

TERMS AND CONDITIONS
CIMB eFIXED DEPOSIT NOVEMBER 2020 CAMPAIGN

Campaign

1. The “**CIMB eFixed Deposit November 2020**” Campaign (“**Campaign**”) is organised by CIMB Bank Berhad [197201001799 (13491-P)] (“**CIMB Bank**”) and shall commence from 11 November 2020 to 20 January 2021, both dates inclusive (“**Campaign Period**”). CIMB Bank 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.

Eligibility

2. Subject to the provisions of Clause 3 below, this Campaign is open to all new and existing:-
 - a) individual customers; and
 - b) staff of CIMB Group (including contract and probationary staff),

who are of eighteen (18) years old and above, with an active CIMB Clicks account and an active conventional Current Account or Savings Account (“**CASA**”) during the Campaign Period (hereinafter collectively referred to as “**Eligible Customer(s)**”), subject to the terms and conditions stated herein.

“**CIMB Group**” means the group of companies/legal entities in which CIMB Group Holdings Berhad, being the ultimate holding company of CIMB Bank has a controlling interest, directly or indirectly, either by itself or through its subsidiaries.

3. The following individuals/entities shall be excluded and shall **NOT** be eligible to participate in this Campaign:-
 - a) Small medium enterprise/enterprise banking/commercial and corporate customers as determined by CIMB Bank which may include but not limited to sole proprietorships, partnerships, public listed companies, private limited companies, charitable/non-profit organization, societies and professional partnerships; and/or
 - b) Individuals below the age of eighteen (18) years old at the time of their participation in this Campaign.

By participating in this Campaign, the participant represents and confirms that he/she does not fall within the categories of persons/entities excluded above.

Campaign Mechanics

4. The Fixed Deposit (“**FD**”) placement must be performed electronically or by way of any online FD placement through CIMB Clicks. To participate in this Campaign, the Eligible Customer(s) must open a CIMB eFixed Deposit (“**eFD**”) account where the Eligible Customer(s) must:-
 - a) click on the direct link available on CIMB Clicks website promotion page; or
 - b) log into CIMB Clicks website (www.cimbclicks.com.my) and click on the promotional banner regarding the Campaign (for selected Eligible Customer(s) only)

AND make a single deposit placement for a minimum amount of **Ringgit Malaysia Five Thousand (RM5,000.00)** for the tenure of three (3) months, six (6) months or twelve (12) months during the Campaign Period.

5. Subject to the terms and conditions herein, the Eligible Customer(s) who have fulfilled the criteria in Clause 4 above shall be entitled to the following campaign rates in relation to the eFD placed with CIMB Bank (“**Campaign Rate**”) under this Campaign:-

eFD Tenure	Campaign Rate	Minimum Single Deposit Placement Amount in eFD account
Three (3) Months	2.10% p.a.	RM5,000
Six (6) Months	2.20% p.a.	RM5,000
Twelve (12) Months	2.25% p.a.	RM5,000

6. FD placements made at physical counters at any branches of CIMB Bank shall not be eligible to the Campaign Rates.
7. The Campaign Rates are applicable for eFD placement of one (1) cycle only.
8. Interest earned based on the Campaign Rates will be paid out to the Eligible Customer(s) upon completion of the applicable eFD tenure. To illustrate, interest for eFD with three (3) Months tenure will be paid out to the Eligible Customer(s) on the fourth (4th) month, interest for eFD with six (6) Months tenure will be paid out to the Eligible Customer(s) on the (7th) month, whereas interest for eFD with twelve (12) Months tenure will be paid out to the Eligible Customer(s) on the (13th) month.
9. Interest earned based on the Campaign Rates will be automatically credited into the Eligible Customer(s)' designated CASA maintained with CIMB Bank or added on to the principal eFD, as may be selected by the Eligible Customer(s) at the time of placement of eFD.
10. In the event the Eligible Customer(s) would like to withdraw the eFD before maturity of the eFD Tenure, a complete upliftment/withdrawal of the balance in the eFD account must be performed. The Eligible Customer(s) shall not be entitled to earn any interest (i.e. interest based on the Campaign Rate or CIMB Bank's board rate or staff rate, as may be applicable) in the event of upliftment/withdrawal of the eFD prior to the maturity date of the eFD.
11. **Renewal:** Upon maturity of the eFD under this Campaign, the Campaign Rates will cease to apply and the Eligible Customer(s) hereby agrees and authorises CIMB Bank to automatically renew or roll over the principal eFD amount and the interest earned based on the Campaign Rates (if so selected by the Eligible Customer(s) at the time of placement of the eFD) to its respective tenures, and the prevailing CIMB Bank's board rate or staff rate applicable to fixed deposit at the time of renewal or roll over shall apply.
12. CIMB Bank reserves the right, from time to time, to vary the Campaign Rates requirement, upon giving the Eligible Customer(s) seven (7) days' prior notice.
13. In the event of an Overnight Policy Rate (OPR) change, CIMB Bank reserves the right to:
 - a) Extend, shorten or discontinue this Campaign with immediate effect upon notice by CIMB Bank; or
 - b) Revise the Campaign Rates with immediate effect upon notice by CIMB Bank.
14. These Campaign Rates cannot be used in conjunction with other offers, promotions and/or privileges (eg. staff rate) unless otherwise stated.

