

**TERMS AND CONDITIONS**  
**“CIMB OCTO Top Up Activation” Campaign 2024**

1. The “**CIMB OCTO Top Up Activation**” 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**” refers to both CIMB Bank and CIMB Islamic Bank.

**Campaign Period**

2. The Campaign shall commence on **1<sup>st</sup> April 2024 at 00:00 hours (GMT+8)** and end on **31<sup>st</sup> May 2024 at 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, commencement and/or expiry dates of the Campaign Period.

**Eligibility**

4. All new and existing CIMB Clicks and CIMB OCTO customers who have not performed any mobile prepaid reload for the past three (3) consecutive months prior to the commencement date of the Campaign Period via the “**Top Up**” function in their CIMB OCTO or Clicks mobile application or CIMB Clicks online banking portal 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 persons/entities shall NOT be eligible to participate in this Campaign to win the Prizes (hereinafter defined at **Clause 6** below):
  - a. Representatives and/or agents (including advertising and campaign agents, 3<sup>rd</sup> party vendors and service providers) of CIMB (including its subsidiaries and related companies) and/or permanent, temporary and/or contract staff and/or employees of such representatives and/or agents, and/or the immediate family members (i.e. spouses, children, parents, brothers and sisters) of such representatives, agents, staff and/or employees; and/or
  - b. Customers whose Participating Account(s) have been terminated, suspended, cancelled or become dormant within the Campaign Period; and/or
  - c. Customers whose Participating Account(s) with CIMB have been deemed to be delinquent or are not in good standing as may be determined by CIMB at its sole and absolute discretion; and/or
  - d. Customers who have been declared as a bankrupt or wound-up, have had legal proceedings of any nature instituted against them, or shall have been declared as being of unsound mind; and/or
  - e. 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.

## Prizes

6. The Eligible Participant(s) stand to win the following prizes (“Prizes”) under this Campaign:

Prize Category	Prizes	Number of Winners								
Cashback Prize	RM1, RM3 & RM5 Cashback of 8,700 units of Prize(s) to be redeemed throughout the Campaign Period, on a first come first served basis, starting from the highest cashback value. <table border="1" data-bbox="603 555 967 757"> <thead> <tr> <th>Denomination (RM)</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>5,000</td> </tr> <tr> <td>3</td> <td>3,000</td> </tr> <tr> <td>5</td> <td>700</td> </tr> </tbody> </table>	Denomination (RM)	Total	1	5,000	3	3,000	5	700	8,700 winners <i>(maximum)</i>
		Denomination (RM)	Total							
		1	5,000							
		3	3,000							
5	700									
Grand Prize	Samsung Galaxy S22 Ultra 5G	1 winner								

7. Each Eligible Participant(s) stands to win up to two (2) Cashback Prize only and one (1) Grand Prize throughout the Campaign Period.

## Campaign Mechanics

8. Eligible Participant(s) may win the Cashback Prize and earn entries (“Entry(ies)”) to stand to win the Grand Prize referred to in **Clause 6** above by performing the following transactions during the Campaign Period: -

Prize Category	Participating Criteria
Cashback Prize	<p>The Eligible Participant(s) must perform two (2) Top Up transaction with a minimum spend of RM10 per transaction (“Eligible Transaction(s)”) on CIMB OCTO mobile banking app within the Campaign Period.</p> <p>Subject to availability of the Cashback Prize, the Eligible Participant(s) is eligible to win the <b>second (2<sup>nd</sup>)</b> Cashback Prize if they subsequently perform the <b>third (3<sup>rd</sup>) and fourth (4<sup>th</sup>)</b> reload to their mobile prepaid via a Top Up transaction of minimum RM10.00 on CIMB OCTO mobile application within the Campaign Period.</p> <p>This Participating Criteria is subject to provisions in <b>Clause 14</b> hereof.</p>

