeable for cash, credit or kind, in part or in full.
10. Eligible Participant(s) 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(s) by CIMB Bank will be based on each Eligible Participant(s)' telephone number and mailing address in Malaysia maintained with CIMB Bank. The delivery of the Gift(s) is only valid for mailing addresses that are based within Malaysia, and will not be valid for mailing address that is based outside Malaysia. Eligible Participant(s) with mailing address that are based outside Malaysia will need to provide a mailing address that is based in Malaysia, or collect the Gift(s) from a CIMB Bank branch. For Eligible Participant(s) who do not have a mailing address in Malaysia, the Eligible Participant(s) who are entitled to the Gift(s) must contact CIMB Customer Service officer at telephone number 03-6204 7788 to notify CIMB Bank of either the collection of the Gift(s) from a CIMB Bank branch or the delivery of the Gift(s) to a given mailing address in Malaysia. CIMB Bank shall not be responsible to the Eligible Participant(s) 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(s) in the event the Eligible Participant(s)' telephone number and/or mailing address in CIMB Bank's record is not current or correct.
11. Acceptance and usage of the Gift(s) by the Eligible Participant(s) is subject to the terms and conditions set by the vendor/ supplier. Any dispute and/or enquiries pertaining to the Gift(s) shall be made directly to the vendor/ supplier and CIMB Bank shall not be held responsible or liable for the usage and/or non usage of the Gift(s) by the Eligible Participant(s). To the fullest extent permitted by law, CIMB Bank expressly exclude and disclaim any representations, warranties or endorsement, implied or express, written or oral, of all Gift(s) and will not assume any responsibility for the Gift(s) offered under this Campaign. Any queries or complaints in relation to the Gift(s) should be referred to the vendor/ supplier of the Gift(s). CIMB Bank excludes any warranties of quality, merchantability or fitness for purpose in respect of the Gift(s). The Gift(s) have not been certified by CIMB Bank and under no circumstances shall the inclusion of any Gift(s) in this Campaign be construed as an endorsement or recommendation of the Gift(s) by CIMB Bank. CIMB Bank's liability with regards to the Gift(s) is only to bear the purchase price for the same.

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

12. 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 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(s) to be given away and the determination of the winners, shall be final, binding and conclusive.
13. The Eligible Participant(s)' CIMB Personal Loan account (i) MUST not be in breach of the terms and conditions governing the CIMB 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 during the Campaign Period and/or before the crediting of the Gift(s), otherwise the Eligible Participant(s) will be disqualified from participating in this Campaign and/or the Gift(s) will be forfeited.

14. 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.
15. CIMB Bank reserves the right to substitute the Gift(s) 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 Bank shall not entitle any of the Eligible Participant(s) 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(s) as a direct or indirect result of the act of extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign.
16. 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 or human error arising from and under this Campaign unless the same arise from and are caused directly by CIMB Bank's gross negligence or willful default.
17. By participating in this Campaign, the Eligible Participant(s) hereby agree that CIMB Bank shall not in any manner whatsoever be liable or held responsible to the Eligible Participant(s) 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.
18. CIMB Bank 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 Short Message Service ("**SMS**") unless the same shall arise from and are caused directly by CIMB Bank's gross negligence or wilful default.
19. 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, via electronic communication display at CIMB Bank's website and CIMB Bank's branches or CIMB Bank's Currency Exchange counters 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 Bank's choice 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 Participants/Customers 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.

20. 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.
21. These Terms and Conditions (as amended from time to time pursuant to Clause 19) 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 Personal Loan and terms and conditions governing CIMB Personal Loan which shall apply in addition to the Terms and Conditions herein.
22. CIMB Bank accepts no responsibility for any tax implications that may arise from the Gift(s) or the use thereof. Any tax filing obligation or any tax payment due to any authority as a result of receipt of the Gift(s) remains the sole responsibility of the Eligible Participant(s). It is the responsibility of each Winner to seek independent advice on the possible implications this may have on his/her own financial situation.
23. If there is any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) 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 CIMB Personal Loan terms and conditions has been selected by Eligible Participant(s) to govern the operation of the Eligible Participant(s)' use of CIMB Personal Loan, then the Bahasa Malaysia version of the terms and conditions herein shall prevail.
24. For feedbacks and/or complaints related to this Campaign, the Eligible Participant(s) 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: 603 6204 7788 / Fax: 603 2691 3248 / [cru@cimb.com](mailto:cru@cimb.com).