

TERMS AND CONDITIONS
CIMB Clicks TopUpJer Hotlink Campaign

Campaign Period

1. The “CIMB Clicks TopUpJer Hotlink” 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 **9 May 2022 00:01 hours (GMT+8)** and end on **30 June 2022 23:59 hours (GMT+8)**, both dates inclusive (“**Campaign Period**”).
3. CIMB reserves the right upon giving adequate prior notice of seven (7) calendar days to change the duration of the Campaign Period.

Eligibility

4. This Campaign is open to all new and existing active CIMB Clicks users (“**Eligible Participant(s)**”).
5. The following categories of persons/entities shall **NOT** be eligible to participate in this Campaign:
 - a. Small medium enterprises/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
 - 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, temporary and/or contract 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. Customers who have been declared as a bankrupt or have been wound up or otherwise have bankruptcy or winding-up 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 at Clause 5 above.

Prizes

7. Eligible Participant(s) stand to win the following “Prizes” throughout the Campaign Period: -

Category of Prizes	Description of Prizes	Total Number of Winners -
Grand Prize	Samsung Galaxy S22 Ultra	5
Cashback	RM10 cashback	3,000 (A maximum of 1,500 Winners for each Campaign Month)

8. Each Eligible Participant(s) is eligible to win a maximum of one (1) Grand Prize or two (2) Cashback only throughout the Campaign Period.

Campaign Mechanics

9. In order to stand a chance to win the Prizes offered under this Campaign, the Eligible Participant(s) must perform the following Eligible Transaction(s) within the Campaign Period to earn Qualifying Entries as follows: -

Campaign Month	Eligible Transaction(s)	No of Qualifying Entries Earned
Campaign Month 1 9 May 2022 – 31 May 2022	Perform one (1) Prepaid Reload Transaction (hereinafter defined at Clause 11) to Maxis (Hotlink) with a minimum denomination of at least RM10 in the particular Campaign Month	1
Campaign Month 2 1 June 2022 – 30 June 2022		

10. Eligible Participant(s) may earn double the number of Qualifying Entries he/she is entitled to under Clause 9 above if he/she performs five (5) or more Eligible Transaction(s) in a single Campaign Month.

Examples: -

- a. Customer A makes a Prepaid Reload Transaction of RM50.00 in a single transaction on 10 May 2022. Customer A earns one (1) Qualifying Entry for the Campaign Month of May.
- b. Customer B makes a Prepaid Reload Transaction of RM50.00 in five (5) different transactions in May 2022- RM10.00 on 10 May 2022, RM10.00 on 15 May 2022, RM10.00 on 20 May 2022 and two separate RM10.00 Prepaid

Reload Transactions on 30 May 2022. Customer B earns a total of ten (10) Qualifying Entries for the Campaign Month of May as Customer B is entitled to earn double the number of Qualifying Entries he/she is entitled to under Clause 9 above if he/she performs five (5) or more Eligible Transaction(s) in a single Campaign Month.

- c. Customer C makes a Prepaid Reload Transaction of RM50.00 in five (5) different transactions across May and June 2022- RM10.00 on 10 May 2022, RM10.00 on 15 May 2022, RM10.00 on 20 June 2022 and two separate RM10.00 Prepaid Reload Transactions on 25 June 2022. Customer C earns a total of five (5) Qualifying Entries- two (2) Qualifying Entries for the Campaign Month of May and three (3) Qualifying Entries for the Campaign Month of June.
11. For the purposes of these Terms and Conditions, “**Prepaid Reload Transaction**” shall mean any prepaid reload transaction made by the Eligible Participant(s) via CIMB Clicks website or CIMB Clicks mobile application via the ‘Top Up’ function.
 12. Eligible Participant(s) must use funds from his/her linked CIMB Savings or Current account registered with CIMB for CIMB Clicks online banking facility only (“**Participating Account(s)**”).
 13. The number of Eligible Transaction(s) made by the Eligible Participant(s) shall be calculated based on the Eligible Transaction(s) made by him/her using his/her Participating Account(s) which has been linked to his/her CIMB Clicks ID. If the Eligible Participant(s) has multiple Participating Account(s) and CIMB Clicks IDs, Eligible Transaction(s) made on each of his/her Participating Account(s) linked to his/her CIMB Clicks ID shall be accumulated for the purposes of determining the number of Eligible Transaction(s) made by the Eligible Participant(s) in a particular Campaign Month.
 14. For the avoidance of doubt, only Prepaid Reload Transactions made for Maxis (Hotlink) as listed under the Top Up function in CIMB Clicks shall be taken into consideration. Prepaid Reload Transactions made for any other mobile service provider shall not be taken into consideration for the purposes of this Campaign.
 15. The tracking of Eligible Transaction(s) is based on the Prepaid Reload Transactions dates and time (Malaysian Time).
 16. The Eligible Participant(s) hereby expressly acknowledge and agree that the determination by CIMB as to whether any particular Prepaid Reload Transaction qualifies as an Eligible Transaction(s) is conclusive and shall not be challenged in any manner whatsoever.

