

**TERMS AND CONDITIONS**  
**CIMB OCTO App CNY Campaign**

**Campaign Period**

1. The "CIMB OCTO App CNY Campaign" ("**Campaign**") is organised by CIMB Bank Berhad (197201001799 (13491-P)) ("**CIMB Bank**"). Every mention of "**CIMB**" refers to CIMB Bank.
2. The Campaign shall commence on **20<sup>th</sup> January 2024 00:01 hours (GMT+8)** and end on **1<sup>st</sup> March 2024 23:59 hours (GMT+8)**, both dates inclusive ("**Campaign Period**"). The Campaign Period is further divided into six (6) Campaign Weeks ("**Campaign Week**") as below:

Campaign Week	Transaction Period
Week 1	20 <sup>th</sup> January 2024 – 26 <sup>th</sup> January 2024
Week 2	27 <sup>th</sup> January 2024 – 2 <sup>nd</sup> February 2024
Week 3	3 <sup>rd</sup> February 2024 – 9 <sup>th</sup> February 2024
Week 4	10 <sup>th</sup> February 2024 – 16 <sup>th</sup> February 2024
Week 5	17 <sup>th</sup> February 2024 – 23 <sup>rd</sup> February 2024
Week 6	24 <sup>th</sup> February 2024 – 1 <sup>st</sup> March 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 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.

**Prize(s)**

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

Prize Category	Prize Description	Total Number of Winner
Daily Prize	Cash Prize of RM2	21,000 winners <i>[i.e. 500 Winners per day]</i>
Weekly Special Prize	Cash Prize of RM888	12 winners <i>[i.e. 2 Winners per Campaign Week]</i>
Grand Prize	10g e-Gold	6 winners <i>[i.e. 1 Winner per Campaign Week]</i>

The Daily Prize, Weekly Special Prize and Grand Prize shall hereinafter be collectively referred to as the "**Prize(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 Prize **and** one (1) Weekly Special Prize or one (1) Grand Prize only throughout the Campaign Period.

## Campaign Mechanics & Participating Criteria

### 9. Daily Prize:

- a. In order to stand a chance to win the Daily Prize referred to in **Clause 7** above, 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 Prize Participating Criteria**”)

### 10. Weekly Special Prize and Grand Prize:

- b. In order to stand a chance to win the Weekly Special Prize or Grand Prize referred to in **Clause 7** above, Eligible Participants may earn entries (“**Entry(ies)**”) by fulfilling the following participating criteria during the Campaign Period: -

Participating Criteria	Entry(ies) Earned
Successfully register new CIMB Clicks ID and download and login to the CIMB OCTO Mobile App	10 Entry(ies)
Perform Eligible Transaction(s) of minimum RM10 via CIMB OCTO Mobile App	1 Entry earned per Eligible Transaction(s)

### 11. For the purposes of this Campaign, “**Eligible Transaction(s)**” shall mean: -

Eligible Transaction(s)	Description
DuitNow QR	a) A successful payment to a DuitNow QR participating local/overseas merchant via ‘DuitNow QR’ function in the CIMB OCTO Mobile App which must be linked to any of the Eligible Participants’ Participating Account(s) (as defined in <b>Clause 12</b> below); OR b) A successful fund transfer to a DuitNow QR recipient via the ‘DuitNow QR’ function in the CIMB OCTO Mobile App which must be linked to any of the Eligible Participants’ Participating Account(s) (as defined in <b>Clause 12</b> below)
DuitNow Transfer	A successful DuitNow e-angpow fund transfer via ‘Transfer’ function in the CIMB OCTO Mobile App which must be linked to any of the Eligible Participants’ Participating Account(s) (as defined in <b>Clause 12</b> below)  For clarity, if the Eligible Participant does not select ‘e-angpow’, ‘CNY Gift’ or ‘Festive Treats’ in the recipient reference for fund transfer purposes, the transaction will not be considered an Eligible Transaction(s) for the purposes of this Campaign
JomPAY	A successful payment of any bills or invoices of a JomPAY Biller via the ‘JomPAY’ function in the CIMB OCTO Mobile App which must be linked to any of the Eligible Participants’ Participating Account(s) (as defined in <b>Clause 12</b> below)
Top Up	A successful prepaid reload transaction made via the ‘Top Up’ function in the CIMB OCTO Mobile App which must be linked to any of the Eligible Participants’ Participating Account(s) (as defined in <b>Clause 12</b> below)

12. All Eligible Transaction(s) shall be made using funds from any of the Eligible Participants’ CIMB savings account/-i, CIMB current account/-i or CIMB credit card account/-i 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 Participants during a particular Campaign Week will only be valid for that particular Campaign Week and cannot be carried forward to the next Campaign Week.

15. The Eligible Participants acknowledge and agree 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 Prize:**

The first 500 Eligible Participants who fulfil the Daily Prize Participating Criteria each day over the course of the Campaign Period will be declared as Daily Prize Winners ("**Daily Prize Winners**").

b. **Weekly Special Prize:**

- i. At the end of each Campaign Week, CIMB will shortlist a number of Eligible Participants from the pool of Eligible Participants who have earned Entry(ies) in accordance with **Clause 10** to be in the running to win the Weekly Special Prize ("**Potential Weekly Special Prize Winners**").
- ii. Potential Weekly Special 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 Weekly Special Prize Winners will be required to answer one (1) question correctly by replying to the said SMS in the fastest time.
- iii. The first two (2) Potential Weekly Special Prize Winner who reply to the SMS in the fastest time and with the correct answer will be declared as the Weekly Special Prize Winners ("**Weekly Special Prize 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 of 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 Participants (including any roaming charges incurred by Potential Weekly Special Winners who are not in Malaysia at the point of communication) as a result of CIMB contacting them and CIMB shall not be liable for the same.
- vi. 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 any 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.

