

TERMS AND CONDITIONS
CIMB OCTO App JomPAY x Top Up Campaign

Campaign Period

1. The “**CIMB OCTO JomPAY x Top Up Activation Campaign**” (“**Campaign**”) is jointly organised by CIMB Bank Berhad (197201001799 (13491-P)) (“**CIMB Bank**”) and CIMB Islamic Bank Berhad (200401032872 (671380-H)) (“**CIMB Islamic Bank**”). Every mention of “**CIMB**” refers to both CIMB Bank and CIMB Islamic Bank.
2. The Campaign shall commence on **8th August 2024 at 00:01 hours (GMT+8)** and end on **31st October 2024 at 23:59 hours (GMT+8)**, both dates inclusive (“**Campaign Period**”). The Campaign Period is further divided into three (3) Campaign Cycles (“**Campaign Cycle**”) as below:

Campaign Cycle	Transaction Period
Campaign Cycle 1	8 th August 2024 – 31 st August 2024
Campaign Cycle 2	1 st September 2024 – 30 th September 2024
Campaign Cycle 3	1 st October 2024 – 31 st October 2024

3. CIMB reserves the right upon giving adequate prior notice of seven (7) calendar days to change the duration and/or the commencement and/or expiry dates of the Campaign Period and/or the Campaign Cycles (as applicable).

Eligibility

4. All new and existing active CIMB individual customers who have NOT made any JomPAY or Top Up transaction via the CIMB OCTO Application (“**CIMB OCTO App**”) and CIMB Clicks Application (“**CIMB Clicks App**”) between 1st January 2024 – 7th August 2024 shall be eligible to participate in this Campaign (“**Eligible Participant(s)**”).
5. The following categories of persons/entities shall **NOT** be eligible to participate in this Campaign: -
 - a. Permanent, contract 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
 - b. 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, contract and/or temporary staff or employees and their immediate family members (i.e. spouses, children, parents, brothers and sisters) of such representatives, agents, staff and/or employees; and/or
 - c. Small medium enterprise/enterprise banking/commercial and corporate customers as may be determined by CIMB, including but not limited to sole proprietorships, partnerships, public listed companies, private limited companies, charitable/non-profit organisations, societies, and professional partnerships; and/or
 - d. Customers who have been declared bankrupt or otherwise have had legal proceedings of any nature instituted against them; and/or
 - e. Individuals below the age of eighteen (18) years.
6. By participating in this Campaign, the customer represents and confirms that he/she does not fall within the categories of persons/entities excluded above.

Prize(s)

7. The following prizes shall be available to the Winners of this Campaign: -

Prize Category	Prize Description	Total Number of Winners throughout the Campaign Period
Grand Prize	Cash Prize of RM1,000	3 winners
2 nd Prize	Cash Prize of RM100	240 winners
Bonus Reward Prize	Cash Prize of RM10	3,000 winners

The Grand Prize, 2nd Prize and Bonus Reward Prize shall hereinafter be collectively referred to as the “**Prize(s)**” and shall be fulfilled by CIMB in the manner stated at **Clauses 18 to 32** below.

8. Each Eligible Participant(s) is entitled to win a maximum of: (a) one (1) Grand Prize **OR** one (1) 2nd Prize; **AND** (b) six (6) Bonus Reward Prize only throughout the Campaign Period.

Campaign Mechanics

9. In order to stand a chance to win the Prize(s) referred to in **Clause 7** above, Eligible Participant(s) will need to earn entries ("**Entry(ies)**") by performing Eligible Transaction(s) with a minimum transaction value of RM10 each in the following manner: -

Eligible Transaction(s)		Entry(ies) Earned
JomPAY	Perform one (1) successful telecommunication bill/invoice payment via the 'JomPAY' function in the CIMB OCTO App List of Telco billers: <ul style="list-style-type: none"> • Maxis - 1123 • Celcom Mobile - 2881 • Digi - 1016 • YTL Broadband/Communications – 4937/22376 • TM Unifi - 8888 • U Mobile – 88880 • Red One – 8607 	2
	Perform one (1) successful bill/invoice payment (other than telecommunication bill/invoice payments) via the 'JomPAY' function in the CIMB OCTO App	1
Top Up	Perform one (1) successful prepaid reload transaction via the 'Top Up' function in the CIMB OCTO App	2
	Perform one (1) successful Top Up Service (other than prepaid reloads) via the 'TopUp' function in the CIMB OCTO App List of other Top Up Services: <ul style="list-style-type: none"> • Astro NJOI HD Box • Game Tower 	1

10. For the avoidance of doubt, all Eligible Transaction(s) shall be made via CIMB OCTO App only using funds from any of the Eligible Participant(s)' CIMB savings account/-i or CIMB current account/-i registered with CIMB ("**Participating Account(s)**").
11. The tracking of the Eligible Transaction(s) is based on the transaction dates and time (Malaysian Time) as captured in CIMB's transaction records during the Campaign Period.
12. The Eligible Participant(s) acknowledge and agree that any determination by CIMB as to whether any particular transaction qualifies as an Eligible Transaction(s) shall be final, binding and conclusive and such determination shall not be challenged in any manner whatsoever.

