

CIMB CLICKS BAYAR & MENANG MERDEKA GIVEAWAY 2022 CAMPAIGN TERMS AND CONDITIONS

1. The “**CIMB Clicks Bayar & Menang Merdeka Giveaway 2022**” Campaign (“**Campaign**”) is jointly organised by CIMB Bank Berhad (Registration No: 197201001799 (13491-P)) (“**CIMB Bank**”) and CIMB Islamic Bank Berhad (Registration No: 200401032872 (671380-H)) (“**CIMB Islamic Bank**”). Every mention of “**CIMB**” herein refers to CIMB Bank and CIMB Islamic Bank collectively.

Campaign Period

2. The Campaign shall run from **00:01 hours (GMT+8) on 1 July 2022 to 23:59 hours (GMT+8) on 30 September 2022**, both dates inclusive (“**Campaign Period**”).
3. CIMB reserves the right to change the duration and/or the commencement and/or expiry dates of the Campaign Period upon giving its customers prior notice of not less than fourteen (14) calendar days.

Eligibility

4. This Campaign is open to all new and existing users of CIMB Clicks mobile application, except for the categories of persons/entities listed in **Clause 5** hereof.
5. The following categories of persons/entities shall **NOT** be eligible to participate in this Campaign:-
 - (a) 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
 - (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 hold any accounts with CIMB that are delinquent or not in good standing as may be determined by CIMB at its sole and absolute discretion, or whose accounts have been terminated, suspended, cancelled, closed or made dormant during the Campaign Period; and/or
 - (d) Small medium enterprise/enterprise banking/commercial and corporate customers as may be determined by CIMB which include but not limited to sole proprietorships, partnerships, public listed companies, private limited companies, charitable/non-profit organisations, societies and professional partnerships; and/or

CIMB CLICKS BAYAR & MENANG MERDEKA GIVEAWAY 2022 CAMPAIGN TERMS AND CONDITIONS

- (e) Customers who have been declared as a bankrupt or have been wound up, or otherwise have had legal proceedings of any nature instituted against them; and/or
- (f) Individuals of unsound mind; and/or
- (g) Individuals below the age of eighteen (18) years.

By participating in this Campaign, the customer represents and confirms that he/she does not fall within the categories of persons/entities excluded above. Customers who are eligible to participate in this Campaign shall hereinafter be collectively referred to as the **“Eligible Participant(s)”**.

Prizes

6. The following prizes (**“Prizes”**) are available to the selected winners of this Campaign: -

Campaign Cycle	Transaction Period	Prize Category	Prize	Number of Monthly Winner
Campaign Cycle 1:	1 July 2022 – 31 July 2022	Grand Prize	11 inch-iPad Pro	5
		Second Prize	RM1000 Cash	10
		Third Prize	RM100 Touch n’ Go eWallet Reload PIN	100
		Consolation Prize	RM10 Touch n’ Go eWallet Reload PIN	1000
Campaign Cycle 2:	1 August 2022 – 31 August 2022	Grand Prize	11 inch-iPad Pro	5
		Second Prize	RM1000 Cash	10
		Third Prize	RM100 Touch n’ Go eWallet Reload PIN	100
		Consolation Prize	RM10 Touch n’ Go eWallet Reload PIN	1000
Campaign Cycle 3:	1 September 2022 – 30 September 2022	Grand Prize	11 inch-iPad Pro	5
		Second Prize	RM1000 Cash	10
		Third Prize	RM100 Touch n’ Go eWallet Reload PIN	100

CIMB CLICKS BAYAR & MENANG MERDEKA GIVEAWAY 2022 CAMPAIGN TERMS AND CONDITIONS

		Consolation Prize	RM10 Touch n' Go eWallet Reload PIN	1000
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Participating Criteria

7. Eligible Participant(s) will need to earn entries ("**Entry**") to stand a chance to win the Prizes referred to in **Clause 6** above by performing the Eligible Transaction(s) (hereinafter defined at **Clause 8** below) listed in the table below during the Campaign Period and in the manner stated therein:

Transaction Type	Eligible Transaction(s)	No of Entry(ies) earned	Bonus Multiplier
JomPAY	Each Eligible JomPAY Transaction made via CIMB Clicks mobile application with a minimum value of RM10	1	If the Eligible Participant(s): a. performs more than five (5) Eligible Transaction(s) in a single Campaign Cycle; or b. is a newly registered CIMB Clicks user during the particular Campaign Cycle, he/she shall be eligible to the Bonus Multiplier, i.e, he/she shall be entitled to earn double (2x) the number of Entries he/she would have otherwise been entitled to.
FPX	Each Eligible FPX Transaction made via CIMB Clicks online banking portal with a minimum value of RM10	1	
Prepaid Top Up	Each Eligible Prepaid Top Up Transaction made via CIMB Clicks mobile application with a minimum value of RM10	1	

8. For the avoidance of doubt, "**Eligible Transaction(s)**" shall mean: -

Type of Eligible Transaction(s)	Description
" Eligible JomPAY Transaction "	Successful payment of any bills or invoices of a JomPAY Biller via the 'JomPAY' section in the CIMB Clicks mobile application , using any of