Grand Prize	<p>The Eligible Participant(s) must perform reload to their mobile prepaid via <b>two (2) or more</b> Top Up transactions of minimum RM10.00 per transaction on CIMB OCTO mobile application within the Campaign Period.</p> <p>For the <b>first two (2)</b> Top Up transactions, the Eligible Participant(s) shall earn <b>one (1) Entry</b>; and for <b>each subsequent</b> Top Up transaction, the Eligible Participant(s) shall earn <b>additional one (1) Entry per transaction</b>.</p> <p>This Participating Criteria is subject to provisions in <b>Clause 15</b> hereof.</p>
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The aforesaid Top Up transaction(s) shall hereinafter be referred to as the “**Eligible Transaction(s)**”.

9. For clarity, Top Up transaction with a transaction value of less than RM10.00 shall not be eligible to be deemed as an Eligible Transaction.
10. Eligible Participant(s) may perform the Eligible Transaction(s) via any service providers listed under the “**Top Up**” function in the CIMB OCTO mobile application.
11. 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.
12. 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.
13. 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.

#### Winners Selection

#### 14. **Cashback Prize**

- a. Eligible Participant(s) who performed the reload(s) to their mobile prepaid via Eligible Transaction(s) in the manner stated in **Clause 8** above will win the Cashback Prize. All 8,700 units of Cashback Prizes are given based on “first come, first served” basis and the recipients of the Cashback Prize(s) shall hereinafter be referred to as “**Cashback Prize Winner(s)**”.
- b. Each Eligible Participant is entitled to receive up to two (2) units of the Cashback Prize throughout the campaign period (**1<sup>st</sup> April 2024 at 00:00 hours (GMT+8)** and end on **31<sup>st</sup> May 2024 at 23:59 hours (GMT+8)** ) and is subject to availability.
- c. If there are insufficient Cashback Prize Winner(s) by the end of the Campaign Period, CIMB may at its absolute discretion forfeit the Cashback Prizes which are not given to any Cashback Prize Winner(s).

#### 15. **Grand Prize**

- a. At the end of the Campaign Period, CIMB's system will shortlist a list of potential winners from the pool of Eligible Participant(s) who have earned Entries (in accordance with **Clause 8** 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 16** below, the first (1<sup>st</sup>) Potential Grand Prize Winner who replies to the SMS with the correct answer will be declared as the Grand Prize winner ("**Grand Prize Winner**"). For the avoidance of doubt, only Potential Grand Prize Winner(s) who have a valid email address, mailing address and mobile numbers maintained in CIMB's records will be entitled to win the Grand Prize under this Campaign.
  - 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 judges selected by CIMB shall be final, binding and conclusive.
  - e. If the Grand Prize Winner is not selected due to whatsoever reason, CIMB may at its absolute discretion select a new Grand Prize Winner in the manner stated in **Clauses 15(a) to (d)** above.
16. It shall be the Eligible Participant(s)' responsibility to ensure that their email addresses, mailing 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, mailing 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 delivery of the Prize if such loss or failure is due to the Eligible Participant(s)' email addresses, mailing addresses and/or mobile numbers being outdated or inaccurate.
17. At the time of selection of the Grand Prize Winner and the Cashback Prize Winner(s) (hereinafter collectively referred to as the "**Winners**"), 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 a Winner under this Campaign.

#### **Prizes Fulfilment**

##### **18. Cashback Prize**

- a. The Cashback Prize will be credited into the Cashback Prize Winner(s)' Participating Account(s) (as may be selected by CIMB at its absolute discretion) within twelve (12) weeks after the end of the Campaign Period.
- b. Any Cashback Prize Winner whose Participating Account(s) with CIMB has been terminated, suspended, cancelled, closed or dormant before the crediting of the Cashback Prize will not be entitled to receive the Cashback Prize under this Campaign.