Winners Selection

Winner Selection:

13. **Grand Prize:**
- a. At the end of the Campaign Period three (3) Eligible Participant(s) who have earned the highest number of Entry(ies) throughout the Campaign Period in accordance with **Clauses 9 and 10** above will be declared as a "**Grand Prize Winner**" provided always that they have met the requirements in **Clause 15** below.
14. **2nd Prize:**

- a. At the end of each Campaign Cycle, CIMB will shortlist a number of Eligible Participant(s) from the pool of Eligible Participant(s) who have earned Entry(ies) in accordance with **Clauses 9 and 10** above to be in the running to win the 2nd Prize ("**Potential 2nd Prize Winners**").
 - b. Potential 2nd Prize Winners whose mobile numbers are registered and maintained in CIMB's records will be contacted at the end of the Campaign Period by CIMB via short message service ("**SMS**"). The Potential 2nd Prize Winners will be required to answer one (1) question correctly by replying to the said SMS in the fastest time.
 - c. The first two hundred and forty (240) Potential 2nd Prize Winners who reply to the SMS in the fastest time and with the correct answer will be declared as the 2nd Prize Winners ("**2nd Prize Winner**") provided always that they have met the requirements in **Clause 15** below.
 - d. All question-and-answer sessions will be judged and decided by a panel of judges selected by CIMB and the decisions of the panel of judges selected by CIMB shall be final, binding and conclusive.
15. In order to be eligible to win the Grand Prize and 2nd Prize, Eligible Participant(s) must have performed at least one (1) JomPAY **OR** one (1) Top Up Eligible Transaction(s) (per **Clauses 9 and 10** above) in each of the three (3) Campaign Cycles.

16. **Bonus Reward Prize:**

- a. Eligible Participant(s) who perform at least one (1) Eligible Transaction(s) during the Campaign Period will also stand to win a Bonus Reward Prize as follows: -

Transaction type	No of winners
JomPAY Eligible Transaction(s)	The first 500 Eligible Participant(s) who perform a JomPAY Eligible Transaction(s) in each Campaign Cycle will be declared as Bonus Prize Winners (" Bonus Reward Prize Winners "). There will be a total of 1,500 Bonus Prize Winners for this category throughout the entire Campaign Period.
Top Up Eligible Transaction(s)	The first 500 Eligible Participant(s) who perform a Top Up Eligible Transaction(s) in each Campaign Cycle will be declared as Bonus Prize Winners (" Bonus Reward Prize Winners "). There will be a total of 1,500 Bonus Prize Winners for this category throughout the entire Campaign Period.

- b. For clarity, there will be a total of 3,000 Bonus Reward Prize Winners at the end of the Campaign Period.
17. CIMB reserves the right to forfeit the Prize(s) in the event of unclaimed prize(s) or if there is an insufficient number of Winners selected after the end of the Campaign Period.

Fulfilment of Prize(s)

- 18. The Grand Prize, 2nd Prize and Bonus Reward Prize Winners shall collectively be referred to as "**Winners**".
- 19. Notwithstanding anything contained herein to the contrary, CIMB will publish the Winners' name and their NRIC number (last 4 digits) via electronic communication display at CIMB Clicks website at www.cimbclicks.com.my.
- 20. Within twelve (12) weeks after the Campaign Period ends (*or such other period as notified by CIMB*), Winners shall receive a notification through i.e. (a) email; and/or (b) SMS; and/or (c) Push Notification; and/or (d) any other means of notification which include publishing of Winners' name and their NRIC number (last 4 digits) via electronic communication display at CIMB Clicks website at www.cimbclicks.com.my; which CIMB may select at its absolute discretion informing them of their win, the Prize(s) won, and any redemption instructions if applicable.
- 21. All telecommunication charges incurred shall be borne by the Eligible Participant(s) and Winners (including any roaming charges incurred by them if they were outside of Malaysia at the point of communication) as a result of CIMB contacting them and CIMB shall not be liable for the same.
- 22. It shall be the Eligible Participant(s)' responsibility to ensure their mobile numbers provided to CIMB are current and updated. CIMB shall not be responsible to the Eligible Participant(s) for any loss (including any loss of opportunity and consequential loss flowing there from) suffered in the event the Eligible Participant(s)' mobile numbers in CIMB's record are not current or updated.

