

CIMB foodpanda FPX Campaign Terms & Conditions

1. The CIMB foodpanda FPX Campaign ("**Campaign**") is organized by CIMB Bank Berhad [Registration No.: 197201001799 (13491-P)] ("**CIMB**").

Campaign Period

2. The Campaign shall run from 1st October 2022 to 15th December 2022, both dates inclusive ("**Campaign Period**").
3. The Campaign is divided into three (3) cycles ("**Campaign Cycle**") throughout the Campaign Period:
 - i. Campaign Cycle 1: 1st October 2022 – 31st October 2022;
 - ii. Campaign Cycle 2: 1st November 2022 – 30th November 2022; and
 - iii. Campaign Cycle 3: 1st December 2022 – 15th December 2022.
4. CIMB reserves the right to change the duration and/or commencement and/or expiry dates of the Campaign Period by giving fourteen (14) calendar days' prior notice.

Eligibility

5. Subject to these Terms and Conditions, this Campaign is open to all individuals who have a CIMB Clicks account ("**Eligible Participant**").
6. The following persons/entities shall NOT be eligible to participate in this Campaign:-
 - (a) Partnerships, charitable/non-profit organizations/societies, corporate and commercial customers, public listed companies, private limited companies, clubs, associations and co-operatives; and/or
 - (b) Individual below the age of eighteen (18) years.

By participating in this Campaign, the Eligible Participant represents and confirms that he/she does not fall under the category of persons/entities stated in this Clause.

Campaign Prizes & Participating Criteria

7. The following prize ("**Prize**") is available to the Winner (as defined in Clause 12 below) of this Campaign:-

Campaign Cycle	Prize	Number of Winner(s)
Campaign Cycle 1	RM10 foodpanda e-voucher	4,000
Campaign Cycle 2		4,000
Campaign Cycle 3		4,000
Total Number of Winner(s) throughout the Campaign Period		12,000

8. In order to win the Prize in this Campaign, the Eligible Participant must perform at least three (3) FPX transactions with the minimum spending of Ringgit Malaysia Ten (RM10) per transaction on the foodpanda mobile app via CIMB Clicks in a single Campaign Cycle ("**Eligible Transaction**").
9. The FPX transaction(s) performed by the Eligible Participant during a particular Campaign Cycle will only be taken into account for that Campaign Cycle and cannot be taken into account in the next Campaign Cycle.
10. The Eligible Participant acknowledges and agrees that any determination by CIMB as to what constitutes an Eligible Transaction shall be final, binding and conclusive and such determination shall not be challenged in any manner whatsoever unless the same appears as grossly unfair or unjust.
11. The tracking of the Eligible Transaction shall be based on the transaction date and time using Malaysian Time as captured by CIMB transaction records during the Campaign Period.

Selection of Winner

12. In each Campaign Cycle, the first four thousand (4,000) Eligible Participants who performed the Eligible Transaction will receive the Prize ("**Winner**").
13. The Eligible Participant shall be entitled to win a maximum of one (1) Prize only for each Campaign Cycle.

Prize Fulfilment

14. The Eligible Participant's CIMB Clicks account **MUST** not be (a) in breach of the terms and conditions herein and/or the agreements governing the CIMB Clicks account; AND (b) terminated or closed or be made subject to any attachment, adverse orders made by the Court or any other authorities sanctioned by laws, delinquent and/or invalid or cancelled as determined by CIMB during the Campaign Period or before the fulfillment of the Prize, otherwise the Eligible Participant will be disqualified from participating in this Campaign and the Prize will be forfeited.
15. CIMB will notify the Eligible Participant to open a "gift box" via electronic communication display at CIMB Clicks Messenger once the Eligible Participant has performed the Eligible Transaction and the Prize will be awarded instantly to the Winner in the form of an e-voucher code subject to a maximum of four thousand (4,000) Winners for each Campaign Cycle as mentioned in Clause 12 above.
16. The Prize must be redeemed within the stipulated validity period by the Winner, failing which the Prize may be forfeited by the relevant provider automatically without notice and the Winner will not be eligible to redeem the Prize and CIMB has no obligation to replace such Prize to the Winner at any circumstances.
17. The Prize is non-transferable to any other person and/or entity and not exchangeable for credit or ancillary rewards of any kind.
18. The Prize is offered and/or provided solely by the relevant provider, under such terms and conditions as determined by such provider 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 in connection with the Prize, even if CIMB have been advised of the possibility of such damages, if any, in advance, and all such damages are expressly excluded.