Winners Selection

17. Grand Prize Winners

- a. At the end of the Campaign Period, fifteen (15) Eligible Participant(s) with the highest number of Qualifying Entries will be shortlisted as the potential grand prize winners

(“**Potential Grand Prize Winners**”) and shall stand to win one (1) unit of Samsung Galaxy S22 Ultra each.

- b. The Potential Grand Prize Winners will be contacted within three (3) weeks after the end of the Campaign Period via short message service (“**SMS**”) which shall contain one (1) question and they will need to answer the question correctly in the fastest time. The SMS will be sent to the Eligible Participant(s)’ mobile number maintained in CIMB’s records. The deadline (i.e., date and time) to answer the question will be specified in the SMS. CIMB shall not be responsible in the event that the Potential Grand Prize Winners cannot be contacted for any reason whatsoever.
 - c. The **first five (5)** Potential Grand Prize Winners who answer the question correctly will be declared as the “**Grand Prize Winners**”.
18. In the event that there are insufficient Grand Prize Winners from the pool of Potential Grand Prize Winners selected in accordance with Clause 17(a) above, CIMB shall shortlist a further fifteen (15) Eligible Participant(s) with the highest number of Qualifying Entries and the selection process set out at Clauses 17(b) to (c) above will be repeated until there are a total of five (5) Grand Prize Winners selected for this Campaign.

19. Cashback Winners

- a. Each Eligible Participant(s) shall be entitled to a maximum of two (2) Cashback only throughout the Campaign Period.
- b. At the end of each Campaign Month, a total of one thousand five hundred (1500) Eligible Participant(s) who have performed the Eligible Transaction(s) and earned Qualifying Entries in accordance with Clause 9 above will be selected by CIMB’s system to be declared as “**Cashback Winners**”.

Prizes Fulfillment

- 20. CIMB reserves the right to substitute any and all of the above listed Prizes with any other item(s) of similar market value at its reasonable discretion with twenty-one (21) calendar days’ prior notice to the Grand Prize Winners and Cashback Winners (collectively “**Winners**”).
- 21. Winners will be notified of their win via CIMB Clicks mobile application or SMS to their mobile number or by any other means of notification which CIMB has selected within eight (8) weeks after the end of the Campaign Period.
- 22. It shall be the Winners’ sole responsibility to ensure that their mailing address, mobile number and/or email address provided to CIMB are current and updated. The Winners bear the responsibility to update and inform CIMB of any changes made to

his/her mobile number and/or email address. CIMB shall not be responsible to the Winners for any loss (including any loss of opportunity and/or consequential loss arising therefrom) suffered by them due to their mailing address, mobile number and/or email address maintained in CIMB's record being outdated or incorrect.

23. The Grand Prize will be sent to Grand Prize Winner's mailing address in Malaysia maintained with CIMB within twelve (12) weeks after the end of the Campaign Period.
24. The Grand Prize Winners agree and authorise CIMB to disclose the Grand Prize Winners' details (including but not limited to name, identity card number, phone number and address) to the relevant provider/delivery agent for the Grand Prize who may then contact the Grand Prize Winners regarding the delivery or redemption of the Grand Prizes.
25. The Grand Prize Winners must redeem their Prizes within the validity period as may be stipulated by the Prize provider, failing which the Prizes maybe forfeited by the Prize provider automatically without prior notice being given to the Winners and CIMB shall not be obliged to replace such Prizes in any circumstances.
26. Images of the Grand Prizes shown and displayed in any marketing and/or advertising materials for this Campaign are for illustration purposes only. The actual colour/design of the Grand Prize may be different from those shown and displayed in the marketing and/or advertising materials. Grand Prize Winners are not allowed to choose or change the colour or model of the Grand Prize.
27. Samsung is not a sponsor of this Campaign. Nothing in these Terms and Conditions shall be taken to be a representation that they have endorsed these Terms and Conditions or any of CIMB's products.
28. CIMB will not entertain any complaint(s) whatsoever in connection with the Prize. The inclusion of the Prizes in this Campaign shall not be construed as an endorsement or recommendation of the same by CIMB.
29. The Cashback will be credited into the Cashback Winners' Participating Account(s) within eight (8) weeks after the Campaign Period has ended. The Cashback cannot be transferred to any other 3rd party and CIMB will also not entertain any request from the Winner to credit the Cashback to his/her other CIMB accounts, or any other accounts maintained with other banks, or any other third party's bank accounts.
30. The Winners' Participating Account(s) (a) MUST NOT be in breach of the terms and conditions set out in 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 may be determined by CIMB up until the fulfilment of the Prizes.
31. To the fullest extent permitted by law, CIMB hereby expressly excludes its liability in respect of any representations, warranties or endorsement, express or implied, written or oral, made by any party in respect of the Prizes. CIMB will not be responsible for any loss or damage resulting from the Winners' use of the Prizes.