23. Subject to these Terms and Conditions, the Bonus Reward Prizes, 2nd Prizes and Grand Prizes will be credited into the Winners' Participating Account(s) within twelve (12) weeks after the expiry of the Campaign Period.
24. Winners must have valid and active Participating Account(s) in Malaysia at the point of fulfilment of the Prize(s). For the avoidance of doubt, Participating Account(s) which have been terminated/suspended/blocked for any reason whatsoever at the point of fulfilment shall be deemed to be "*inactive*" for the purposes of this Campaign, failing which the Prize(s) awarded to the said Winner shall be forfeited. In the event of forfeiture, no additional Winner shall be selected for the purposes of this Campaign.
25. Additionally, the Winners' Participating Account(s): (a) MUST not be in breach of these Terms and Conditions and/or the agreements governing the Participating Account(s); AND (b) MUST not be 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 and before the fulfilment of the Prize(s), otherwise the Prize(s) he/she is entitled to will be forfeited.
26. The Prize(s) cannot be transferred to any other third (3rd) party and are not exchangeable for a different Prize(s) of similar value or any other alternatives. Where applicable, the Prize(s) will only be credited into the Eligible Participant(s)' valid Participating Account and the crediting of the Prize(s) will be reflected in the subsequent monthly statement for the said Participating Account. CIMB will not entertain any request from the Winners to credit the Prize(s) to any of his/her other CIMB accounts, or any other accounts maintained with other banks or any third party's accounts.
27. 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(s).
28. CIMB will not entertain any complaint(s) whatsoever in connection with the Prize(s). The inclusion of the Prize(s) in this Campaign shall not be construed as an endorsement or recommendation of the same by CIMB. CIMB's liability with regard to the Prize(s) is only to pay for the price of the same to the relevant provider.
29. CIMB reserves the right to forfeit the Prize(s) awarded to any Winner in the event where there is a reversal of payment for any of the Eligible Transaction(s) performed by the said Winner.
30. For the avoidance of doubt all costs, fees and/or expenses incurred or to be incurred by Winners in relation to the Campaign and/or redemption of the Prize(s), are the sole responsibility of the Winners.
31. By acceptance or receipt of the Prize(s), the Eligible Participant(s) 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 such Eligible Participant(s): -
 - (i) participation in the Campaign; or
 - (ii) receipt, redemption or use of the Prize(s).All risks, loss or damages associated with the use of the Prize(s) shall be assumed by the Eligible Participant(s).
32. CIMB accepts no responsibility for any tax implications that may arise from the Prize(s) or the use thereof. Any tax filing obligation or any tax payment due to any authority as a result of receipt of the Prize(s) 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.

General Terms and Conditions

33. The Eligible Participant(s) agree that by participating in the Campaign, they: -
 - a. are required to read and understand these Terms and Conditions;
 - b. have accessed, read and confirm their agreement to these Terms and Conditions;
 - c. confirm that the key contract terms affecting their obligations have been adequately explained to them;
 - d. consent to CIMB processing and disclosing their personal data as well as any personal data of any individual which the Eligible Participant(s) may share with CIMB in accordance with the CIMB Group Privacy Notice at www.cimb.com.my;
 - e. agree that all decisions reasonably made by CIMB in relation to every aspect of this Campaign shall be final, binding and conclusive; and
 - f. agree that CIMB shall not be liable or held responsible to the Eligible Participant(s) if CIMB is unable to perform in whole or in part any of its obligations in these Terms and Conditions attributable directly or indirectly to:

- i. the failure of any mechanical or electronic device, data processing system or transmission line;
- ii. electrical failure;
- iii. industrial dispute, war, strike or riot;
- iv. any act of God beyond CIMB's control; or
- v. any factor which is beyond CIMB's reasonable control.

34. The Eligible Participant(s) will be disqualified from participating in the Campaign and/or the Prize(s) will be forfeited if, during the Campaign Period and/or before the crediting/delivery of the Prize(s): -

- a. The Eligible Participant(s) are in breach of the terms and conditions governing the Eligible Participant(s)' Participating Account(s);
- b. The Eligible Participant(s)' Participating Account(s) is terminated or closed or be made subject to any attachment, adverse orders made by the Court or any authorities sanctioned by laws; or
- c. The Eligible Participant(s)' Participating Account(s) is delinquent, invalid or cancelled by the Eligible Participant(s) or CIMB.

