

Terms and Conditions for "CIMB Clicks – TopUpJer Campaign"

1. The "CIMB Clicks – TopUpJer Campaign" ("Campaign") is jointly organised by CIMB Bank Berhad (13491-P) ("CIMB Bank") and CIMB Islamic Bank Berhad (671380-H) ("CIMB Islamic Bank"). Every mention of "CIMB" refers to both CIMB Bank and CIMB Islamic Bank.

The Campaign Period

2. The Campaign shall run from 5 October 2020 to 31 December 2020, both dates inclusive ("Campaign Period").
3. CIMB reserves the right upon giving prior notice of not less than fourteen (14) calendar days to change the duration and/or the commencement and/or expiry dates of the Campaign Period.

Eligibility

4. This Campaign is open to all new and existing CIMB Clicks users.
5. The following categories of persons are NOT eligible to participate in this Campaign:
 - I. Permanent, temporary and/or contract 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
 - II. Representatives and/or agents (including advertising and campaign agents, 3rd party vendors and service providers) of CIMB (including its subsidiaries and related companies) and their permanent, temporary and/or contract staff or employees and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or
 - III. Individuals below the age of 18 years.

By participating in this Campaign, the participant represents and confirms that the he/she is not under the above categories of persons ("Eligible Participant(s)").

Prizes & Participation Criteria

6. The following prizes are available to the selected winners of this Campaign:

("Prize Category")	("Prize")	Number of winners per Campaign Week
Weekly First Prize	Apple iPad 10.2"	1
Weekly Consolation Prize	RM200 Cash	10

("Campaign Week")	Start Date	End Date
Week 1	05 October 2020	11 October 2020
Week 2	12 October 2020	18 October 2020

Week 3	19 October 2020	25 October 2020
Week 4	26 October 2020	01 November 2020
Week 5	02 November 2020	08 November 2020
Week 6	09 November 2020	15 November 2020
Week 7	16 November 2020	22 November 2020
Week 8	23 November 2020	29 November 2020
Week 9	30 November 2020	06 December 2020
Week 10	07 December 2020	13 December 2020
Week 11	14 December 2020	20 December 2020
Week 12	21 December 2020	27 December 2020
Week 13	28 December 2020	31 December 2020

7. Eligible Participant(s) may earn entries ("Entry" or "Entries", as the case may be) in order to be in the running to win the Prize(s) referred to in Clause 6 above by performing the transaction(s) stated in the table below via the CIMB Clicks website (www.cimbclicks.com.my) or CIMB Clicks mobile app:-

("Eligible Transaction(s)")	No of Entry
One (1) successful Prepaid Reload transaction with a minimum sum of RM15 via the CIMB Clicks website (www.cimbclicks.com.my) during each Campaign Week.	1
One (1) successful Prepaid Reload transaction with a minimum sum of RM15 via the CIMB Clicks Mobile App during each Campaign Week.	3

8. For the purposes of these Terms and Conditions, "Prepaid Reload" under this Campaign shall mean a prepaid reload transaction made by the Eligible Participant(s) by logging into the CIMB Clicks website (www.cimbclicks.com.my) or CIMB Clicks mobile app to perform a prepaid reload at the 'Top Up' section. The Prepaid Reload shall be made using funds pulled from any of the Eligible Participants' CIMB savings or current account, or CIMB credit or debit card account registered with CIMB for the purposes of CIMB Clicks online banking facility ("Participating Account(s)").
9. Entries earned during a Campaign Week is only valid for that particular Campaign Week and cannot be brought forward to the next Campaign Week.
10. 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.
11. The Eligible Participant(s) acknowledges and agree that CIMB's determination as to what constitutes an Eligible Transaction shall be deemed conclusive and shall not be challenged in any manner whatsoever.

Winners Selection & Fulfilment

12. At the end of Campaign Period, subject to the terms and conditions herein, the CIMB's automated system will randomly shortlist a list of potential winners from the pool of Eligible Participant(s) based on the total Entries earned by Eligible Participants within each Campaign Week ("Potential Winners").

