

TERMS AND CONDITIONS
CIMB Clicks #TopUpJer Challenge Campaign

Campaign Period

1. The “#TopUpJer Challenge” 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 **15th September 2022 00:01 hours (GMT+8)** and end on **15th October 2022 23:59 hours (GMT+8)**, both dates inclusive (“**Campaign Period**”) with total Campaign vouchers of up to 5,524, which is given out on first come, first served basis, subject to availability.
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.
5. To participate in the Campaign, the Participant must download the CIMB Clicks app.
6. The following categories of persons shall **NOT** be eligible to participate in this Campaign:
 - a. 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
 - b. Customers who have been declared bankrupt or wound up or otherwise have had legal proceedings of any nature instituted against them; and/or
 - c. Individuals below the age of eighteen (18) years.
7. By participating in this Campaign, the customer represents and confirms that he/she does not fall within the categories of persons/entities excluded above.

Prizes

8. The following “Prizes” are available to the Winners of this Campaign throughout the Campaign Period: -

Prize Category	Prizes Description	Total vouchers		
Touch ‘n Go eWallet Reload PIN	Touch ‘n Go eWallet Reload PIN worth up to RM50, on a first come first serve basis.	5,524		
			Denomination (RM)	Total
			50	40
			10	1,174
			8	850
1	3,460			

9. Each Eligible Participant(s) stands to win up to two (2) times only throughout the Campaign Period.

Campaign Mechanics

10. In order to stand a chance to win the Prizes (set out at Clause 8 above) offered under this Campaign, the Eligible Participant(s) must meet the following Participating Criteria within the Campaign Period in the manner set out below: -

Participating Criteria

The Eligible Participant(s) must perform two (2) Top Up transaction with a minimum spend of RM10 per transaction (“Eligible Transaction(s)”) on CIMB Clicks mobile banking app or CIMB Clicks online banking portal within the Campaign Period.

Eligible Participant(s) who meet the Participating Criteria will receive a notification inviting him/her to complete the Challenge (hereinafter defined at Clause 14) (“**Top Up Entry**”).

11. For clarity, Eligible Transaction(s) with a transaction value of less than RM10.00 shall not be taken into consideration for the purposes of this Campaign.
12. Eligible Participant(s) may perform the Eligible Transaction(s) to any service providers listed under the Top Up function in CIMB Clicks.
13. The Campaign will cease once all of the Prizes have been awarded or the end of the Campaign Period, whichever the earlier.

Winners Selection

14. Eligible Participant(s) who meet the Participating Criteria will receive a Top Up Entry in a form of a push notification from CIMB via CIMB Clicks mobile application. For Eligible Participant(s) who are new users of CIMB Clicks mobile application, it may take up to seven (7) working days for them to receive the push notification.
15. Eligible Participant(s) are then required to complete the challenge via the “Challenge” section on CIMB Clicks mobile application (“**Challenge**”) within the Campaign Period to redeem the Prize. Any unused opportunities after the Campaign Period will be forfeited.
16. The first 5,524 Eligible Participant(s) who completed the challenge will win the Prize and is given based on first come, first served basis and the prizes are awarded on a random basis.
17. Each Eligible Participant is entitled to receive only TWO (2) units of the prizes and is subject to availability.
18. This campaign operates on CIMB’s real-time logic engine. In the event of a disruption to the Campaign leading to any undelivered Top Up Entry invite, CIMB will send out the recovery Top Up Entry invite on a best-effort basis, but CIMB does not guarantee that the undelivered Top Up Entry invite will be restored in the recovery process.

Prizes Fulfillment

19. Winners will be notified of their win in real time via CIMB Clicks mobile application upon their completion of the Challenge.
20. The Winners may retrieve the Touch ‘n Go Reload PIN code from their CIMB Clicks mobile application immediately upon completion of the Challenge.
21. Where the Prizes are 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) 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.
22. The Winners must redeem the Prizes within the stipulated validity period, as may be applicable, failing which the Prizes maybe forfeited by the relevant provider automatically without prior notice being given to the Winners and CIMB shall not be obliged to replace such Prizes in any circumstances.
23. 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.

24. Where the Prizes are offered and/or provided solely by the relevant providers, CIMB will not entertain any complaint(s) whatsoever in connection with such Prizes. The inclusion of such Prizes in this Campaign shall not be construed as an endorsement or recommendation of the same by CIMB. CIMB's liability with regard to such Prizes is only to pay the price of the same to the relevant provider.
25. CIMB reserves the right to forfeit any of the Prizes if there is a reversal of payment for the Eligible Transaction(s).
26. The Winners shall be responsible to pay any tax, incidental cost and/or charges relating to the Prizes. CIMB shall not be held liable for any tax, incidental cost, charges and/or damage caused by the Prizes and/or non-fulfilment by any of its agents/ suppliers/ distributors.
27. By accepting the Prizes, the Winners 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 such Winners': -
 - a. participation in the Campaign; or
 - b. receipt, redemption, or use of the Prize.
28. CIMB reserves the right to forfeit the Prizes if the Eligible Participant(s) do not comply with the Terms & Conditions set out herein.

General Terms and Conditions

29. 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 Prizes 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.
30. 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.
31. 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.
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; 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 Prizes and/or 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 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.
34. 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.
35. 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.
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:
- a. the Eligible Participant(s)' participation in the Campaign; or
 - b. the Eligible Participant(s)' receipt, redemption, or use of the Prizes.
37. 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.
38. 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.
39. 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.
40. 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.