

**TERMS AND CONDITIONS**  
**CIMB OCTO & Win 2023 (Round 2) Campaign**

**Campaign Period**

1. The “CIMB OCTO & Win 2023 (Round 2) 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 **11<sup>th</sup> December 2023 00:01 hours (GMT+8)** and end on **31<sup>st</sup> December 2023 23:59 hours (GMT+8)**, both dates inclusive (“**Campaign Period**”). The Campaign Period is further divided into three (3) Campaign Week (“**Campaign Week**”) as below:

Campaign Week	Transaction Period
Week 1	11 <sup>th</sup> December 2023 – 17 <sup>th</sup> December 2023
Week 2	18 <sup>th</sup> December 2023 – 24 <sup>th</sup> December 2023
Week 3	25 <sup>th</sup> December 2023 – 31 <sup>st</sup> December 2023

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 Weeks (*as applicable*).

**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. 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 the 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 wound up 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.

**Reward(s)**

7. The following rewards shall be available to the Winners (hereinafter defined at **Clause 16** below) of this Campaign: -

Reward Category	Reward Description	Total Number of Winner	Total Reward Value for the Entire Campaign Period (RM)
Daily Reward	Cash Prize of RM2	27,300 Winners <i>[i.e. 1,300 Winners per day]</i>	54,600
Weekly Special Reward	Cash Prizes of RM1,000	3 Winners <i>[i.e. 1 Winner per Campaign Week]</i>	3,000

(the Daily Reward and the Weekly Special Reward shall hereinafter be collectively referred to as the “**Reward(s)**” and shall be fulfilled by CIMB in the manner stated in these Terms and Conditions.

8. Each Eligible Participant is entitled to win a maximum of one (1) Daily Reward and one (1) Weekly Special Reward only throughout the Campaign Period.

## Campaign Mechanics & Participating Criteria

9. Daily Reward:

- a) In order to stand a chance to win the Daily Reward referred to in **Clause 7** above, the Eligible Participants must fulfil the following participating criteria during the Campaign Period in the manner set out below: -

Participating Criteria
The Eligible Participant must: - a. successfully download and login to the CIMB OCTO Mobile App for the first time, AND b. perform at least one (1) Eligible Transaction(s) of minimum RM10 via CIMB OCTO Mobile App

[collectively referred to as the **"Daily Reward Participating Criteria"**]

10. Weekly Special Reward:

- a) Eligible Participant(s) must fulfil the Daily Reward Participating Criteria, and may earn entries (**"Entry(ies)"**) to stand to a chance to win the Weekly Special Reward referred to in **Clause 7** above by fulfilling the following additional participating criteria during the Campaign Period: -

Participating Criteria	Entry
Perform Eligible Transaction(s) of minimum RM10 via CIMB OCTO Mobile App	1 Entry per Eligible Transaction

11. For the avoidance of doubt, **"Eligible Transaction(s)"** shall mean: -

Eligible Transaction(s)	Description
JomPAY	A successful payment of any bills or invoices of a JomPAY Biller via the 'JomPAY' section in the CIMB OCTO Mobile App using any of the Eligible Participant(s)' Participating Account(s)
Top Up	A successful prepaid reload transaction made via the 'Top Up' section in the CIMB OCTO Mobile App, using any of the Eligible Participant(s)' Participating Account(s)
DuitNow QR	A successful payment to a DuitNow registered merchant by scanning a QR codes using the CIMB OCTO Mobile App, using any of the Eligible Participant(s)' Participating Account(s)

12. All Eligible Transaction(s) shall be made using funds from any of the Eligible Participant(s)' CIMB savings account/-i, CIMB current account/-i, CIMB credit card account/-i and/or CIMB prepaid card account registered with CIMB for the purposes of CIMB Clicks online banking facility (**"Participating Account(s)"**) only.
13. 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.
14. The Entry(ies) earned by the Eligible Participant(s) during a particular Campaign Week will only be taken into account for that Campaign Week and cannot be carried forward to the next Campaign Week.
15. The Eligible Participant(s) acknowledges and agrees that any determination by CIMB as to whether any particular transaction qualifies as an Eligible Transaction shall be final, binding and conclusive and such determination shall not be challenged in any manner whatsoever.

## Winners Selection

16. **Winner Selection:**

a. **Daily Reward:**

The first 1,300 Eligible Participants who fulfil the Daily Reward Participating Criteria will be declared as a Daily Reward Winners (**"Daily Reward Winners"**).

b. **Weekly Special Reward:**

- i. At the end of each Campaign Week, CIMB's automated system will shortlist a number of Eligible Participants from the pool of Eligible Participants who have earned Entry(ies) in accordance with **Clause 10** above within the respective Campaign Week, to be in the running to win the Weekly Special Reward ("**Potential Winners**").
- ii. Potential Winners whose mobile numbers are registered and maintained in CIMB's records will be contacted by CIMB via short message service ("**SMS**"). The Potential Winners will be required to answer one (1) question correctly by replying to the said SMS in the fastest time.
- iii. The first one (1) Potential Winner who reply to the SMS with the correct answer will be declared as the Weekly Special Reward Winner ("**Weekly Special Reward Winner**").
- iv. 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.
- v. For the avoidance of doubt, all telecommunication charges shall be borne by the Eligible Participant(s) (including roaming charges incurred by the Potential Winner outside Malaysia) as a result of CIMB contacting them and CIMB shall not be liable for the same.
- vi. It shall be the Eligible Participant(s)' responsibility to ensure their mobile numbers provided are current and updated with CIMB. CIMB shall not be responsible to the Eligible Participant(s) for any loss (including 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.

The Daily Reward Winners and the Weekly Special Reward Winners shall collectively be referred to as "**Winners**".

17. CIMB will notify the Winners via electronic communication display at CIMB Clicks website at **www.cimbclicks.com.my** or email or SMS to the Winners' mobile numbers or Push Notification or any other means of notification, which CIMB may select at its absolute discretion.

**Fulfillment**

18. Subject to these Terms and Conditions, the Reward(s) will be credited into the Winners' Participating Accounts within Twelve (12) weeks after the expiry of the Campaign Period.
19. In order to be eligible to receive the Reward(s), the Winners must have a valid and active Participating Account in Malaysia at the point of fulfillment of the Reward(s). 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.
20. 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 Reward(s), otherwise the Reward(s) he/she is entitled to will be forfeited.
21. The Reward(s) cannot be transferred to any other third (3<sup>rd</sup>) party and are not exchangeable for a different reward of similar value or any other alternatives. The Reward(s) will only be credited into the Eligible Participants' valid Participating Account and the crediting of the Reward(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 Reward(s) 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 **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 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 Reward(s) will be forfeited if, during the Campaign Period and/or before the fulfillment of the Reward(s): -
- 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:
- a. 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': -
- participation in this Campaign; and/or
  - receipt or use of the Reward(s); and/or
  - breach or failure to comply with these Terms and Conditions.
30. These Terms and Conditions: -
- shall prevail over any provisions or representations contained in any other materials advertising this Campaign; and
  - 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.**

**[End]**