**19. Grand Prize**

- a. CIMB will notify the Grand Prize Winner 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](http://www.cimbclicks.com.my); or (b) electronic mail; or (c) SMS to the Grand Prize Winner's mobile numbers maintained with CIMB; or (d) push notification; or (e) any other means of notification as may be selected by CIMB.
  - b. The Grand Prize will be sent to the Grand Prize Winner's mailing address in Malaysia currently maintained with CIMB within twelve (12) weeks after the end of the Campaign Period by CIMB's appointed third party distributor/agent.
  - c. The Grand Prize Winner hereby expressly agrees and authorizes CIMB to disclose his/her details (including but not limited to his/her name, identity card number, mobile numbers and mailing address) to the distributor/agent who may then contact the Grand Prize Winner regarding the delivery of the Grand Prize.
- 20.** All costs, fees and/or expenses incurred or to be incurred by the Winners in relation to the Campaign and/or the claiming of the Prizes including fees, levies or taxes imposed or to be imposed are the sole liability and responsibility of the Winners.
- 21.** The Prizes cannot be transferred to any third party, exchanged for a different prize or reward of similar value or any other alternatives under any circumstances whatsoever. CIMB will not entertain any request from the Winners to send the Prizes to any other bank account (whether hold with CIMB and/or any other financial institution), and/or email address/ mailing addresses/mobile numbers.
- 22.** Images of the Grand Prize shown in any marketing and/or advertisement collateral are for visual purposes only and may vary from the actual Grand Prize received. The Grand Prize Winner is not allowed to choose or change the Grand Prize.
- 23.** To the fullest extent permitted by law, CIMB expressly excludes and disclaims any representations, warranties or endorsements, implied or express, written or oral, of the Grand Prize and shall not assume any responsibility for the Grand Prize offered under this Campaign. CIMB shall not entertain any complaint whatsoever in connection with the Grand Prize.
- 24.** The Grand Prize is offered and/or provided solely by the relevant distributor/agent, under such terms and conditions as determined by such distributor/agent 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 whether in contract, tort, negligence or otherwise in connection with the Grand Prize, even if CIMB has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 25.** Any complaint(s) in connection with the Grand Prize shall be referred to the distributor/agent as notified by CIMB. The Grand Prize has not been certified by CIMB and under no circumstances shall the inclusion of the Grand Prize in this Campaign be construed as an endorsement or recommendation by CIMB. CIMB's liability with regards to the Grand Prize is only to pay for the price of the same to the distributor/agent.
- 26.** CIMB accepts no responsibility for any tax implications that may arise from the Grand Prize or the use thereof. Any tax filing obligation or any tax payment due to any authority as a result of receipt of the Grand Prize remains the sole responsibility of the Grand Prize Winner. It is the responsibility

of the Grand Prize Winner to seek independent advice on the possible implications this may have on his/her own financial situation.

27. The Grand Prize Winner shall at the sole and absolute discretion of CIMB be required to attend and participate in a prize-giving ceremony and/or other related events organized by CIMB (if any) and if the Grand Prize Winner fails to attend such ceremonies and/or events, CIMB reserves the right to forfeit the Grand Prize and select another Grand Prize Winner.
28. CIMB reserves the right to publish or display the name, picture and city of residence of the Grand Prize Winner for advertising and publicity purposes in any manner it deems appropriate. By participating in this Campaign, the Grand Prize Winner hereby consents to and agrees that CIMB shall be at liberty to publish and/or display materials and/or information, including but not limited to the name, photos and city of residence of the Grand Prize Winner without compensation for advertising and publicity purposes. Non-compliance may result in an alternative Grand Prize Winner being chosen.

