

TERMS AND CONDITIONS
CIMB OCTO QR Spend & Win Campaign

Campaign Period

1. The “**CIMB OCTO QR Spend & Win 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 **20th July 2024 at 00:01 hours (GMT+8)** and end on **20th November 2024 at 23:59 hours (GMT+8)**, both dates inclusive (“**Campaign Period**”). The Campaign Period is further divided into five (5) Campaign Cycles (“**Campaign Cycle**”) as below:

Campaign Cycle	Transaction Period
Campaign Cycle 1	20 th July 2024 – 31 st July 2024
Campaign Cycle 2	1 st August 2024 – 31 st August 2024
Campaign Cycle 3	1 st September 2024 – 30 th September 2024
Campaign Cycle 4	1 st October 2024 – 31 st October 2024
Campaign Cycle 5	1 st November 2024 – 20 th November 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 individual customers whom have NOT made any DuitNow QR Payment to Merchant transaction via the CIMB OCTO Application and CIMB Clicks Application between 1st January 2024 and 19th July 2024 shall be eligible to participate in this Campaign (“**Eligible Participant(s)**”).
5. The following categories of persons/entities shall **NOT** be eligible to participate in this Campaign: -
 - a. Employees of CIMB Bank and CIMB Islamic Bank that are directly involved in the Winners selection process (as set out at **Clauses 13 to 15** below) for the Campaign; 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 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.

Prize(s)

7. The following prizes shall be available to the Winners of this Campaign.

Prize Category	Prize Description	Total Number of Winners
Grand Prize	Cash Prize of RM200	25 winners
Second Prize	Cash Prize of RM10	7,000 winners

The Grand Prize and Second Prize shall hereinafter be collectively referred to as the “**Prize(s)**” and shall be fulfilled by CIMB in the manner stated at **Clauses 17 to 28** below.

8. Each Eligible Participant(s) is entitled to win a maximum of one (1) Grand Prize and five (5) Second Prizes only throughout the Campaign Period.

Campaign Mechanics

9. In order to stand a chance to win the Prize(s), Eligible Participant(s) must perform at least one (1) Eligible Transaction(s) within the Campaign Period: -
10. For the purposes of this Campaign: -
- a. **"Eligible Transaction(s)"** shall mean: -

Eligible Transaction(s)	Description
DuitNow QR to Merchant	At least one (1) successful payment to any local DuitNow QR merchants made via CIMB OCTO Application (" CIMB OCTO App ") using the 'DuitNow QR Scan' function available on the CIMB OCTO App.
or	
Cross-Border DuitNow QR	<p>At least one (1) successful Cross-Border DuitNow QR transaction made via the CIMB OCTO App using the 'DuitNow QR Scan' function available on the CIMB OCTO App.</p> <p>Eligible Participant(s) are able to perform the transaction using the following country's local QR codes listed below:</p> <ul style="list-style-type: none"> Singapore Thailand Indonesia China



- b. For clarity, in order for a transaction to qualify as an Eligible Transaction(s), the transaction must be made via CIMB OCTO App only and using funds from any of the Eligible Participant(s)' CIMB savings account/-i or CIMB current account/-i registered with CIMB ("**Participating Account(s)**").
- c. Any overseas transaction made by the Eligible Participant(s) shall be converted to Ringgit Malaysia (RM) for the purpose of calculation and shall be based on CIMB's prevailing exchange rate. A transaction will be considered an overseas/cross border transaction if it was conducted in any currency other than Malaysian Ringgit. Any determination by CIMB as to what constitutes an overseas transaction shall be conclusive and shall not be challenged in any manner whatsoever, save for manifest error.
11. 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.
12. 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

Winners' Selection:

13. **Grand Prize:**

- a. In order to stand to win the Grand Prize, Eligible Participant(s) must perform Eligible Transaction(s) totalling at least RM200 for any particular Campaign Cycle.
- b. At the end of Campaign Period, five (5) Eligible Participant(s) who have the highest cumulative spend (subject always to the conditions set out at **Clause 10** above) for each Campaign Cycle shall be declared as a "**Grand Prize Winner**". A total of twenty-five (25) Grand Prize Winners (i.e. five (5) for each Campaign Cycle) will be declared as the Grand Prize Winners of this Campaign.