13. The Potential Winners will be contacted by CIMB via short message service ("SMS") whose mobile numbers are registered with Celcom, DiGi, U Mobile or TuneTalks telecommunication service providers and maintained in CIMB's records. The Potential Winners will be required to answer one (1) question correctly in the fastest time by replying to the said SMS.
 14. The first Potential Winner who respond to the SMS with the correct answer will be declared as winner of the Weekly First Prize ("Weekly First Prize Winner"). The next TEN (10) Potential Winners who respond to the SMS with the correct answer will be declared as winners of the Weekly Consolation Prizes ("Weekly Consolation Prize Winners"). The Weekly First Prize Winner and Weekly Consolation Prize Winners shall collectively be referred to as the "Winners".
 15. For the avoidance of doubt, all telecommunication charges shall be borne by the Eligible Participants (including roaming charges incurred by the Potential Winners outside Malaysia) as a result of CIMB contacting them and CIMB shall not be liable for the same.
 16. Eligible Participants shall be responsible to ensure that their mobile numbers and/or email address and/or mailing address provided are current and updated with CIMB. The notification and/or delivery of the Prize by CIMB will be based on each Eligible Participant(s)' mobile number and mailing address in Malaysia maintained with CIMB. The delivery of the Weekly First Prize is only valid for mailing addresses that are based within Malaysia, and will not be valid for mailing address that is based outside Malaysia. Eligible Participants with mailing address that are based outside Malaysia will need to provide a mailing address that is based in Malaysia, or collect the Weekly First Prize from a CIMB branch. For Eligible Participants who do not have a mailing address in Malaysia, the Eligible Participants who are entitled to the Weekly First Prize must contact CIMB Customer Service officer at telephone number 03-6204 7788 to notify CIMB of either the collection of the Weekly First Prize from a CIMB branch or the delivery of the Weekly First Prize to a given mailing address in Malaysia. CIMB shall not be responsible to the Eligible Participants for any loss (including loss of opportunity and consequential loss flowing there from) suffered or for any failure to fulfil the delivery of the Prize in the event the Eligible Participants' telephone number and/or mailing address in CIMB's record is not current or correct.
 17. An Eligible Participant is eligible to win a maximum of one (1) Prize only under this Campaign.
 18. 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.
 19. CIMB will notify the Winners via electronic communication display at CIMB's website at www.cimbclicks.com.my or via electronic mail or via SMS to the Winners' mobile numbers or by any other means of notification, which CIMB may select at its absolute discretion.
 20. Prizes fulfilment:
 - a. The Weekly First Prize will be sent to the Weekly First Prize Winner's mailing address maintained with CIMB within twelve (12) weeks after the end of the Campaign Period. The Weekly First Prize Winners agree and authorise CIMB to disclose the Weekly First Prize Winners' details (including but not limited to name, NRIC number, telephone number and address) to the distributor/agent who may then contact the Weekly First Prize Winners regarding the delivery or redemption of the Weekly First Prizes.
 - b. The Weekly First Prizes to be won:
-

- (i) are provided on an "as is where is" basis; and
 - (ii) are neither transferable nor exchangeable for cash or credit.
 - c. The Weekly Consolation Prize will be credited into the Weekly Consolation Prize Winner's Participating Accounts selected by CIMB within twelve (12) weeks after the end of the Campaign Period.
 - d. The Weekly Consolation Prize cannot be transferred to any third party, exchanged for a different prize or reward of similar value or any other alternatives in any circumstances. CIMB will not entertain any request from the Weekly Consolation Prize Winner to credit the Weekly Consolation Prize to the Weekly Consolation Prize Winner's other CIMB account.
 - e. CIMB Bank reserves the right to forfeit the Prize in the event where there is a reversal of payment for the Eligible Transaction.
 - f. All costs, fees and/or expenses incurred or to be incurred by the Winners in relation to the Campaign and/or the claiming of the Prizes including fees, levies or taxes imposed or to be imposed are the sole liability and responsibility of the Winners.
 - g. The Winners will be at the sole and absolute discretion of CIMB be required to attend and participate in a prize-giving ceremony and/or other related events organized by CIMB (if any) and if the Winners fail to attend such ceremonies and/or events, CIMB reserves the right to forfeit the Prize and select another Winner.
21. Images of the Weekly First Prize shown in any marketing and/or advertisement collateral are for visual purposes only and the colour/design may vary from the actual Weekly First Prize received. The Weekly First Prize Winners are not allowed to choose or change the colour or model of the Weekly First Prize.
22. Apple is not a participant in or sponsor of this Campaign. Nothing in these Terms and Conditions shall be taken to be a representation that manufacturer/designer of the Weekly First Prizes has endorsed these Terms and Conditions or CIMB's products.

General Terms and Conditions

23. By participating in this Campaign, the Eligible Participant(s) are deemed to have read, understood and agreed to be bound by these Terms and Conditions as well as consented to CIMB processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice which can be found at www.cimbbank.com.my or www.cimbislamicbank.com.my and agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Prize to be given away shall be final, binding and conclusive.
24. The Eligible Participants' Participating Account (i) MUST NOT be in breach of the Terms and Conditions herein and/or the agreements which govern the Participating Account; and (ii) MUST NOT be 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 during the Campaign Period and/or before the crediting of the Prize, otherwise the Eligible Participant(s) will be disqualified from participating in this Campaign and/or the Prize will be forfeited.

