TERMS AND CONDITIONS CIMB Clicks Year End Registration Campaign

Campaign Period

- The "CIMB Clicks Year End Registration 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.
- The Campaign shall commence on 20th November 2023 00:01 hours (GMT+8) and end on 31st December 2023 23:59 hours (GMT+8), both dates inclusive ("Campaign Period").
- 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.

Eligibility

- 4. All new and existing active CIMB customers shall be eligible to participate in this Campaign ("Eligible Participants").
- 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. 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
 - c. Customers who have been declared bankrupt or wound up or otherwise have had legal proceedings of any nature instituted against them; and/or
 - d. 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.

Rewards

- 7. A total reward value of RM88,000 will be given out to the Winners (hereinafter defined at **Clause 13** below) throughout the Campaign Period.
- 8. The following Cash Prizes and Grand Prizes (collectively referred to as "**Rewards**") shall be available to the Winners of this Campaign: -

| Reward Category | Rewards | | Total Reward Value (RM) |
|--------------------|---|---|----------------------------|
| Cash Prize | 17,000 units of Cash Prizes in the sum of RM5.00 per unit will be given out to Winners throughout the Campaign Period | | |
| | Denomination of each unit of Cash Prizes (RM) 5.00 | Total units of Cash Prizes | |
| Grand Prize | e Grand Prizes – 3 units of RM1,000 Shopee Vouchers each | | 3,000 |
| | Denomination of each unit of Voucher (RM) | Total units of Vouchers available | |
| | 1,000.00 | 3 | |

9. Each Eligible Participant is entitled to win a maximum of one (1) Cash Prize and one (1) Grand Prize only throughout the Campaign Period.

Campaign Mechanics & Winners Selection

10. In order to stand a chance to win the Rewards offered under this Campaign, the Eligible Participants must fulfil the "**Participating Criteria**" within the Campaign Period in the manner set out below: -

Participating Criteria

Eligible Participants must: -

- a. successfully create and register a CIMB Clicks ID; and
- b. download the CIMB OCTO mobile application and log in to the downloaded mobile application successfully.

11. Cash Prize:

The first 17,000 Eligible Participants who fulfil the Participating Criteria will be declared as a Cash Prize Winner ("**Cash Prize Winner**"). They will each receive the

RM5.00 Cash Prize which shall be credited into their Participating Account (hereinafter defined at **Clause 16** below).

12. Grand Prize:

- a. Each Eligible Participant who fulfil the Participating Criteria during the Campaign Period will earn one entry.
- b. At the end of the Campaign Period, CIMB's automated system will shortlist a number of such Eligible Participants to be in the running to win the Grand Prize ("**Potential Grand Prize Winners**").
- c. Potential Grand Prize Winners 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 Winners will be required to answer one (1) question correctly by replying to the said SMS in the fastest time.
- d. The first three (3) Potential Grand Prize Winners who reply to the SMS with the correct answer will be declared as the Grand Prize winners ("Grand Prize Winners").
- e. All question-and-answer sessions will be judged and decided by a panel of judges selected by CIMB and the decisions of the panel judges selected by CIMB shall be final, binding and conclusive.
- f. For the avoidance of doubt, all telecommunication charges shall be borne by the Eligible Participants (including roaming charges incurred by the Potential Grand Prize Winner outside Malaysia) as a result of CIMB contacting them and CIMB shall not be liable for the same.
- g. It shall be the Eligible Participants' responsibility to ensure their mobile 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.
- 13. The Cash Prize Winners and Grand Prize Winners shall collectively be referred to as "Winners".
- 14. CIMB will notify the Winners via electronic communication display at CIMB Clicks website at www.cimbclicks.com.my or via email or via SMS to the Winners' mobile numbers or via Push Notification or by any other means of notification, which CIMB may select at its absolute discretion.

Prizes Fulfillment

15. Subject to these Terms and Conditions, the Rewards will be credited and/or awarded to the Winners within Twelve (12) weeks after the expiry of the Campaign Period.