19. To the fullest extent permitted by law, CIMB expressly excludes and disclaims any representations, warranties or endorsement, express or implied, written or oral, of the Prize. CIMB will not be responsible for any loss or damage resulting from using the Prize.
20. CIMB will not entertain any complaint(s) whatsoever in connection with the Prize. The Prize has not been certified by CIMB and under no circumstances shall the inclusion of the Prize in this Campaign be construed as an endorsement or recommendation of the same by CIMB. CIMB's liability with regard to the Prize is only to pay for the price of the same to the relevant provider.
21. All costs, fees and/or expenses incurred or to be incurred by the Winner in relation to the Campaign and/or claiming and/or redeeming the Prize including fees, levies or taxes imposed or to be imposed are the sole liability and responsibility of the Winner.
22. By acceptance or receipt of the 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 in connection with the Winner's:-
 - (a) participation in the Campaign; or
 - (b) receipt, redemption or use of the Prize.
23. All risks, losses or damages associated with the use of the Prize shall be assumed and borne by the Winner.

General Terms and Conditions

24. By participating in this Campaign, the Eligible Participant is deemed to have read, understood and agreed to be bound by these Terms and Conditions as well as consented to CIMB processing and disclosing his/her personal data in accordance with the CIMB Group Privacy Notice which can be found at www.cimb.com.my and agreed 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 Winner, shall be final, binding and conclusive.
25. 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.
26. CIMB reserves the right to substitute the Prize with other items 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. 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 Participant or any other persons whosoever to any claim or compensation against CIMB for any losses or damages suffered or incurred by the Eligible Participant as a direct or indirect result of the act of extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign.

27. By participating in this Campaign, the Eligible Participant hereby agrees that CIMB shall not in any manner whatsoever be liable or held responsible to the Eligible Participant 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 or due to any factor in a nature of a force majeure which is beyond CIMB's reasonable control.
28. CIMB shall not be liable to any Eligible Participant 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 of the Eligible Participant in this Campaign or non-receipt or delayed receipt by the Eligible Participant of the SMS or email unless the same arises from and is caused directly by CIMB's gross negligence or willful default.
29. 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 the Eligible Participant in respect of the Amendment shall be effected at CIMB's absolute discretion through any one of the following means of communication, namely, (a) via electronic communication display at CIMB Clicks website at www.cimbclicks.com.my; or (b) via electronic mail; or (c) via SMS to the Eligible Participant's mobile number; or (d) by effecting an advertisement regarding the Amendment in one (1) newspaper of CIMB's choice; or (e) by any other means of notification which CIMB may select and the Amendment shall be deemed as binding on the Eligible Participant upon the expiry of the notice period stated in this Clause or from such other date as may be specified by CIMB in the notification. Eligible Participant acknowledges and agrees to access CIMB Clicks website at regular intervals to view these Terms and Conditions and to ensure that they are kept up-to-date with any changes or variations to these Terms and Conditions.
30. No compensation in cash or any kind shall be given to the Eligible Participant for any losses or damages suffered or incurred by the Eligible Participant as a direct or indirect result of such Amendment of the Terms and Conditions herein.
31. These Terms and Conditions (as amended from time to time pursuant to Clause 29) 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 current or savings account which shall apply in addition to the Terms and Conditions herein.
32. CIMB accepts no responsibility for any tax implications that may arise from the Prize or the use thereof. Any tax filing obligation or tax payment due to any authority as a result of receipt of the Prize 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.
33. 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 its 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 of this Clause may result in an alternative Winner being chosen.

34. These Terms and Conditions shall be subject to the application of any prevailing laws, guidelines, directives, notices, regulations and/or any other written laws enacted or 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.
35. If there is any inconsistency, conflict, ambiguity or discrepancy between Bahasa Malaysia and English versions 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 Participant 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 Participant to govern the operation of the Eligible Participant's use of CIMB Clicks, then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
36. For feedbacks and/or complaints related to this Campaign, the Eligible Participant may contact CIMB's Customer Resolution Unit bearing the following address, telephone and facsimile numbers, and email address (or any other address, telephone and facsimile numbers or email address which CIMB may change from time to time by notification to the Eligible Participant):-

Customer Resolution Unit (CRU)
P.O Box 10338
GPO Kuala Lumpur
50710 Wilayah Persekutuan

Tel: +603 6204 7788
Fax: +03 2619 3248
Email address: cru@cimb.com