25. CIMB reserves the right at its sole discretion to disqualify any Eligible Participant(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.
26. CIMB reserves the right to substitute the Prize with other item(s) of similar cost and/or to extend, shorten, discontinue, cancel, terminate or suspend this Campaign by giving fourteen (14) calendar days' prior notice to the Eligible Participant(s). For the avoidance of doubt, any extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign by CIMB shall not entitle any of the Eligible Participant(s) or any other persons whatsoever to any claim or compensation against CIMB for any losses or damages suffered or incurred by the Eligible Participant(s) as a direct or indirect result of the act of extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign.
27. By participating in this Campaign, the Eligible Participant(s) hereby agree that CIMB shall not in any manner whatsoever be liable or held responsible to the Eligible Participant(s) if CIMB 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's control or due to any factor in a nature of a force majeure which is beyond CIMB's reasonable control.
28. CIMB shall not be liable to any Eligible Participant(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 including arising from any non-receipt or delayed receipt by the Eligible Participant(s) of the SMS or email unless the same shall arise from and are caused directly by CIMB's gross negligence or wilful default.
29. CIMB reserves the right upon giving prior notice of twenty-one (21) calendar days to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("Amendments") any of the Terms and Conditions herein. Notification to Eligible Participant(s) in respect of the Amendments shall be effected at CIMB's absolute discretion through any one of the following means of communication, namely, via electronic communication display at CIMB Clicks website (www.cimbclicks.com.my) or CIMB's website where detail provisions regarding the Amendments may be provided in the notice itself or may be provided to the Eligible Participant(s) upon request; or by effecting an advertisement regarding the Amendments in one newspaper of CIMB's choice or by any other means of notification which CIMB may select and the Amendments shall be deemed as binding on the Eligible Participant(s) as from the date of notification of the Amendments or from such other date as may be specified by CIMB in the notification. Eligible Participant(s) acknowledge and 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 changes or variations to these terms and conditions.
30. No compensation in cash or any kind shall be given to the Eligible Participant(s) for any losses or damages suffered or incurred by the Eligible Participant(s) as a direct or an indirect result of such Amendments of the Terms and Conditions herein.
31. These Terms and Conditions (as amended from time to time pursuant to Clause 29) 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

CIMB Clicks Internet Banking Agreement and the prevailing terms and conditions governing the Participating Account(s) which shall apply in addition to the Terms and Conditions herein.

32. To the fullest extent permitted by law, CIMB expressly excludes and disclaims any representations, warranties or endorsement, implied or express, written or oral, of all Weekly First Prizes and will not assume any responsibility for the Weekly First Prizes offered under this Campaign. CIMB will not entertain any complain whatsoever in connection with the Weekly First Prizes. The Weekly First Prizes have not been certified by CIMB and under no circumstances shall the inclusion of any Weekly First Prize in this Campaign be construed as an endorsement or recommendation of the Weekly First Prizes by CIMB. CIMB's liability with regards to the Weekly First Prizes is only to pay the price of the same to the vendors/providers.
33. The Weekly First Prizes are offered and/or provided solely by the relevant vendors/ providers, under such terms and conditions as determined by such vendors/providers and CIMB accepts no liability (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third party) howsoever arising whether in contract, tort, negligence or otherwise in connection with the Weekly First Prizes, even if CIMB have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
34. By acceptance or receipt of a Weekly First Prize, the Weekly First Prize Winner 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 suffered by CIMB and its affiliates and their respective directors, officers, employees and agents in connection with such Weekly First Prize Winner's participation in the Campaign or receipt, redemption or use of the Weekly First Prize. All risks, loss or damage associated with the use of the Weekly First Prize shall be assumed by the Winners.
35. CIMB accepts no responsibility for any tax implications that may arise from the Prizes or the use thereof. Any tax filing obligation or any tax payment due to any authority as a result of receipt of the Prizes 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.
36. CIMB reserves the right to publish or display the name, picture and city of residence of any Winner for advertising and publicity purposes in any manner it deems appropriate. By participating in this Campaign, the Winner hereby consents to and agrees that CIMB shall be at liberty to publish and/or display materials and/or information, including but not limited to the name, photos and city of residence of the Winner without compensation for advertising and publicity purposes. Non-compliance may result in an alternative Winner being chosen.
37. Any query, feedback, concern, issue or complaint by the Eligible Participant(s) pertaining to the Participating Account(s) under CIMB Islamic Bank shall be directed to CIMB Islamic Bank and CIMB Bank shall not be responsible for any matter relating to the Participating Accounts under CIMB Islamic Bank.
38. 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 in relation to or which are applicable to the Campaign or any matters herein.
39. 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 a request had been made by the Eligible Participant(s) and noted and acknowledged by CIMB in its records that the Bahasa Malaysia

version of the CIMB Clicks Internet Banking Agreement has been selected by the Eligible Participant(s) to govern the operation of the Eligible Participant(s)' use of CIMB Clicks, then the Bahasa Malaysia version of these Terms and Conditions shall prevail.

40. For feedbacks and/or complaints related to this Campaign, the Eligible Participant(s) may contact CIMB's Customer Resolution Unit bearing the following address, telephone and facsimile numbers (or bearing such other address, telephone and facsimile numbers which CIMB may change by notification to the Eligible Participant(s)): Customer Resolution Unit, P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan / Tel: 603 6204 7788 / Fax: 603 2691 3248 / Email: cru@cimb.com.