

**Terms and Conditions**  
**CIMB Clicks – 10% Cash Back On Bill Payment campaign**

1. The CIMB Clicks – 10% Cash Back On Bill Payment Campaign ("**Campaign**") is organised by CIMB Bank Berhad (13491-P) ("**CIMB Bank**").

### **The Campaign Period**

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2. The Campaign shall run from 1<sup>st</sup> September 2018 to 30<sup>th</sup> November 2018, both dates inclusive ("**Campaign Period**").
3. CIMB Bank reserves the right upon giving prior notice of not less than fourteen (14) calendar days to change the duration and/or expiry dates of the Campaign Period.

### **Eligibility**

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4. This Campaign is open to selected individuals who are registered users of CIMB Clicks and who have received an email or a Short Message Service ("**SMS**") or a message via CIMB Messenger in CIMB Clicks or CIMB EVA mobile application or a message from CIMB Bank regarding this Campaign except for the categories of persons listed in Clause 5 (hereinafter referred to as the "**Eligible Participants**").
5. The following categories of persons are NOT 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, 3<sup>rd</sup> 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. Individuals below the age of 18 years.

By participating in this Campaign, the Eligible Participant represents and confirms that the Eligible Participant is not under the above categories of persons.

## Cash Back and Qualifying Criteria

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6. The total amount of cash back for this Campaign is RM300,000. The Campaign Period consists of 3 participating months as stipulated in the table below ("**Participating Month**") and the cash back allocated for each Participating Month is capped at RM100,000.

<b>Participating Month</b>	<b>Dates</b>	<b>Maximum Capping of the cash back allocated</b>
1	1 <sup>st</sup> September 2018 – 30 <sup>th</sup> September 2018	RM100,000
2	1 <sup>st</sup> October 2018 – 31 <sup>st</sup> October 2018	RM100,000
3	1 <sup>st</sup> November 2018 – 30 <sup>th</sup> November 2018	RM100,000
Total		RM300,000

7. CIMB Bank will not be responsible in notifying the Eligible Participants should the cash back have reached the maximum capping of the cash back allocated.
8. Subject to the terms and conditions herein provided, the Eligible Participants who perform Eligible Transaction(s) (as defined in Clause 9) of any amount within the Campaign Period will be entitled to 10% cash back ("**Cash Back**") on the amount of the Eligible Transaction(s) on a first-come, first-served basis based on the transaction time, subject to availability of the monthly cash back allocation amount. The tracking of the Eligible Transactions is based on the transaction dates and time (Malaysian Time).
9. Eligible Transaction under this Campaign shall mean payments made by the Eligible Participants by logging into CIMB Clicks website ([www.cimbclicks.com.my](http://www.cimbclicks.com.my)) or CIMB Clicks mobile app or CIMB EVA mobile app and performing bill payment transactions at 'Pay Bills' or 'JomPAY' section using any of the Eligible Participants' CIMB or CIMB Islamic Current or Savings accounts, CIMB Credit Card account, CIMB Debit Card account or CIMB Kwik account ("**Participating Account**") registered for CIMB Clicks online banking facility. E-payment or e-payment FPX at external websites shall not be deemed as an Eligible Transaction under this Campaign.
10. The Eligible Participants acknowledge and agree that the determination by CIMB Bank as to whether any particular transaction qualifies as an Eligible Transaction shall be conclusive and shall not be challenged in any manner whatsoever.
11. The Cash Back is capped at RM20 per Eligible Participant throughout the Campaign Period. The Cash Back amount will be taken based on 2 decimals as it is and will not be rounded up or rounded down.

Example:

Eligible Transaction Amount	10% Cash Back Amount
RM150.85	RM15.08
RM185.00	RM18.50
RM250.85	RM20.00

### **Fulfillment of Cash Back**

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12. The Cash Back will be credited into the Eligible Participant's relevant Participating Account within ten (10) weeks after the end of the Campaign Period.
13. CIMB Bank will notify the Eligible Participants via electronic communication displayed at CIMB Clicks website at [www.cimbclicks.com.my](http://www.cimbclicks.com.my) or via SMS or by any other means of notification, which CIMB Bank may select at its absolute discretion once the Cash Back has been credited to their relevant Participating Account. The Cash Back will also be reflected in the subsequent monthly statements of the Eligible Participant's relevant Participating Account after the crediting of the Cash Back.
14. The Cash Back cannot be transferred to any 3rd 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 Eligible Participant to credit the Cash Back to the Eligible Participant's other CIMB or CIMB Islamic Current or Savings accounts, CIMB Credit Card account, CIMB Debit Card account or CIMB Kwik account or any third party's CIMB or CIMB Islamic Current or Savings accounts, CIMB Credit Card account, CIMB Debit Card account or CIMB Kwik account.
15. It shall be the Eligible Participant's responsibility to ensure their phone number and email address provided are current and updated with CIMB Bank. CIMB Bank shall not be responsible for any loss (including loss of opportunity or loss of Cash Back) suffered in the event the Eligible Participant's phone number or email address in CIMB Bank's record is not current or correct.
16. CIMB Bank reserves the right to forfeit the Cash Back in the event where there is a reversal of payment for the Eligible Transaction.

### **General Terms and Conditions**

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17. 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 Cash Back to be given away shall be final, binding and conclusive.

18. The Eligible Participants' Participating Account (i) MUST not be in breach of the terms and conditions governing 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 Bank during the Campaign Period and/or before the crediting of the Cash Back, otherwise the Eligible Participants will be disqualified from participating in this Campaign and/or the Cash Back will be forfeited.
19. 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.
20. CIMB Bank reserves the right to substitute the Cash Back 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 whosoever 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.
21. 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 control or due to any factor in a nature of a force majeure which is beyond CIMB Bank's reasonable control.
22. 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 SMS or email unless the same shall arise from and are caused directly by CIMB Bank's gross negligence or wilful default.
23. 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 Clicks website at [www.cimbclicks.com.my](http://www.cimbclicks.com.my) or CIMB Bank's website 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.

24. 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.
25. These Terms and Conditions (as amended from time to time pursuant to Clause 23 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 and the prevailing terms and conditions governing the Participating Account(s) which shall apply in addition to the Terms and Conditions herein.
26. 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 Bank shall not be responsible for any matter relating to the Current or Savings account under CIMB Islamic Bank.
27. 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 Bank in relation to or which are applicable to the Campaign or any matters herein.
28. 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 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.
29. 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): 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