#### **General Terms and Conditions**

29. By participating in this Campaign, the Eligible Participant(s) are deemed to have read, understood and agreed to be bound by these Terms and Conditions as well as consented to CIMB processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice which can be found at [www.cimb.com.my](http://www.cimb.com.my) and agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Prize(s) to be given away and the determination of the Eligible Participant(s) shall be final, binding and conclusive.
30. The Eligible Participant(s)' 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 or before the fulfilment of the Prizes, otherwise the Eligible Participant(s) will be disqualified from participating in this Campaign and/or the Prize(s) will be forfeited.
31. CIMB reserves the right at its sole discretion to disqualify any Eligible Participant(s) that it determines to be tampering with the entry process, or to be acting in breach or potential breach of these Terms and Conditions.
32. Any determination by CIMB on the computation and/or amount and/or fulfilment of the Prize(s) shall be conclusive and shall not be challenged in any manner whatsoever, save for manifest error.
33. CIMB will not be responsible for any loss or damage resulting from using the Prize(s) by the Winner(s).
34. All costs, fees and/or expenses incurred or to be incurred by the Eligible Participant(s) in relation to the Campaign and/or the claiming of the Prize(s) including fees, levies or taxes imposed or to be imposed shall be borne by the Eligible Participant(s).
35. 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 the

Eligible Participant(s): -

- a. participation in the Campaign; or
  - b. receipt, redemption or use of the Prize(s).
36. All risks, losses or damages associated with the use of the Prize(s) shall be assumed and borne by the Eligible Participant(s).
37. CIMB reserves the right to substitute the Prize(s) 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 Participant(s). 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(s) or any other persons whatsoever to any claim or compensation against CIMB for any losses or damages suffered or incurred by the Eligible Participant(s) as a direct or indirect result of the act of extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign.
38. By participating in this Campaign, the Eligible Participant(s) hereby agree that CIMB shall not in any manner whatsoever be liable or held responsible to the Eligible Participant(s) 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 beyond CIMB's control or due to any factor in a nature of a force majeure which is beyond CIMB's reasonable control.
39. CIMB shall not be liable to any Eligible Participant(s) 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 Participant(s) of any notification unless the same shall arise from and are caused directly by CIMB's gross negligence or wilful default.
40. 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 Eligible Participant(s) in respect of the Amendment shall be effected at CIMB'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's website at [www.cimb.com.my](http://www.cimb.com.my) where detail provisions regarding the Amendment may be provided in the notice itself or may be provided to the Eligible Participant(s) upon request; or by effecting an advertisement regarding the Amendment in one newspaper of CIMB's choice or by any other means of notification which CIMB may select and the Amendment shall be deemed as binding on the Eligible Participant(s) as from the date of notification of the Amendment or from such other date as may be specified by CIMB in the notification. Eligible Participant(s) acknowledge and agree to access CIMB Clicks website and/or 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 changes or variations to these Terms and Conditions.
41. No compensation in cash or any kind shall be given to the Eligible Participant(s) for any losses or damages suffered or incurred by the Eligible Participant(s) as a direct or an indirect result of such Amendment of these Terms and Conditions.

42. These Terms and Conditions (as amended from time to time pursuant to **Clause 40** above) 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 Online Banking Agreement and the prevailing terms and conditions governing the Participating Account(s) which shall apply in addition to these Terms and Conditions.
43. Any query, feedback, concern, issue or complaint by the Eligible Participant(s) pertaining to the Participating Account(s) under CIMB Islamic Bank shall be directed to CIMB Islamic Bank and CIMB Bank shall not be responsible for any matter relating to the Participating Account(s) under CIMB Islamic Bank.
44. 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 in relation to or which are applicable to the Campaign or any matters herein.
45. 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, the English version of these Terms and Conditions shall prevail. Notwithstanding the aforementioned, where request had been made by the Eligible Participant(s) and noted and acknowledged by CIMB in its records that the Bahasa Malaysia version of the CIMB Clicks Online Banking Agreement has been selected by the Eligible Participant(s) to govern the operation of the Eligible Participant(s)' use of CIMB Clicks' online banking facility, then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
46. For feedbacks and/or complaints related to this Campaign, the Eligible Participant(s) may contact CIMB's Customer Resolution Unit ("**CRU**") bearing the following address, telephone and facsimile numbers (or bearing such other address, telephone and facsimile numbers which CIMB may change by notification to the Eligible Participant(s)):

Address:	Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan
Telephone No.:	603 6204 7788
Fax No.:	603 2691 3248
Email:	cru@cimb.com