

Terms and Conditions CIMB Clicks For Trips

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

The Campaign Period

2. CIMB Clicks For Trips (“**this Campaign**”) organised by CIMB Bank shall run from 1 April 2018 to 30 June 2018, both dates inclusive (“**Campaign Period**”).
3. CIMB Bank reserves the right upon giving adequate prior notice of fourteen (14) calendar days to change the duration and/or commencement and/or expiry dates of the Campaign Period.

Eligibility

4. This Campaign is open to Conventional Current Account and Savings Account accountholders (“Participating Accounts”) only 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 Bank (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 Bank (including its subsidiaries and related companies) and their permanent and/or contract 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 18 years
5. In relation to Joint Participating Accounts, only the first named account holder i.e. the primary account holder shall be eligible to participate in the Campaign (“**Primary Accountholder**”). For the purpose of this Campaign, joint accountholder(s) who are not first named account holders will not be eligible to participate in this Campaign.

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

Campaign Mechanism & Participating Criteria

6. The following prizes are available to the selected winners of this Campaign for each campaign month (“**Campaign Month**”):

| Campaign Month | Start Date | End Date |
|----------------|--------------|---------------|
| Month 1 | 1 April 2018 | 30 April 2018 |
| Month 2 | 1 May 2018 | 31 May 2018 |
| Month 3 | 1 June 2018 | 30 June 2018 |

| Category | Prizes | Winners per month | Total Winners during Campaign Period |
|--------------------|--|-------------------|--------------------------------------|
| Grand Prizes | AirAsia e-Gift Voucher worth RM 10,000 | 10 | 30 |
| Consolation Prizes | AirAsia e-Gift Voucher worth RM 1,000 | 300 | 900 |

Note:

- (i) Each Eligible Participant is entitled to win a maximum of one (1) Grand Prize and one (1) Consolation Prize throughout the Campaign Period.
- (ii) Interbank Giro (IBG) and Instant Transfer (IBFT) fees via CIMB Clicks will be waived throughout the Campaign Period.
- (iii) The Grand Prize and Consolation Prize are each referred to as the “**Prize**” and collectively referred to as the “**Prizes**”.

7. The Eligible Participants may earn an entry or entries (“**Entry**” or “**Entries**”), as the case may be to win the Prize(s) referred to in Clause 6 by performing the transaction(s) listed in the table below.

| Eligible Transactions | Number of Entries |
|--|-------------------|
| New sign up for CIMB Clicks | 30 |
| Every bill payment, loan payment or credit card payment | 30 |
| Every IBG/IBFT fund transfer to other bank’s savings or current account or Every prepaid reload | 10 |

Note: Minimum amount required for the above Eligible Transactions where it involves bill payment, loan payment or credit card payment, IBG/IBFT fund transfer transaction and prepaid reload is RM 50.00.

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

8. All the Entries earned during a Campaign Month will only be taken into account during that Campaign Month and cannot be brought forward to the next Campaign Month.
9. Final winners will be announced within six (6) to eight (8) weeks after each Campaign Month.
10. For the purposes of these terms and conditions:-

10.1 “**Bill Payment**” under this Campaign shall mean any bill payment transaction including JomPAY made by the Eligible Participants by logging into CIMB Clicks website or via CIMB Clicks mobile app or CIMB EVA mobile app to perform the Bill Payment at the ‘Pay Bills’ or ‘JomPAY’ section under ‘Pay & Transfer’ in respect of the CIMB Clicks website and CIMB Clicks mobile app and at the ‘Pay Bills and

JomPAY' section in respect of the CIMB EVA mobile app using any of the Eligible Participants' CIMB Bank Savings or Current accounts and CIMB Debit Card account. Any other electronic payments made via other online payment options including the FPX Online Payment Gateway shall not be treated as Bill Payment under this Campaign;

11.2 **"Loan payment or credit card payment"** under this Campaign shall mean loan payment or credit card payment made by the Eligible Participants by logging into CIMB Clicks website or CIMB Clicks mobile app or CIMB EVA mobile app to perform the loan payment or credit card payment at the 'Pay Loans or Cards' under 'Pay & Transfer' section in respect of the CIMB Clicks website and CIMB Clicks mobile app and at the 'Pay Loans or Cards' section in respect of the CIMB EVA mobile app using any of the Eligible Participants' CIMB Bank Savings or Current Account registered with CIMB Bank for CIMB Clicks online banking facility to CIMB Bank or other banks via Interbank Giro (IBG) or Instant Transfer (IBFT).; and