14. **Second Prize:**

- a. In order to stand to win the Second Prize, Eligible Participant(s) must perform Eligible Transaction(s) totalling at least RM50 for any particular Campaign Cycle.
- b. The selection of "**Second Prize Winners**" shall be selected on a first-come-first-serve basis as follows: -

Campaign cycle	Duration	Selection of Second Prize Winners
Campaign Cycle 1	20 th July 2024 – 31 st July 2024	The first 1,100 Eligible Participant(s) who meet the criteria set out in Clause 14(a) above during Campaign Cycle 1 will be declared as a Second Prize Winner
Campaign Cycle 2	1 st August 2024 – 31 st August 2024	The first 1,600 Eligible Participant(s) who meet the criteria set out in Clause 14(a) above during Campaign Cycle 2 will be declared as a Second Prize Winner
Campaign Cycle 3	1 st September 2024 – 30 th September 2024	The first 1,600 Eligible Participant(s) who meet the criteria set out in Clause 14(a) above during Campaign Cycle 3 will be declared as a Second Prize Winner
Campaign Cycle 4	1 st October 2024 – 31 st October 2024	The first 1,600 Eligible Participant(s) who meet the criteria set out in Clause 14(a) above during Campaign Cycle 4 will be declared as a Second Prize Winner
Campaign Cycle 5	1 st November 2024 – 20 th November 2024	The first 1,100 Eligible Participant(s) who meet the criteria set out in Clause 14(a) above during Campaign Cycle 5 will be declared as a Second Prize Winner

15. CIMB reserves the right to forfeit the Prize(s) in the event of unclaimed prize(s) or if there is an insufficient number of Winners selected after the end of the Campaign Period.

Fulfilment

16. The Grand Prize Winners and Second Prize Winners shall collectively be referred to as "**Winners**".
17. Notwithstanding anything contained herein to the contrary, CIMB will publish the Winners' name and their NRIC number (last 4 digits) via electronic communication display at CIMB Clicks website at www.cimbclicks.com.my.
18. Within ten (10) weeks after the Campaign Period ends (or such other period as notified by CIMB), Winners shall receive a notification through i.e. (a) email; and/or (b) short messaging service ("SMS"); and/or (c) Push Notification; and/or (d) any other means of notification which include publishing Winners' name and their NRIC number (last 4 digits) via electronic communication display at www.cimbclicks.com.my ; which CIMB may select at its absolute discretion informing them of their win, the Prize(s) won, and any redemption instructions if applicable.

19. For the avoidance of doubt, all telecommunication charges incurred shall be borne by the Winners (including any roaming charges incurred by the Winners outside Malaysia) as a result of CIMB contacting them and CIMB shall not be liable for the same.
20. 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.
21. Subject to these Terms and Conditions, the Grand Prizes and Second 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 fulfilment 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 fulfilment shall be deemed to be "inactive" for the purposes of this Campaign and 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. 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 fulfilment of the Prize(s), otherwise the Prize(s) he/she is entitled to will be forfeited.
24. The Prize(s) cannot be transferred to any other third 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.
25. CIMB reserves the right to forfeit the Prize(s) awarded to a Winner if there is a reversal of payment for the Eligible Transaction(s) performed by the Winner.
26. 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.
27. By acceptance or receipt of the Prize, 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 such Eligible Participant(s): -
(i) participation in the Campaign; or
(ii) receipt, redemption or use of the Prize.
All risks, loss or damages associated with the use of the Prize shall be assumed by the Eligible Participant(s).
28. CIMB accepts no responsibility for any tax implications that may arise from the Prize(s) or the use thereof. Any tax filing obligation or any tax payment due to any authority as a result of receipt of the Prize(s) remain the sole responsibility of the Winner. It is the responsibility of each Winner to seek independent advice on the possible implications this may have on his/her own financial situation.

General Terms and Conditions

29. The Eligible Participant(s) agree that by participating in the Campaign, they: -
- are required to read and understand these Terms and Conditions;
 - have accessed, read and confirm their agreement to these Terms and Conditions;
 - confirm that the key contract terms affecting their obligations have been adequately explained to them;
 - consent to CIMB processing and disclosing their personal data as well as any personal data of any individual which the Eligible Participant(s) may share with CIMB in accordance with the CIMB Group Privacy Notice at www.cimb.com.my;
 - agree that all decisions reasonably made by CIMB in relation to every aspect of this Campaign shall be final, binding and conclusive; and
 - 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. 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.
- 35. 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.

36. 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.
37. 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.
38. 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.
39. 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.
40. The Eligible Participant(s) agree that they will be responsible for any taxes, government fees or any other charges in relation to this Campaign.
41. 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.
42. 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: contactus@cimb.com
43. 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.
44. 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]