35. CIMB shall have the right to disqualify any Eligible Participant(s) that it determines to be: -

- a. tampering with the entry/participation/application process; and/or
- b. acting in breach of these Terms and Conditions.

36. CIMB shall have the right to extend, shorten, discontinue, cancel, terminate or suspend the Campaign by giving seven (7) calendar days' prior notice to the Eligible Participant(s) via: -

- a. announcement at CIMB's website; and/or
- b. notice at CIMB's branches; and/or
- c. notice at CIMB's Currency Exchange counters; and/or
- d. by any other means of notification which CIMB may select.

For avoidance of doubt, CIMB shall not be liable to the Eligible Participant(s) for any losses, damages, costs or expenses as may be suffered or incurred by the Eligible Participant(s) as a direct or indirect result of any cancellation, suspension, shortening or extension of the Campaign.

37. CIMB shall not be liable to any Eligible Participant(s) or any party for any losses, costs or damages (including but not limited to, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages) resulting from: -

- a. The Eligible Participant(s)' participation or non-participation in the Campaign; and/or
- b. Any non-receipt or delayed receipt by the Eligible Participant(s) of the SMS,

unless such loss or damage arises from and is caused directly by CIMB's gross negligence or wilful default.

38. a. CIMB shall have right to vary, add, delete, or amend any of these Terms and Conditions ("**Amendment**") by giving twenty-one (21) calendar days' prior notice to the Eligible Participant(s) via: -

- i. announcement at CIMB's website; and/or
- ii. notice at CIMB's branches; and/or
- iii. notice at CIMB's Currency Exchange counters; and/or
- iv. advertisement in one newspaper of CIMB's choice; and/or
- v. by any other means of notification which CIMB may select.

- b. The Amendment shall be considered as binding on the Eligible Participant(s) from the date as specified by CIMB in the notification.
- c. If the changes are required by law or any rules, regulations, directives, notices and guidelines ("**Regulations**") then they will take effect in accordance with the law or Regulations and CIMB will inform/give notice to the Eligible Participant(s) about these changes as soon as possible.
- d. Eligible Participant(s) 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 variation to these Terms and Conditions.

39. CIMB will not be liable to the Eligible Participant(s) for any losses, costs or damages suffered or incurred by the Eligible Participant(s) as a direct or an indirect result of the Amendment.

40. The Eligible Participant(s) shall fully indemnify and keep CIMB indemnified against any fee, cost, charge, expense, loss, damage or liability which CIMB may incur as a result of the Eligible Participant(s): -
- a. participation in the Campaign; and/or
 - b. receipt, redemption or use of the Prize(s); and/or
 - c. breach or failure to comply with these Terms and Conditions.
41. These Terms and Conditions: -
- a. shall prevail over any provisions or representations contained in any other materials advertising the Campaign; and
 - b. are to be read together with the prevailing terms and conditions of CIMB's product(s) and/or service(s) relating to the Campaign which shall apply in addition to these Terms and Conditions.
42. These Terms and Conditions are subject to and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia and other relevant regulatory bodies to which CIMB is subject.
43. If CIMB does not exercise a right that it has in these Terms and Conditions, this does not stop CIMB from exercising that right or any other rights CIMB has in the future.
44. The Eligible Participant(s) agree that they will be responsible for any taxes, government fees or any other charges in relation to this Campaign.
45. If the product/service relating to this Campaign which the Eligible Participant(s) have subscribed is offered by CIMB Bank, any question the Eligible Participant(s) have will be handled by CIMB Bank. Similarly, if the product/service is offered by CIMB Islamic Bank, Eligible Participant(s)' concern will be addressed by CIMB Islamic Bank.
46. Eligible Participant(s) may contact CIMB's Customer Resolution Unit ("**CRU**") for any feedback and/or complaint in relation to this Campaign via letter, phone call, fax and email:
- Address: Customer Resolution Unit, P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan
Telephone No: +603 6204 7788
Facsimile No: +603 2691 3248
Email: cru@cimb.com (**new email address effective 24 August 2024: contactus@cimb.com**)
47. Eligible Participant(s) may contact CIMB's Contact Centre for any queries in relation to this Campaign and its Terms and Conditions at Telephone No: +603 6204 7788 or email to cru@cimb.com (**new email address effective 24 August 2024: contactus@cimb.com**).
48. CIMB may change the above contact details by notifying the Eligible Participant(s) by way of announcement at CIMB's website or by any other means of notification which CIMB may select.

[End]