11.3 **"IBG/IBFT fund transfer to other bank's savings or current account"** under this Campaign shall mean fund transfer made by the Eligible Participants by logging into CIMB Clicks website or CIMB Clicks mobile app or CIMB EVA mobile app to perform the fund transfer to other bank's savings or current account at the 'Transfer Money' under 'Pay & Transfer' section in respect of the CIMB Clicks website and CIMB Clicks mobile app and at the 'Transfer Money' section in respect of the CIMB EVA mobile app via Interbank Giro (IBG) or Instant Transfer (IBFT) using any of the Eligible Participants' CIMB Bank Savings or Current Account registered with CIMB Bank for CIMB Clicks online banking facility.

11. The tracking of the Eligible Transaction is based on the transaction dates and time (Malaysian Time).

12. The Eligible Participants acknowledge and agree that the determination by CIMB Bank as to whether any particular transaction qualifies as an Eligible Transaction(s) shall be conclusive and shall not be challenged in any manner whatsoever.

Winners Selection Process

13. Eligible Participants that have earned Entry or Entries (as the case may be) under a particular Campaign Month shall be randomly shortlisted by an automated selection system from the total Entries earned within that Campaign Month (**"Shortlisted Participants"**).

14. The Shortlisted Participants are required to answer one (1) question correctly and in the fastest time by replying to the short message service (**"SMS"**) sent by CIMB Bank to the Shortlisted Participants under the telecommunication service provider of Maxis, Celcom, DiGi, U Mobile, Tune Talk, Webe and XOX:-

(i) The first ten (10) Shortlisted Participants who respond with the correct answer in the fastest time will be declared as the Grand Prize Winner (**"Grand Prize Winners"**) under that Campaign Month;

(ii) The next three hundred (300) Shortlisted Participants who respond with the correct answer in the fastest time will be declared as the Consolation Prize Winners (**"Consolation Prize Winner"**) under that Campaign Month.

The Grand Prize Winners and Consolation Prize Winners shall collectively be referred to as the “**Winners**”.

15. For the avoidance of doubt, only the Shortlisted Participant’s first answer received by CIMB Bank 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 Prize(s) under that Campaign Month. CIMB Bank shall not be liable in any way whatsoever in the event any Shortlisted Participants cannot be contacted for whatever reason(s).
16. For the avoidance of doubt, standard telecommunications charges for the SMS response will apply and shall be borne by the Shortlisted Participants.
17. All question and answer sessions will be judged and decided by a panel of judges selected by CIMB Bank and the decisions of the panel judges selected by CIMB Bank shall be final and binding.
18. CIMB Bank will notify the Winners via electronic communication display at CIMB Bank’s website at www.cimbclicks.com.my or via electronic mail or via SMS to the Winners’ mobile numbers or by any other means of notification which CIMB Bank may select if they have won the Prize (“**Notification**”).
19. The Prizes won:
 - (a) are provided on an “As Is” basis;
 - (b) are neither transferable nor exchangeable for cash or credit; and
 - (c) do not include any other benefits, accessories or items that are shown in the leaflet or website, as they are for illustration purposes only.
20. The Prizes may carry their own terms and conditions and these terms and conditions shall be applicable in addition to the terms and conditions contained herein.
21. The Winners agree and authorise CIMB Bank to disclose the Winners’ details (including but not limited to name, NRIC number, telephone number and address) to the vendors/providers who would then contact the Winners regarding the delivery or redemption of the Prizes. The Winners are responsible to make the necessary arrangements with CIMB Bank and/or its vendors/providers to collect or redeem their CIMB Bank Prizes. CIMB Bank will not bear any accommodation and/or transportation and/or other cost that the Winners may incur or have to incur in the course of redeeming or using the Prizes.
22. The Prizes will be sent to the Winner’s email address maintained with CIMB Bank within eight (8) to tenth (10) weeks after the notification pursuant to Clause 18 above is given. Any Prizes unclaimed for three (3) months after such notification has been made will be forfeited.
23. The Winners shall attend the prizes presentation ceremony and/or other publicity programs as and when required by CIMB Bank at its sole and absolute discretion at the Winners’ own costs and expenses. If the Winners fail to attend such ceremony and/or

other publicity programs, CIMB Bank reserves the right to forfeit the Prize(s) of the Winners and select another Winner.