- 16. In order to be eligible to receive the Cash Prizes, the Winners must have a valid and active CIMB current account/-i or savings account/-i which is linked with CIMB Clicks online banking facility ("<u>Participating Accounts</u>") in Malaysia at the point of fulfillment of the Cash Prize. For the avoidance of doubt, Participating Accounts which have been terminated/suspended/blocked for any reason whatsoever at the point of fulfillment shall be deemed to be "*inactive*" for the purposes of this Campaign.
- 17. The Eligible Participants' CIMB OCTO mobile application must also be activated within the Campaign Period to enable the Cash Prize to be credited into his/her Participating Account .
- 18. Additionally, the Winners' Participating Accounts: (a) MUST not be in breach of these Terms and Conditions and/or the agreements governing the Participating Accounts; 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 fulfillment of the Rewards, otherwise the Rewards he/she is entitled to will be forfeited.
- 19. Grand Prize
 - a. Shopee Vouchers will be fulfilled via a notification sent to the Grand Prize Winner's email address maintained with CIMB. For the avoidance of doubt, "Shopee" refers to Shopee's E-Commerce platform accessible via their mobile app "Shopee". The Shopee Vouchers will be provided in the form of Shopee Voucher Promo Code.
 - b. The Shopee Vouchers are provided by **Shopee Mobile Malaysia Sdn. Bhd.** [Registration No.: 201501009497 (1134832W)] under such terms and conditions as may be determined by Shopee Mobile Malaysia Sdn. Bhd. CIMB shall not be liable for any loss or damage (including but not limited to any loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third party) suffered by the Grand Prize Winner arising from or in connection with the Grand Prize.
 - c. The Grand Prize Winners who have won Shopee Vouchers shall direct any query, feedback, concern, issue or complaint pertaining to the use of the Shopee Vouchers at www.shopee.com.my. Shopee Mobile Malaysia Sdn. Bhd. as the provider of the Shopee Vouchers shall be responsible for and shall attend to any matter or dispute arising from or relating to the the Grand Prize Winner's use of the Shopee Vouchers.
 - d. CIMB's liability with regard to the Shopee Vouchers shall be limited only to its obligation to pay Shopee Mobile Malaysia Sdn. Bhd. the value of the Grand Prize. CIMB shall not be held responsible or liable for any loss or damage sustained or suffered by the Grand Prize Winner as a result of his/her usage of the Grand Prize including but not limited to:

- i. the redemption and/or use of the Grand Prize; or
- ii. inability to use the Grand Prize due to losing or misplacing the Grand Prize; or
- iii. unauthorised use of the Grand Prize by any person that was not consented by the Eligible Participant.
- e. The Grand Prize Winners acknowledge and accept that the Shopee Vouchers have not been certified by CIMB and therefore the offering of the Shopee Vouchers as a Grand Prize under this Campaign shall not in any circumstances be construed as an endorsement or recommendation of the same by CIMB.
- 20. It shall be the Eligible Participants' sole responsibility to ensure that their mobile number and/or email address provided to CIMB are current and updated. The Eligible Participants bear the responsibility to update and inform CIMB if there are any changes to their mobile number and/or email address. CIMB shall not be responsible to the Eligible Participants for any loss (including any loss of opportunity and/or consequential loss arising therefrom) suffered in the event their mobile number and/or email address maintained in CIMB's record is not current or correct.
- 21. The Rewards cannot be transferred to any other third (3rd) party and are not exchangeable for a different reward of similar value or any other alternatives. The Cash Prize will only be credited into the Eligible Participants' valid Participating Account and the crediting of the Cash Prize 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 Cash Prize to any of his/her other CIMB accounts, or any other accounts maintained with other banks or any third party's accounts.

General Terms and Conditions

- 22. The Eligible Participants 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 Participants may share with CIMB in accordance with the CIMB Group Privacy Notice at <u>www.cimb.com.my</u>;
 - 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 Participants 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.
- 23. The Eligible Participants will be disqualified from participating in this Campaign and/or the Rewards will be forfeited if, during the Campaign Period and/or before the fulfillment of the Rewards:
 - a. the Eligible Participants are in breach of the terms and conditions governing their Participating Accounts;
 - b. the Eligible Participant's Participating Account 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 Accounts are delinquent, invalid or shall have been cancelled by the Eligible Participants or CIMB.
- 24. CIMB shall have the right to disqualify any Eligible Participant that it determines to be:
 - a. tampering with the participation process; and/or
 - b. acting in breach of these Terms and Conditions.
- 25. 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 Participants 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 Participants for any losses, damages, costs or expenses as may be suffered or incurred by the Eligible Participants as a direct or indirect result of any cancellation, suspension, shortening or extension of this Campaign.

- 26. CIMB shall not be liable to any Eligible Participants or any party for any losses, costs, or damages (including but not limited to, loss of income, profit or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages) resulting from:
 - the Eligible Participants' participation or non-participation in this Campaign; and/or

b. any non-receipt or delayed receipt by the Eligible Participants of SMS or email,

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

- 27. 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 Participants 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 Participants 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 Participants about these changes as soon as possible.
 - d. Eligible Participants 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.
- 28. CIMB will not be liable to the Eligible Participants for any losses, costs or damages suffered or incurred by the Eligible Participants as a direct or an indirect result of the Amendment.
- 29. Eligible Participants 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 Participants':
 - a. participation in this Campaign; and/or
 - b. receipt or use of the Rewards; and/or
 - c. breach or failure to comply with these Terms and Conditions.
- 30. 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 Accounts and/or services relating to this Campaign which shall apply in addition to these Terms and Conditions.

- 31. 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.
- 32. 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.
- 33. Eligible Participants agree that they will be responsible for any taxes, government fees or any other charges in relation to this Campaign.
- 34. 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 Participants do click on the Third-Party Links, the Eligible Participants understand that they are accessing the Third-Party Links at their own risk and CIMB is not responsible for any losses the Eligible Participants may incur.
- 35. If the product/service relating to this Campaign which the Eligible Participants have subscribed is offered by CIMB Bank, any question the Eligible Participants may have will be handled by CIMB Bank. Similarly, if the product/service is offered by CIMB Islamic Bank, Eligible Participants concern will be addressed by CIMB Islamic Bank.
- 36. a. Eligible Participants 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 Participants 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.