

Terms and Conditions for “DuitNow DuitRaya” Campaign

1. The “**DuitNow DuitRaya**” Campaign (“**Campaign**”) is jointly organised by CIMB Bank Berhad (13491-P) (“**CIMB Bank**”) and CIMB Islamic Bank Berhad (671380-H) (“**CIMB Islamic Bank**”). Every mention of “**CIMB**” refers to both CIMB Bank and CIMB Islamic Bank.

Campaign Period

2. The Campaign shall run from **30 May 2019** to **31 July 2019**, 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 website (www.cimbclicks.com.my) and CIMB Clicks mobile app.
5. The following categories of persons are NOT eligible to participate in this Campaign:
 - i. Permanent, temporary and/or contract 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, third party vendors and service providers) of CIMB (including its subsidiaries and related companies) and their permanent, temporary and/or contract staff or employees and the immediate family members (i.e. spouses, children, parents, brothers and sisters) of such representatives, agents, staff and/or employees; and/or
 - iii. Customers that hold any Current or Savings accounts with CIMB that are terminated, suspended, cancelled or dormant within the Campaign Period; and/or
 - iv. Customers that hold any accounts with CIMB that are delinquent or is not in good standing as determined by CIMB at its sole and absolute discretion; and/or
 - v. Customers who have been declared bankrupt or wound up, or otherwise have legal proceedings of any nature instituted against them; and/or
 - vi. Customers who are of unsound mind; and/or
 - vii. Individuals below the age of 18 years.

By participating in this Campaign, the participant represents and confirms that the he/she is not under the above categories of persons.

(“Eligible Participants”)

Prizes

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

Prize Category	Prize	Number of Winner
"Grand Prizes"	RM10,000	5 Winners
"Consolation Prizes"	RM100	1,000 Winners

(the Grand Prizes and the Consolation Prizes shall hereinafter be collectively referred to as the "Prizes")

7. All costs, fees and/or expenses incurred or to be incurred by the Winners (as defined in Clause 15 hereof) in relation to the Campaign and/or the claiming of the Prizes including fees, levies or taxes imposed or to be imposed are the sole liability and responsibility of the Winners.

Participating Criteria

8. 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 hereof by performing the transaction(s) set out in the table below and in the manner stated therein via CIMB Clicks website (www.cimbclicks.com.my) or CIMB Clicks mobile app:-

Participating Criteria	No of Entry
Every five (5) successful outward DuitNow transactions (<i>each transaction shall be made to a unique DuitNow ID respectively</i>) at a minimum sum of RM1 per transaction during the Campaign Period	1

A DuitNow ID is considered unique when the Eligible Participant initiates an outward DuitNow transaction to another DuitNow ID for the first time during the Campaign Period.

(hereinafter collectively referred to as the "Eligible Transaction(s)").

9. For the purpose of these Terms and Conditions:
- 9.1 **"DuitNow"** means a service that allows bank customers to transfer fund instantly and securely to a recipient with a DuitNow ID by using the recipient's mobile number, MyKad number, police/army number, passport number and/or business registration number.
- 9.2 **"DuitNow ID"** means the ID that has been registered to enable a person to participate in the services provided by DuitNow, encompassing mobile number, MyKad number, police/army number, passport number and/or business registration number.
- 9.3 **"Outward DuitNow transaction"** means the successful funds transfer to a third party's DuitNow ID by logging into CIMB Clicks website (www.cimbclicks.com.my) or CIMB Clicks mobile app and performing transactions using 'DuitNow' feature at the 'Pay & Transfer' section in CIMB Clicks website (www.cimbclicks.com.my) or CIMB Clicks mobile app via any of the Eligible Participants' Participating Accounts.
- 9.4 **"Participating Accounts"** means the Eligible Participants' CIMB Current or Savings accounts registered with CIMB for CIMB Clicks online banking facility.
10. The tracking of the Eligible Transaction is based on the transaction dates and time using Malaysian Time.
11. Eligible Participant's DuitNow ID must remain active and linked to a Participating Account throughout the Campaign Period to be eligible to win any of the Prizes stated in Clause 6. Switching of DuitNow ID to another bank before any Prize has been awarded to him/her under this Campaign will disqualify the Eligible Participant from winning the Prizes.

