

**Terms and Conditions**  
**CIMB CLICKS JomPAY™ Campaign**

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

**The Campaign Period**

2. The CIMB Clicks JomPAY™ Campaign (“**this Campaign**”) is organised by CIMB and shall run from 01 April 2018 to 30 June 2018, both dates inclusive (“**Campaign Period**”).

- 2A. CIMB reserves the right upon giving adequate prior notice of not less than fourteen (14) calendar days to change the duration and/or expiry date of the Campaign Period.

**Eligibility**

3. This Campaign is open to new and existing CIMB Clicks users 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, 3<sup>rd</sup> 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 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 monthly campaign duration (“**Monthly Campaign Duration**”):

Monthly Campaign Duration	Prizes & Winners
01 Apr – 30 Apr 2018	<p style="text-align: center;"><b>Grand Prize</b> iPhone X 256GB x 3 winners</p> <p style="text-align: center;"><b>Consolation Prize</b> Giant gift voucher RM50 x 83 winners</p> <p><i>Note: The above Prizes are applicable for each Monthly Campaign Duration.</i></p>
01 May – 31 May 2018	
01 Jun – 30 Jun 2018	

The Grand Prize and Consolation Prize each is referred to as the “**Prize**” and collectively referred to as the “**Prizes**”.

5. During the Campaign Period, 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 Prize(s) referred to in Clause 4 by performing the transaction(s) listed in the table below in the manner stated therein via the CIMB Clicks website or CIMB Clicks mobile app or CIMB EVA mobile app:-

Participating Criteria	Number of Entries
Add Telekom Malaysia Berhad (‘TM’) as JomPAY favourite biller JomPAY biller code: 2345 or 8888	10X
Perform JomPAY payment to TM biller code: 2345 or 8888	1X

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

Bill code 2345 refers to TM TELEPHONE & MULTIMEDIA BILL while biller code 8888 refers to TM UNIFI.

6. All the Entries earned during a Monthly Campaign Duration will only be taken into account during that Monthly Campaign Duration and cannot be brought forward to the next Monthly Campaign Duration.
7. For the purposes of these terms and conditions:-
- 7.1 “**JomPAY Payment to biller code 2345 or 8888**” under this Campaign shall mean JomPAY 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 JomPAY Payment to Telekom Malaysia – biller code 2345 or 8888 at the ‘Pay & Transfer’ section in respect of the CIMB Clicks website and CIMB Clicks mobile app and at the ‘JomPAY’ section in respect of the 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 registered with CIMB for CIMB Clicks online banking facility. Any other electronic payments made via other online payment options including Bill Payment and the FPX Online Payment Gateway shall not be treated as JomPAY payment under this Campaign; and
- 7.2 “**JomPay favourite biller**” under this campaign shall mean JomPAY favourite biller managed by Eligible Participants by logging into CIMB Clicks website at the ‘Pay & Transfer – Manage Favourites’ section in respect of the CIMB Clicks website and add Telekom Malaysia Berhad – biller code 2345 or 8888 as JomPAY favourite biller.
8. The tracking of the Eligible Transaction is based on the transaction dates and time (Malaysian Time).
9. 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

10. At the end of the Campaign Period, the Eligible Participants whose CIMB Clicks' user identification (user id) have earned Entry or Entries (as the case may be) under a particular Monthly Campaign Duration shall be randomly shortlisted by an automated selection system from the total Entries earned within that Monthly Campaign Duration ("**Shortlisted Participants**").
11. 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 to the Shortlisted Participants' mobile numbers registered under the telecommunication service provider of Maxis, Celcom, DiGi, U Mobile, Tune Talk, Webe and XOX and maintained in CIMB's record:-
  - (i) The first Shortlisted Participant who responds with the correct answer in the fastest time will be declared as the Grand Prize Winner ("**Grand Prize Winner**") under that Monthly Campaign Duration;
  - (ii) The next eighty three (83) Shortlisted Participants who respond with the correct answer in the fastest time will be declared as the Consolation Prize Winner ("**Consolation Prize Winner**") under that Monthly Campaign Duration.

The Grand Prize Winner and Consolation Prize Winner shall collectively be referred to as the "**Winners**".