c. **Grand Prize:**

- i. At the end of each Campaign Week, the Eligible Participant who has earned the highest number of Entry(ies) for that particular Campaign Week will be shortlisted as a "**Potential Grand Prize Winner**".
- ii. CIMB will contact the Potential Grand Prize Winners via registered mobile contact detail within forty (40) working days from the end of the Campaign Period to inform them of their shortlisting as a Potential Grand Prize Winner, to validate their e-Gold Investment Account ("**eGIA**") details (where the Potential Grand Prize Winner has an existing eGIA account) and/or to inform the Potential Grand Prize Winner to open a new eGIA account via CIMB Clicks website subject to an investment in a minimum of 1g of gold within thirty (30) days from the date of CIMB's contact (where the Potential Grand Prize Winner does not have an existing eGIA account). CIMB will attempt to contact the winner on a working weekday between 8.30 AM to 5.30 PM with a maximum of three (3) consecutive attempts with at least one (1) hour interval.
- iii. A CIMB savings or current account/-i is a prerequisite to open an eGIA account. Potential Grand Prize Winners must ensure that they read and understand all the applicable terms and conditions relating to eGIA prior to opening an eGIA account. These terms and conditions are available at [www.cimb.com.my](http://www.cimb.com.my).
- iv. As the Grand Prize will be credited into the Potential Grand Prize Winners' eGIA accounts, the Potential Grand Prize Winners must have a valid, active and existing eGIA account at the end of the aforementioned thirty (30) days in order to be a "**Grand Prize Winner**". Otherwise, CIMB may at its sole and absolute discretion have the right to forfeit the Grand Prize or award the Grand Prize to the Eligible Participant with the next highest number of Entry(ies) with an existing and valid eGIA account.
- v. For the avoidance of doubt, all telecommunication charges shall be borne by the Potential Grand Prize Winners (including any 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.
- vi. 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 any 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.

## Fulfillment

17. The Daily Prize Winners, Weekly Special Prize Winners and Grand Prize Winners shall collectively be referred to as **"Winners"**.
18. Notwithstanding anything contained herein to the contrary, CIMB will publish the Winners's name and their IC number (last 4 digits) via electronic communication display at CIMB Clicks website at [www.cimbclicks.com.my](http://www.cimbclicks.com.my).
19. Winners shall receive a notification through the Campaign Platform and/or email and/or SMS and/or Push Notification and/or any other means of notification, which CIMB may select at its absolute discretion informing them of their win, the Prize(s) won, and any redemption instructions if applicable.
20. Subject to these Terms and Conditions, the Daily Prizes, Weekly Special Prizes and Grand Prizes will be credited into the Winners' Participating Account(s) and/or eGIA account within fifteen (15) weeks after the expiry of the Campaign Period.
21. Winners must have valid and active Participating Account(s) and/or eGIA accounts in Malaysia at the point of fulfillment of the Prize(s). For the avoidance of doubt, Participating Account(s) and/or eGIA 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.
22. The value for Grand Prize to be received by the Grand Prize Winners is subject to the gold price as at the date on which the Grand Prize is credited into the Grand Prize Winner's eGIA account.
23. 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.
24. 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 fulfillment of the Prize(s), otherwise the Prize(s) he/she is entitled to will be forfeited.
25. The Prize(s) cannot be transferred to any other third (3<sup>rd</sup>) party and are not exchangeable for a different Prize of similar value or any other alternatives. Where applicable, the Prize(s) will only be credited into the Eligible Participants' 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.

## General Terms and Conditions

26. The Eligible Participants 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 Participants may share with CIMB in accordance with the CIMB Group Privacy Notice at [www.cimb.com.my](http://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.

27. The Eligible Participants 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): -
- The Eligible Participant are in breach of the terms and conditions governing the Eligible Participants' Participating Account(s) and/or eGIA accounts;
  - The Eligible Participants' Participating Account(s) and/or eGIA accounts is terminated or closed or be made subject to any attachment, adverse orders made by the Court or any authorities sanctioned by laws; or
  - The Eligible Participants' Participating Accounts and/or eGIA accounts is delinquent, invalid or cancelled by the Eligible Participants or CIMB.
28. CIMB shall have the right to disqualify any Eligible Participants that it determines to be: -
- tampering with the entry/participation/application process; and/or
  - acting in breach of these Terms and Conditions.
29. 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 Participants via: -
- announcement at CIMB's website; and/or
  - notice at CIMB's branches; and/or
  - notice at CIMB's Currency Exchange counters; and/or
  - by 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 the Campaign.
30. 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, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages) resulting from: -
- The Eligible Participants' participation or non-participation in the Campaign; and/or
  - Any non-receipt or delayed receipt by the Eligible Participants of the SMS or EDM,
- unless such loss or damage arises from and is caused directly by CIMB's gross negligence or wilful default.
31. 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: -
- announcement at CIMB's website; and/or
  - notice at CIMB's branches; and/or
  - notice at CIMB's Currency Exchange counters; and/or
  - advertisement in one newspaper of CIMB's choice; and/or
  - by 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 the Campaign and to ensure that they are kept up-to date with any variation to these Terms and Conditions.
32. 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.
33. The 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 the Campaign; and/or
  - receipt, redemption or use of the Prize(s); and/or
  - breach or failure to comply with these Terms and Conditions.

34. 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.
35. 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.
36. 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.
37. The Eligible Participants agree that they will be responsible for any taxes, government fees or any other charges in relation to this Campaign.
38. If the product/service relating to this Campaign which the Eligible Participants have subscribed is offered by CIMB Bank, any question the Eligible Participants 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.
39. 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, 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
- b. Eligible Participants 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](mailto:cru@cimb.com).
  - c. 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.