12. The Eligible Participants acknowledge and agree 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 and Fulfilment of Prizes

13. At the end of the Campaign Period, subject to the terms and conditions herein, the CIMB's automated system will randomly shortlist a list of potential winners based on the total entries earned during the Campaign Period (**"Shortlisted Participants"**).
14. The Shortlisted Participants will be contacted by CIMB within twelve (12) weeks after the end of the Campaign Period via short message service (SMS) whose mobile numbers are registered with Maxis, Celcom, DiGi or U Mobile telecommunication service providers and maintained in CIMB's records. The Shortlisted Participants will be required to answer one (1) question correctly in the fastest time by replying to the said SMS.
15. The first FIVE (5) Shortlisted Participants who respond to the SMS with the correct answer will be declared as winners of the Grand Prizes (**"Grand Prize Winners"**). The next ONE THOUSAND (1,000) Shortlisted Participants who respond to the SMS with the correct answer will be declared as winners of the Consolation Prizes (**"Consolation Prize Winners"**).

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

16. For the avoidance of doubt, the deadline (i.e. date and time) to answer the question will be specified in the SMS. In the event any Shortlisted Participant fails to answer the question correctly and/or fails to reply within the given deadline and/or is not contactable for any reasons whatsoever, that Shortlisted Participant will be disqualified and will not stand a chance to win the Prizes. CIMB shall not be liable in any way whatsoever in the aforesaid circumstances for whatsoever reason.
17. Standard telecommunications charges for the SMS response will be applicable and shall be borne by the Shortlisted Participants.
18. An Eligible Participant is eligible to win a maximum of one (1) Prize only under this Campaign subject to the Terms and Conditions herein.
19. It shall be the Eligible Participants' responsibility to ensure their phone numbers provided are current and updated with CIMB. CIMB shall not be responsible to the Eligible Participants for any loss (including loss of opportunity and consequential loss flowing there from) suffered in the event the Eligible Participants' mobile numbers in CIMB's record are not current or updated.
20. All questions and answers will be judged and decided by a panel of judges selected by CIMB and the decisions of the panel of judges shall be final and binding.
21. Any Winner whose Participating Account has been closed or terminated before any Prize has been awarded to him/her under this Campaign will not be entitled to receive any Prize under this Campaign.
22. CIMB will notify the Winners via electronic communication display at CIMB Clicks website (www.cimbclicks.com.my) or via electronic mail or SMS to the Winners' mobile numbers or by any other means of notification which CIMB may select within twelve (12) weeks after the end of the Campaign Period.
23. The Prize will be credited into the Winner's Participating Accounts selected by CIMB within twelve (12) weeks after the end of the Campaign Period. The Prize cannot be transferred to any third party, exchanged for a different prize or reward of similar value or any other alternatives in any circumstances. CIMB will not entertain any request from the Winners to credit the Prize to the Winner's other CIMB accounts or any third party's CIMB accounts.
24. CIMB reserves the right to forfeit the Prize in the event where there is a reversal of payment for the Eligible Transaction.

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 or www.cimbislamicbank.com.my and agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Prizes to be given away shall be final, binding and conclusive.
26. The Eligible Participants' Participating Account (i) MUST NOT be in breach of the Terms and Conditions herein and/or the agreements which govern the Participating Account; 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 of the Prize, otherwise the Eligible Participants will be disqualified from participating in this Campaign and/or the Prize will be forfeited.
27. CIMB 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.
28. CIMB reserves the right to substitute the Prize 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 whosoever 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.
29. 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.
30. 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 or email unless the same shall arise from and are caused directly by CIMB's gross negligence or wilful default.
31. 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) ("**Amendments**") any of the Terms and Conditions herein. Notification to Eligible Participants in respect of the Amendments 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 (www.cimbclicks.com.my) or CIMB's website where detail provisions regarding the Amendments may be provided in the notice itself or may be provided to the Eligible Participants upon request; or by effecting an advertisement regarding the Amendments in one newspaper of CIMB's choice or by any other means of notification which CIMB may select and the Amendments shall be deemed as binding on the Eligible Participants as from the date of notification of the Amendments 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 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 Participants for any losses or damages suffered or incurred by the Eligible Participants as a direct or an indirect result of such Amendments of the Terms and Conditions herein.
33. These Terms and Conditions (as amended from time to time pursuant to Clause 31) 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 Participating Account(s) which shall apply in addition to the Terms and Conditions herein.
34. Any query, feedback, concern, issue or complaint by the Eligible Participants pertaining to the Participating 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 Participating Accounts under CIMB Islamic Bank.
35. 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.
36. 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, then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
37. For feedbacks and/or complaints related to this Campaign, the Eligible Participants may contact CIMB's Customer Resolution Unit 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, P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan / Tel: 603 6204 7788 / Fax: 603 2691 3248 / Email: cru@cimb.com.