

TERMS AND CONDITIONS
CIMB CLICKS JomPAY Challenge 2023 Campaign

1. The “**CIMB Clicks JomPAY Challenge 2023**” Campaign (“**Campaign**”) is jointly organised by CIMB Bank Berhad (Registration No: 197201001799 (13491-P)) (“**CIMB Bank**”) and CIMB Islamic Bank Berhad (Registration No: 200401032872 (671380-H)) (“**CIMB Islamic Bank**”). Every mention of “**CIMB**” herein refers to both CIMB Bank and CIMB Islamic Bank.

Campaign Period

2. The Campaign shall run from **00:01 hours (GMT+8) on 1 August 2023 to 23:59 hours (GMT+8) on 31 October 2023**, both dates inclusive (“**Campaign Period**”). The Campaign Period consists of three (3) campaign months as stipulated below (“**Campaign Month**”):

Campaign Month	Duration
August 2023	1 August 2023 – 31 August 2023
September 2023	1 September 2023 – 30 September 2023
October 2023	1 October 2023 – 31 October 2023

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

Eligibility

4. Subject to Terms and Conditions herein, all new and existing CIMB Clicks customers who have not performed any bill payment transaction via the “**Payments JomPAY**” function in their CIMB Clicks mobile application or CIMB Clicks online banking portal for the past six (6) consecutive months prior to the commencement date of the Campaign Period are eligible to participate in this Campaign (“**Eligible Participant(s)**”). The Eligible Participant(s) must maintain a valid and active CIMB current account/-i or savings account/-i which is linked and registered with CIMB Clicks’ online banking facility (“**Participating Account(s)**”).
5. The following categories of persons/entities shall **NOT** be eligible to participate in this Campaign to win the Prize(s) (hereinafter defined at **Clause 7** below): -
 - (a) 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
 - (b) Customers whose Participating Account(s) have been terminated, suspended, cancelled or become dormant within the Campaign Period; and/or
 - (c) 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
 - (d) Customers who hold any accounts with CIMB that are delinquent or not in good standing as determined by CIMB at its sole and absolute discretion, or being terminated, suspended, cancelled, closed or dormant during the Campaign Period; and/or
 - (e) Small medium enterprise/enterprise banking/commercial and corporate customers as determined by CIMB which include but not limited to sole proprietorships, partnerships, public listed companies, private limited companies, charitable/non-profit organisations, clubs, associations, cooperatives, societies and professional partnerships; and/or
 - (f) Customers who have been declared bankrupt or wound up, or otherwise have legal proceedings of any nature instituted against them; and/or

- (g) Individuals who have been declared as being of unsound mind; and/or
- (h) Individuals below the age of eighteen (18) years.

By participating in this Campaign, the customer represents and confirms that he/she does not fall within the categories of persons/entities excluded above.

- 6. In relation to joint accounts, only the first named account holder, i.e. the primary account holder shall be eligible to participate in this Campaign (“**Primary Accountholder**”). For the purposes of this Campaign, joint account holder(s) other than the Primary Accountholder will not be eligible to participate in this Campaign.

Prize(s)

- 7. The Eligible Participant(s) stand to win the following prizes (“**Prize(s)**”) under this Campaign:

Prize Category	Prize(s)	Number of Winner(s)				
Early Bird Prize(s)	15,000 units of RM5 Cashback to be awarded throughout the Campaign Period, on a first come first served basis.	Fifteen Thousand (15,000) winners (<i>maximum</i>)				
	<table border="1"> <thead> <tr> <th>Denomination (RM)</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>15,000</td> </tr> </tbody> </table>	Denomination (RM)	Total	5	15,000	
	Denomination (RM)	Total				
5	15,000					
Grand Prize(s)	6 units of RM500 Cash Prize to be awarded at the end of the Campaign Period.	Six (6) winners				
	<table border="1"> <thead> <tr> <th>Denomination (RM)</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>500</td> <td>6</td> </tr> </tbody> </table>	Denomination (RM)	Total	500	6	
	Denomination (RM)	Total				
500	6					

- 8. An Eligible Participant is eligible to win a maximum of three (3) Early Bird Prizes and one (1) Grand Prize only throughout the Campaign Period.

Campaign Mechanics

- 9. Eligible Participant(s) may win the Early Bird Prize(s) and earn entries to stand to win the Grand Prize(s) (“**Entry(ies)**”) referred to in **Clause 7** above by performing the following transactions during the Campaign Period: -

Prize Category	Participating Criteria								
Early Bird Prize(s)	9(a) - The Eligible Participant(s) must make the first (1st) bill payment transaction with a minimum amount of at least RM20.00 via JomPAY on CIMB Clicks mobile application or CIMB Clicks online banking portal in a Campaign Month.								
	The Eligible Participant(s) is eligible to win the second (2nd) and third (3rd) Early Bird Prizes if they also make the second (2nd) and third (3rd) bill payment transactions with a minimum amount of at least RM20.00 per transaction via JomPAY on CIMB Clicks mobile application or CIMB Clicks online banking portal within the subsequent Campaign Months on the next following Campaign Months.								
	<table border="1"> <thead> <tr> <th>Campaign Month</th> <th>Transaction Amount (RM)</th> <th>No. of Early Bird Prize</th> <th>Remark</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Campaign Month	Transaction Amount (RM)	No. of Early Bird Prize	Remark				
Campaign Month	Transaction Amount (RM)	No. of Early Bird Prize	Remark						

