

TERMS AND CONDITIONS
CIMB OCTO App RAYA Campaign

Campaign Period

1. The "CIMB OCTO App RAYA 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 **18th March 2024 00:01 hours (GMT+8)** and end on **17th May 2024 23:59 hours (GMT+8)**, both dates inclusive ("**Campaign Period**"). The Campaign Period is further divided into two (2) Campaign Cycles ("**Campaign Cycle**") as below:

Campaign Cycle	Transaction Period
Campaign Cycle 1	18 th March 2024 – 17 th April 2024
Campaign Cycle 2	18 th April 2024 – 17 th May 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 Cycles (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
Welcome Prize	Cashback of RM2	20,000 winners <i>[i.e. 10,000 Winners per Campaign Cycle]</i>
3 rd Prize	Cash Prize of RM500	80 winners <i>[i.e. 40 Winners per Campaign Cycle]</i>
2 nd Prize	Cash Prize of RM1,000	30 winners <i>[i.e. 15 Winners per Campaign Cycle]</i>
Grand Prize	Cash Prize of RM2,000	10 winners <i>[i.e. 5 Winners per Campaign Cycle]</i>

The Welcome Prize, 3rd Prize, 2nd 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(s) is entitled to win a maximum of one (1) Welcome Prize **and** one (1) 3rd Prize or one (1) 2nd Prize or one (1) Grand Prize only throughout the Campaign Period.

Campaign Mechanics & Participating Criteria

9. Welcome Prize:

In order to stand a chance to win the Welcome 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(s) 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) (hereinafter defined at Clause 11 below) with a minimum value of RM10 via CIMB OCTO Mobile App

(collectively referred to as the “**Welcome Prize Participating Criteria**”)

10. 3rd Prize, 2nd Prize, and Grand Prize:

In order to stand a chance to win the 3rd Prize or 2nd Prize or Grand Prize referred to in **Clause 7** above, Eligible Participant(s) may earn entries (“**Entry(ies)**”) by fulfilling the following participating criteria during the Campaign Period: -

Participating Criteria	Entry(ies) Earned
Successfully register a new CIMB Clicks ID and download and login to the CIMB OCTO Mobile App.	10 Entry(ies)
Perform one (1) Eligible Transaction(s) (as defined in Clause 11 below) with a minimum value of RM10 via CIMB OCTO Mobile App.	1 Entry earned per Eligible Transaction(s)
Saving an Eligible Transaction(s) involving DuitNow Transfer, JomPAY and/or Top Up (as defined in Clause 11 below) with the ‘Save as Favourite’ feature on the 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 Participant(s)’ Participating Account(s) (as defined in Clause 12 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 Participant(s)’ Participating Account(s) (as defined in Clause 12 below).
DuitNow Transfer	A successful DuitNow fund transfer (which is tagged with the “Duit Raya” tag) via ‘Transfer’ function in the CIMB OCTO Mobile App which must be linked to any of the Eligible Participant(s)’ Participating Account(s) (as defined in Clause 12 below).
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 Participant(s)’ Participating Account(s) (as defined in Clause 12 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 Participant(s)’ Participating Account(s) (as defined in Clause 12 below).
FPX	A successful payment to any of the FPX merchants via FPX through CIMB Clicks online banking portal using any of the Eligible Participant(s)’ Participating Account(s) (as defined in Clause 12 below).

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 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 Participant(s) during a particular Campaign Cycle will only be valid for that particular Campaign Cycle and cannot be carried forward to the next Campaign Cycle.
15. The Eligible Participant(s) acknowledge and agree that any determination by CIMB as to whether any particular transaction qualifies as an Eligible Transaction(s) shall be final, binding and conclusive and such determination shall not be challenged in any manner whatsoever.