32. Where the Prize is offered and/or provided solely by the relevant providers, it shall be subject to such terms and conditions as may be determined by such provider. CIMB accepts no liability for any loss and damage (including any loss of income, profits or goodwill, direct or indirect loss, incidental, consequential, exemplary, punitive or special damages) that may be sustained by the Winners or any third party arising from or in connection with the use of the Prizes, even if CIMB have been advised of the possibility of such damages, if any, in advance, and all such damages are expressly excluded unless the same was caused by CIMB's gross negligence or willful default.
33. Any determination by CIMB on the computation and/or amount and/or fulfilment of the Prize shall be conclusive and shall not be challenged in any manner whatsoever, save for where there is manifest error.
34. 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 any applicable fees, levies or taxes imposed or to be imposed shall be and remain the sole liability and responsibility of the Winners.
35. By accepting or receiving the Prizes, the Eligible Participant(s) agree 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 the Eligible Participant(s): -
 - a. participation in the Campaign; or
 - b. receipt, redemption or use of the Prizes.
36. All risks, losses or damages associated with the use of the Prizes shall be assumed and borne by the Eligible Participant(s).

General Terms and Conditions

37. The Eligible Participant(s) agree that by participating in the Campaign, they:
 - a. have accessed, read and confirm their agreement to these Terms and Conditions;
 - b. consent to CIMB processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice:
<https://www.cimb.com.my/en/personal/privacy-policy.html>
 - c. agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Cashback to be given away, shall be final, binding and conclusive; and
 - d. 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 of 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; or
 - ii. electrical failure; or
 - iii. industrial dispute, war, strike or riot;
 - iv. any act of God beyond CIMB's control; or
 - v. any factor in a nature of a force majeure which is beyond CIMB's reasonable control.
- 38. The Eligible Participant(s) will be disqualified from participating in the Campaign before the fulfillment of the Prizes if: -
 - a. the Eligible Participant(s) are in breach of the terms and conditions governing the 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 rendered invalid or have been cancelled by the Eligible Participant(s) or CIMB.
- 39. CIMB shall have the right to disqualify any Eligible Participant(s) that it determines to be:
 - a. tampering with the participation process; or
 - b. acting in breach of these Terms and Conditions.
- 40. CIMB shall have the right to extend, shorten, discontinue, cancel, terminate or suspend the Campaign by giving fourteen (14) calendar days' prior notice to the Eligible Participant(s) via:
 - a. announcement at CIMB's website; or
 - b. 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 Cashback and/or any cancellation, suspension, shortening or extension of the Campaign.

- 41. CIMB shall not be liable to any Eligible Participant(s) or any party for any loss or damage (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; or
 - b. Any non-receipt or delayed receipt by the Eligible Participant(s) of any of CIMB's notifications under this Campaign

unless such loss or damage arises from and is caused directly by CIMB's gross negligence or willful default.

- 42. a. CIMB shall have the 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; or
 - ii. 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 may be specified by CIMB in the notification.
 - c. The 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.
43. CIMB will not be liable to the Eligible Participant(s) for any loss or damage suffered or incurred by the Eligible Participant(s) as a direct or an indirect result of the Amendment.
44. 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:
- a. the Eligible Participant(s)’ participation in the Campaign; or
 - b. the Eligible Participant(s)’ receipt, redemption or use of the Cashback.
45. These Terms and Conditions:
- a. shall prevail over any provisions or representations contained in any other materials advertising the Campaign; and
 - b. shall be read together with the prevailing terms and conditions of the Participating Account(s) which shall apply in addition to these Terms and Conditions.
46. These Terms and Conditions shall be subject to any prevailing laws, regulations and guidelines, directives, notices issued by Bank Negara Malaysia or any other body having supervisory authority over CIMB from time to time.
47. 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, and email:
- Address: P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan
Telephone No: +603 6204 7788
Email: 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.
48. Any query, feedback, concern, issue or complaint by the Eligible Participant(s) pertaining to the Eligible Participant(s)’ accounts under CIMB Islamic Bank shall be directed to CIMB Islamic Bank and CIMB Bank shall not be responsible for any matter relating to the Eligible Participant(s)’ accounts under CIMB Islamic Bank.