General Terms and Conditions

15. By participating in this Campaign, the Eligible Customer(s) are deemed to have read, understood and agreed to be bound by these Terms and Conditions as well as consented to CIMB Bank processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice which can be found at www.cimb.com.my and agree that all decisions fairly and reasonably made by CIMB Bank in relation to every aspect of this Campaign, shall be final, binding and conclusive.
16. CIMB Bank's decision on all matters relating to this Campaign, including the determination of Eligible Customer(s) and the entitlement to the Campaign Rates are final, binding and conclusive provided the same must be seen to be fair and reasonable. No correspondence, queries, protests or attempts to dispute the same will be entertained unless the same is due to the gross negligence or wilful default of CIMB Bank.

17. CIMB Bank has the right and is entitled, upon giving seven (7) days prior notice, to debit the eFD or any other account of the Eligible Customer(s) maintained with CIMB Bank at any time as it deems appropriate with the applicable or prevailing statutory fees, stamp duties, commissions, bank charges and/or service charges.
18. The Eligible Customer(s)' eFD account and CASA (i) MUST not be in breach of the terms and conditions governing the eFD account and CASA; AND (ii) MUST not be frozen, 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 as determined by CIMB Bank during the Campaign Period and/or before the crediting of the interest, otherwise the Eligible Customer(s) will be disqualified from participating in this Campaign and/or being entitled to the Campaign Rate.
19. CIMB Bank reserves the right at its sole discretion to disqualify any Eligible Customer(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.
20. By participating in this Campaign, the Eligible Customer(s) hereby agree that CIMB Bank shall not in any manner whatsoever be liable or held responsible to the Eligible Customer(s) if CIMB Bank 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 Bank 's control or due to any factor in a nature of a force majeure which is beyond CIMB Bank's reasonable control.
21. CIMB Bank reserves the right to extend, shorten, discontinue, cancel, terminate or suspend this Campaign by giving seven (7) calendar days' prior notice to the Eligible Customer(s). For the avoidance of doubt, any extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign by CIMB Bank shall not entitle any of the Eligible Customer(s) or any other persons whatsoever to any claim or compensation against CIMB Bank for any losses or damages suffered or incurred by the Eligible Customer(s) as a direct or indirect result of the act of extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign.
22. CIMB Bank shall not be liable to any Eligible Customer(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 unless the same shall arise from and are caused directly by CIMB Bank's gross negligence or wilful default.
23. CIMB Bank 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 Customer(s) in respect of the Amendment shall be effected at CIMB Bank's absolute discretion through any one of the following means of communication, namely, via electronic communication display at CIMB Clicks website where detail provisions regarding the Amendment may be provided in the notice itself or may be provided to the Eligible Customer(s) upon requests; or by any other means of notification which CIMB Bank may select and the Amendment shall be deemed as binding on the Eligible Customer(s) as from the date of notification of the Amendment or from such other date as may be specified by CIMB Bank in the notification. Eligible Customer(s) acknowledge and agree to access CIMB Bank'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.
24. No compensation in cash or any kind shall be given to the Eligible Customer(s) for any losses or damages suffered or incurred by the Eligible Customer(s) as a direct or an indirect result of such Amendment of the Terms and Conditions herein.
25. These Terms and Conditions (as amended from time to time pursuant to Clause 22) 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 eFD account and CASA and terms and conditions governing eFD account and CASA which shall apply in addition to the Terms and Conditions herein. The terms and conditions governing eFD account and CASA are available at www.cimb.com.my.

26. 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 Bank in relation to or which are applicable to the Campaign or any matters herein.
27. 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 herein, the English version of these Terms and Conditions shall prevail. Notwithstanding the aforementioned, where request had been made by the Eligible Customer(s) and noted and acknowledged by CIMB Bank in its records that the Bahasa Malaysia version of the terms and conditions governing eFD account and CASA have been selected by the Eligible Customer(s) to govern the operation of the Eligible Customer(s) use of eFD account and CASA, then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
28. For feedbacks and/or complaints related to this Campaign, the Eligible Customer(s) may contact CIMB Bank's Customer Resolution Unit bearing the following address, telephone numbers and email address (or bearing such other address, telephone numbers and email address which CIMB Bank may change by notification to the Eligible Customer(s)): Customer Resolution Unit, P.O. Box 10338, GPO Kuala Lumpur, 50710 Kuala Lumpur / Tel: +603 6204 7788 / E-mail: CRU@cimb.com.