Winners Selection

16. **Winner Selection:**

a. **Welcome Prize:**

The first 10,000 Eligible Participant(s) in each Campaign Cycle who fulfil the Welcome Prize Participating Criteria as set out at **Clause 9** above will be declared as Welcome Prize Winners ("**Welcome Prize Winners**").

b. **3rd Prize:**

- i. At the end of each Campaign Cycle, CIMB will shortlist a number of Eligible Participant(s) from the pool of Eligible Participant(s) who have earned Entry(ies) in accordance with **Clause 10** to be in the running to win the 3rd Prize ("**Potential 3rd Prize Winners**").
- ii. Potential 3rd 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 3rd Prize Winners will be required to answer one (1) question correctly by replying to the said SMS in the fastest time.
- iii. The first eighty (80) Potential 3rd Prize Winner who reply to the SMS in the fastest time and with the correct answer will be declared as the 3rd Prize Winners ("**3rd 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 Participant(s) (including any roaming charges incurred by Potential 3rd Prize 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 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 any loss of opportunity and consequential loss flowing therefrom) suffered in the event the Eligible Participant(s)' mobile numbers in CIMB's record are not current or updated.

c. **2nd Prize:**

- i. At the end of each Campaign Cycle, CIMB will shortlist a number of Eligible Participant(s) from the pool of Eligible Participant(s) who have earned Entry(ies) in accordance with **Clause 10** to be in the running to win the 2nd Prize ("**Potential 2nd Prize Winners**").
- ii. Potential 2nd 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 2nd Prize Winners will be required to answer one (1) question correctly by replying to the said SMS in the fastest time.
- iii. The first thirty (30) Potential 2nd Prize Winner who reply to the SMS in the fastest time and with the correct answer will be declared as the 2nd Prize Winners ("**2nd 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 Participant(s) (including any roaming charges incurred by Potential 2nd Prize 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 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 any loss of opportunity and consequential loss flowing therefrom) suffered in the event the Eligible Participant(s)' mobile numbers in CIMB's record are not current or updated.

d. **Grand Prize:**

- i. At the end of each Campaign Cycle, the Eligible Participant(s) who has earned the highest number of Entry(ies) for that particular Campaign Cycle will be shortlisted as a "**Potential Grand Prize Winner**".

- ii. The first five (5) Potential Grand Prize Winners from each Campaign Cycle who have earned the highest number of Entry(ies) in accordance with **Clause 10** will be declared as the Grand Prize Winners ("**Grand Prize Winner**").
 - iii. 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.
 - iv. 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 any 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.
17. CIMB reserves the right to forfeit the Prize(s) in the event of unclaimed prize(s) or an insufficient number of Winners selected after the end of the Campaign Period.

Fulfillment

18. The Welcome Prize Winners, 3rd Prize Winners, 2nd Prize Winners and Grand Prize Winners shall collectively be referred to as "**Winners**".
19. Notwithstanding anything contained herein to the contrary, CIMB will publish the Winners' name and their IC number (last 4 digits) via electronic communication display at CIMB Clicks website at www.cimbclicks.com.my.
20. Within 12 weeks after the Campaign Period ends (*or such other period as notified by CIMB*), Winners shall receive a notification through CIMB Clicks website at www.cimbclicks.com.my 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.
21. Subject to these Terms and Conditions, the Welcome Prizes, 3rd Prizes, 2nd Prizes and Grand Prizes will be credited into the Winners' Participating Account(s) within twelve (12) weeks after the expiry of the Campaign Period.
22. Winners must have valid and active Participating Account(s) in Malaysia at the point of fulfillment of the Prize(s). For the avoidance of doubt, Participating Account(s) 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, failing which the Prize(s) awarded to the said Winner shall be forfeited. In the event of forfeiture, no additional Winner shall be selected for the purposes of this Campaign.
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 (3rd) party and are not exchangeable for a different Prize(s) of similar value or any other alternatives. Where applicable, the Prize(s) will only be credited into the Eligible Participant(s)' 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 Participant(s) 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;

- 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.
27. The Eligible Participant(s) 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): -
- a. The Eligible Participant(s) are in breach of the terms and conditions governing the Eligible Participant(s)' Participating Account(s);
 - b. The Eligible Participant(s)' 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 Eligible Participant(s)' Participating Account(s) is delinquent, invalid or cancelled by the Eligible Participant(s) or CIMB.
28. CIMB shall have the right to disqualify any Eligible Participant(s) that it determines to be: -
- a. tampering with the entry/participation/application process; and/or
 - b. 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 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. by 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 the Campaign.

30. 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 the Campaign; and/or
 - b. Any non-receipt or delayed receipt by the Eligible Participant(s) 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 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. by 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 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 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.
33. The 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): -
- 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: -
- shall prevail over any provisions or representations contained in any other materials advertising the Campaign; and
 - 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 Participant(s) 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 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.
39. 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, 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
- Eligible Participant(s) 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.
 - 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.

[End]