	August 2023	50.00	1 Prize only	
	September 2023	10.00	N/A	Not eligible for Early Bird Prize because transaction amount needs to be at least RM20.00 per transaction
	October 2023	Perform two (2) RM20.00 transactions in one month	1 Prize only	Eligible for one (1) Early Bird Prize only in each Campaign Months
	<p>The Eligible Participant(s) is eligible to maximum one (1) Early Bird Prize in each Campaign Months, subject to availability of the Early Bird Prize(s). In other words, the Eligible Participant(s) may be eligible to a maximum of three (3) Early Bird Prizes throughout the Campaign Period.</p> <p>This Participating Criteria is subject to provisions in Clause 15 hereof.</p>			
Grand Prize(s)	<p>9(b) - The Eligible Participant(s) must perform bill payment transactions with a minimum amount of at least RM20.00 per transaction for three (3) Campaign Months consecutively via JomPAY on CIMB Clicks mobile application or CIMB Clicks online banking portal throughout the Campaign Period in order to earn an Entry to participate in winning the Grand Prize(s).</p> <p>This Participating Criteria is subject to provisions in Clause 16 hereof.</p>			

The aforesaid bill payment transaction(s) via JomPAY shall hereinafter be referred to as the “**Eligible Transaction(s)**”.

10. For clarity, bill payment transaction via JomPAY with an amount less than RM20.00 shall not be eligible to be deemed as an Eligible Transaction.
11. Eligible Participant(s) may perform the Eligible Transaction(s) via any billers listed under the “**Payments JomPAY**” function in the CIMB Clicks mobile application or CIMB Clicks online banking portal.
12. Eligible Participant(s) acknowledge and agree that any determination by CIMB as to whether any particular transaction is qualified to be deemed as an Eligible Transaction shall be final, binding and conclusive and such determination shall not be challenged in any manner whatsoever.
13. The tracking of the Eligible Transaction(s) shall be based on the transaction dates and time (Malaysian Time) as captured by CIMB’s transaction records during the Campaign Period.
14. For the avoidance of doubt, any payment made by the Eligible Participant(s) via electronic FPX online payment gateway and/or other payment channels via other external applications and/or websites (i.e. payment not via CIMB Clicks mobile application or CIMB Clicks online banking portal) shall not be deemed as an Eligible Transaction under this Campaign.

Winner(s) Selection

15. Early Bird Prize(s)

- (a) Eligible Participant(s) who performed the Eligible Transaction(s) in the manner stated in **Clause 9(a)** above is entitled to win the Early Bird Prize(s). All 15,000 Early Bird Prizes are given based on “*first come, first served*” basis and the recipients of the Early Bird Prize(s) shall hereinafter be referred to as “**Early Bird Prize Winner(s)**”.
- (b) Each Eligible Participant is entitled to receive up to three (3) Early Bird Prizes, subject to availability and in the manner stated herein.
- (c) If there are insufficient Early Bird Prize Winner(s) by the end of the Campaign Period, CIMB may at its absolute discretion forfeit the Early Bird Prize(s) which are not given to or awarded to any Eligible Participant(s).

16. Grand Prize(s)

- (a) At the end of the Campaign Period, CIMB’s system will shortlist a list of potential Grand Prize winners with the highest number of Entry(ies) from the pool of Eligible Participant(s) who have earned Entry(ies) in accordance with **Clause 9(b)** above within the Campaign Period (“**Potential Grand Prize Winner(s)**”).
 - (b) Potential Grand Prize Winner(s) whose mobile numbers are registered and maintained in CIMB’s records will be contacted by CIMB via short message service (“**SMS**”). The Potential Grand Prize Winner(s) will be required to answer one (1) question correctly by replying to the said SMS in the fastest time.
 - (c) Subject to **Clause 17** below, the first six (6) Potential Grand Prize Winners who replies to the SMS with the correct answer in the fastest time will be declared as the Grand Prize winner(s) (“**Grand Prize Winner(s)**”). For the avoidance of doubt, only Potential Grand Prize Winner(s) who have a valid email address and mobile numbers maintained in CIMB’s records will be entitled to win the Grand Prize(s) under this Campaign.
 - (d) All question-and-answer sessions will be judged and decided by a panel of judges which shall be selected by CIMB and the decisions of such panel judges shall be final, binding and conclusive.
 - (e) If the Grand Prize Winner(s) are not selected due to whatsoever reason, the selection process set out at **Clauses 16(i) to (iv)** above will be repeated until there are a total of six (6) Grand Prize Winners selected for this Campaign.
17. It shall be the Eligible Participant(s)’ responsibility to ensure that their email addresses and mobile numbers maintained with CIMB are current and updated, and the Eligible Participant(s) shall update and inform CIMB if there are any changes to the email addresses and/or mobile numbers. CIMB shall not be responsible to the Eligible Participant(s) for any loss (including any loss of opportunity and consequential loss flowing therefrom) suffered or for any failure to fulfil the crediting of the Prize(s) if such loss or failure is due to the Eligible Participant(s)’ email addresses and/or mobile numbers being outdated or inaccurate.
18. At the time of selection of the Grand Prize Winner(s) and the Early Bird Prize Winner(s) (hereinafter collectively referred to as the “**Winner(s)**”), their Participating Account(s) (a) **MUST** be in good standing; and (b) **MUST NOT** be in breach of any of the Terms and Conditions herein and/or the agreements which govern the Participating Account(s); and (c) **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 in any manner as may be determined by CIMB during the Campaign Period. Otherwise, the Eligible Participant(s) will be disqualified from participating in this Campaign and/or being Winner(s) under this Campaign.