General Terms and Conditions

24. 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 and the Eligible Participants agree that all decisions fairly and reasonably made by CIMB Bank in relation to every aspect of this Campaign, including the Prizes to be given away and the determination of the Winners, shall be final, binding and conclusive.
25. The Eligible Participants' Participating Account(s) (i) MUST be in good standing and MUST not be in breach of the terms and conditions governing the Participating Account(s); AND (ii) MUST be current and 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 at the time of selecting the Winners and/or before the crediting of the Prizes, otherwise the Eligible Participants will be disqualified from participating in this Campaign and/or the Prizes will be forfeited.
26. CIMB Bank reserves the right at its sole discretion to disqualify any Eligible Participants that it determines to be tampering with the entry process, or to be acting in breach or potential breach of these Terms and Conditions.
27. CIMB Bank 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 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 Participants as a direct or indirect result of the act of extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign.
28. By participating in this Campaign, the Eligible Participants hereby agree that CIMB Bank shall not in any manner whatsoever be liable or held responsible to the Eligible Participants 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 reasonable control or due to any factor in a nature of a force majeure which is beyond CIMB Bank's reasonable control.
29. 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 Participants 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.

30. 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 at www.cimbclicks.com.my 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 Participants 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 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.
31. 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.
32. These Terms and Conditions (as amended from time to time pursuant to Clause 30 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 governing the respective Participating Account(s) which shall apply in addition to the Terms and Conditions herein.
33. 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 all Prizes and will not assume any responsibility for the Prizes offered under this Campaign. CIMB Bank will not entertain any complain whatsoever in connection with the Prizes.
34. The Prizes 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, negligence or otherwise in connection with the Prizes or this Campaign, even if CIMB Bank have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
35. By acceptance or receipt of a Prizes, the Eligible Participants agrees to hold harmless CIMB Bank 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 Bank and its affiliates and their respective directors, officers, employees and agents in connection with such Eligible Participants’ participation in the Campaign or receipt, redemption or use of the Prizes. All risks, loss or damage associated with the use of the Prizes shall be assumed by the Eligible Participants.

36. CIMB Bank will not entertain any complaint(s) whatsoever in connection with the Prizes. The Prizes have not been certified by CIMB Bank and under no circumstances shall the inclusion of any Prizes in this Campaign be construed as an endorsement or recommendation of the Prizes by CIMB Bank. CIMB Bank's liability with regards to the Prizes is only to pay for the price of the same to the vendors/providers.
37. CIMB Bank accepts no responsibility for any tax implications that may arise from the Prizes or the use thereof. Any tax filing obligation or any tax payment due to any authority as a result of receipt of the Prizes remains the sole responsibility of the Eligible Participants. It is the responsibility of each Winner to seek independent advice on the possible implications this may have on his/her own financial situation.
38. Eligible Participants shall be responsible to ensure that their telephone numbers and/or email address provided are current and updated with CIMB Bank. The notification and/or delivery of the Prizes by CIMB Bank will be based on each Eligible Participant(s)' telephone number and email address maintained with CIMB Bank. 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 Prizes in the event the Eligible Participants' telephone number and/or email address in CIMB Bank's record is not current or correct.
39. CIMB Bank reserves the right to publish or display the name, picture 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 Bank 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.
40. 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 CIMB Bank in relation to or which are applicable to the Campaign or any matters herein.
41. 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 a request had been made by the Eligible Participant and such request was noted and acknowledged by CIMB Bank in its records that these Bahasa Malaysia version of the terms and conditions shall govern the Eligible Participant's CIMB Clicks Internet Banking Agreement, then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
42. For feedback and/or complaints related to this Campaign, the Eligible Participants/Customers 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/Customers): 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