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 Prize under that Monthly 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 response 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) Prize only under this Campaign i.e. Grand Prize or Consolation Prize.
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 (i) MUST not be in breach of the terms and conditions governing the CIMB or CIMB Islamic Current or Savings accounts, CIMB Credit Card account, CIMB Debit Card account, CIMB Kwik Account or CIMB Lazada Prepaid Mastercard 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 at the point of delivering the

Prize, otherwise the Eligible Participants will be disqualified from participating in this Campaign and/or the Prize will be forfeited.

17. 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. The notification and/or delivery of the Prize by CIMB will be based on each Eligible Participant(s)' telephone number and mailing address in Malaysia maintained with CIMB. The delivery of the Prize 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 Participants with mailing address that are based outside Malaysia will need to provide a mailing address that is based in Malaysia, or collect the Prize from a CIMB branch. For Eligible Participants who do not have a mailing address in Malaysia, the Eligible Participants who are entitled to the Prize must contact CIMB Customer Service officer at telephone number 03-6204 7788 to notify CIMB of either the collection of the Prize from a CIMB branch or the delivery of the Prize to a given mailing address in Malaysia. CIMB 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 Prize in the event the Eligible Participants' telephone number and/or mailing address in CIMB's record is not current or correct.
18. CIMB will notify the Winners via electronic communication display at CIMB's website at [www.cimbclicks.com.my](http://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 may select ("**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 accessories or items that are shown in the marketing and/or advertisement collateral, 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. Images of the Prize shown in any marketing and/or advertisement collateral are for visual purposes only and the colour/design may vary from the actual Prize received. The Eligible Participants are not allowed to choose or change the colour or model of the Prize.
21. Apple and GCH Retail (M) Sdn. Bhd. (Giant) are not a participant in or sponsor of this Campaign. Nothing in these Terms and Conditions shall be taken to be a representation that manufacturer/designer/supplier/merchant of the Prizes has endorsed these Terms and Conditions or CIMB's or CIMB Islamic's products.
22. The Winners agree and authorise CIMB to disclose the Winners' details (including but not limited to name, NRIC number, telephone number and address) to the distributor/agent 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 and/or its distributor/agent to collect or redeem their Prize(s). CIMB 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.
23. The Grand Prize and Consolation Prize will be sent to the Winner's mailing address maintained with CIMB within six (6) to eight (8) weeks after the Notification is given. Any

of the above said Prizes remained unclaimed three (3) months after Notification has been made will be forfeited.

24. The Winners will at the sole and absolute discretion of CIMB be required to attend and participate in a prize-giving ceremony and/or other related events organized by CIMB (if any) and if the Winners fail to attend such ceremonies and/or events, CIMB reserves the right to forfeit the Prize(s) and select another Winner.

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

25. 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](http://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 Prize to be given away and the determination of the Winners, shall be final, binding and conclusive.
26. 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.
27. 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 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.
28. 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.
29. 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.
30. 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 at [www.cimbclicks.com.my](http://www.cimbclicks.com.my) 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 as from the date of notification of the Amendment or from such other date as may be specified by CIMB in the notification. Eligible Participants acknowledge and agree to access CIMB's website at regular intervals to view the terms and conditions of this 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, variation, deletion, addition or alteration of the Terms and Conditions herein.
32. These Terms and Conditions (as amended from time to time pursuant to Clause 30) 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.
33. To the fullest extent permitted by law, CIMB expressly exclude and disclaim 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 will not entertain any complain whatsoever in connection with the Prizes. The Prizes have not been certified by CIMB and under no circumstances shall the inclusion of any Prize in this Campaign be construed as an endorsement or recommendation of the Prizes by CIMB. CIMB's liability with regards to the Prizes is only to pay the price of the same to the vendors/providers.
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 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, even if CIMB 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 Prize, the 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 Winner's 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 Winners.
36. CIMB 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 remain the sole responsibility of the Winner. It is the

responsibility of each Winner to seek independent advice on the possible implications this may have on his/her own financial situation.

37. CIMB 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 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.
38. 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.
39. 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.
40. 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 the CIMB Clicks Internet Banking Agreement has been selected by the Eligible Participants to govern the operation of the Eligible Participants' use of CIMB Clicks website, then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
41. For feedbacks and/or complaints related to this Campaign, the Eligible Participants may contact CIMB's Customer Resolution Department 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](mailto:cru@cimb.com).