Prize(s) Fulfilment

19. The Prize(s) will be credited into the Winner(s)' Participating Account(s) (as may be selected by CIMB at its absolute discretion) within six (6) weeks after the end of the Campaign Period.
20. Winner(s) whose Participating Account(s) with CIMB has been terminated, suspended, cancelled, closed or dormant before the crediting of the Prize(s) will not be entitled to receive the Prize(s) under this Campaign.
21. The Prize(s) 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 Winner(s) to credit his/her Prize(s) to his/her other CIMB accounts or any other accounts maintained with other financial institutions or any third party's accounts.
22. CIMB will notify the Winner(s) of his/her win at the end of the Campaign Period via: (a) electronic communication display at CIMB's website at www.cimbclicks.com.my; or (b) electronic mail; or (c) SMS to the Winner(s)' mobile numbers maintained with CIMB; or (d) push notification; or (e) any other means of notification as may be selected by CIMB.
23. CIMB reserves the right to forfeit any of the Prize(s) awarded under this Campaign in the event that there is a reversal of payment for the Eligible Transaction(s).
24. All costs, fees and/or expenses incurred or to be incurred by the Winner(s) in relation to the Campaign and/or the claiming of the Prize(s) including any fees, levies or taxes imposed or to be imposed shall be the sole liability and responsibility of the Winner(s).
25. By accepting or receiving of the Prize(s) offered under this Campaign, the Winner(s) agree 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 their: -
 - (a) participation in the Campaign; or
 - (b) receipt, redemption or use of the Prize(s).
26. All risks, loss or damages associated with the use of the Prize(s) shall be assumed by the Winner(s).

General Terms and Conditions

27. The Eligible Participant(s) agree that by participating in this 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.
28. The Eligible Participant(s) will be disqualified from participating in this Campaign and/or the Prize(s) will be forfeited if, during the Campaign Period and/or before the crediting of the Prize(s):
 - (a) the Eligible Participant(s) are in breach of the terms and conditions governing the Participating Account(s);

- (b) the 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 Participating Account(s) is delinquent, invalid or cancelled by the Eligible Participant(s) or CIMB.

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

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

30. CIMB shall have the right to extend, shorten, discontinue, cancel, terminate or suspend the Campaign by giving fourteen (14) 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) 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 this Campaign.

31. 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 this Campaign; and/or
- (b) any non-receipt or delayed receipt by the Eligible Participant(s) of SMS or eDM

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

32. (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. 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 this Campaign and to ensure that they are kept up-to date with any variation to these Terms and Conditions.

33. 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.

34. 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 this Campaign; and/or
- (b) receipt or use of the Prize(s); and/or
- (c) breach or failure to comply with these Terms and Conditions

35. These Terms and Conditions:

- (a) shall prevail over any provisions or representations contained in any other materials advertising this Campaign; and
- (b) are to be read together with the prevailing terms and conditions of the Participating Account(s) and/or service(s) relating to this Campaign which shall apply in addition to these Terms and Conditions.
36. 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.
37. 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.
38. Eligible Participant(s) agree that they will be responsible for any taxes, government fees or any other charges in relation to this Campaign.
39. CIMB's website may contain links to other websites ("**Third Party Links**"). CIMB has no control over, and do not monitor or review the contents of the Third Party Links. If the Eligible Participant(s) do click on the Third Party Links, the Eligible Participant(s) understand that they are accessing the Third Party Links at their own risk and CIMB is not responsible for any losses the Eligible Participant(s) may incur.
40. 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.
41. (a) 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 and email:
- Address:** Customer Resolution Unit, P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan
- Telephone No.:** +603 6204 7788
- Email address:** CRU@cimb.com
- (b) 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.

CIMB Current/Savings Account/-i are protected by PIDM up to RM250,000 for each depositor.