CIMB CLICKS BAYAR & MENANG MERDEKA GIVEAWAY 2022 CAMPAIGN TERMS AND CONDITIONS

	the Eligible Participant(s)' Participating Account(s) (hereinafter defined at Clause 9 below).
"Eligible FPX Transaction"	Successful payment to any of the FPX merchants via FPX through CIMB Clicks online banking portal , using any of the Eligible Participant(s)' Participating Account(s) (hereinafter defined at Clause 9 below).
"Eligible Prepaid Top Up Transaction"	Successful prepaid reload transaction made via the 'Top Up' section in the CIMB Clicks mobile application , using any of the Eligible Participant(s)' Participating Account(s) (hereinafter defined at Clause 9 below).

9. All Eligible Transaction(s) shall be made using funds from any of the Eligible Participant(s)' CIMB savings account/-i, CIMB current account/-i, CIMB credit card account/-i and/or CIMB prepaid card account registered with CIMB for the purposes of CIMB Clicks online banking facility ("**Participating Account(s)**") only.
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. Entries earned by the Eligible Participant(s) during a particular Campaign Cycle will only be taken into account for that Campaign Cycle and cannot be carried forward to the next Campaign Cycle.
12. The Eligible Participant(s) acknowledges and agrees that any determination by CIMB as to whether any particular transaction qualifies as an Eligible Transaction shall be final, binding and conclusive and such determination shall not be challenged in any manner whatsoever.

Winners Selection

13. At the end of each Campaign Cycle, subject to the Terms and Conditions herein, CIMB's automated system will shortlist a list of potential winners from the pool of Eligible Participant(s) who have earned Entry(ies) (collectively known as the "**Potential Winners**").
14. Potential Winners whose mobile numbers are registered with Maxis, Celcom, DiGi, Tune Talk or U Mobile telecommunication service providers and maintained in CIMB's records will be contacted by CIMB via short message service ("**SMS**"). The said SMS will contain one (1) question and the Potential Winners will be required to answer the question correctly in the fastest time by replying to the said SMS.

CIMB CLICKS BAYAR & MENANG MERDEKA GIVEAWAY 2022 CAMPAIGN TERMS AND CONDITIONS

15. The first five (5) Potential Winners who reply to the SMS with the correct answer and have a valid mailing address in Malaysia maintained in CIMB's records for receiving the Grand Prize will be declared as the Grand Prize winners ("**Grand Prize Winners**"). For the avoidance of doubt, only the Potential Winners who have a valid mailing address in Malaysia maintained in CIMB's records will be entitled to win the Grand Prize under this Campaign.
16. The next ten (10) Potential Winners who reply to the SMS with the correct answer will be declared as the Second Prize winners ("**Second Prize Winners**").
17. The next one hundred (100) Potential Winners who reply to the SMS with the correct answer will be declared as the Third Prize winners ("**Third Prize Winners**").
18. The next subsequent one thousand (1000) Potential Winners who reply to the SMS with the correct answer will be declared as Consolation Prize winners ("**Consolation Prize Winners**").

(The Grand Prize Winners, Second Prize Winners, Third Prize Winners and Consolation Prize Winners shall hereinafter collectively referred to as "**Winners**".)
19. The winner selection processes set out in **Clauses 13 to 18** above will be applicable and repeated for each Campaign Cycle.
20. For the avoidance of doubt, all telecommunication charges shall be borne by the Eligible Participant(s) (including any applicable roaming charges incurred by the Eligible Participant(s) who are outside Malaysia) as a result of CIMB contacting them and CIMB shall not be liable for the same.
21. It shall be the Eligible Participant(s)' responsibility to ensure their mobile numbers, email addresses and/or mailing addresses provided are current and updated with CIMB. CIMB shall not be responsible to the Eligible Participant(s) 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(s) in the event the Eligible Participant(s)' mobile numbers, email addresses and/or mailing addresses in CIMB's record are not current or updated.
22. 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.
23. An Eligible Participant is eligible to win a maximum of one (1) Prize only throughout the Campaign Period.

CIMB CLICKS BAYAR & MENANG MERDEKA GIVEAWAY 2022 CAMPAIGN TERMS AND CONDITIONS

24. CIMB will notify the Winners via electronic communication display at CIMB Clicks website at www.cimbclicks.com.my or via email or SMS to the Winners' emails or mobile numbers or via CIMB Clicks push notification or by any other means of notification, which CIMB may select at its absolute discretion.

Prize Fulfilment

25. Prize(s) fulfilment:

(a) **Grand Prize**

- (i) The Grand Prizes will be sent to the Grand Prize Winners' Malaysian mailing address currently maintained with CIMB within twelve (12) weeks after the end of the Campaign Period by CIMB's appointed third party distributor/agent.
- (ii) The Grand Prize Winners hereby expressly agree and authorise CIMB to disclose the Grand Prize Winners' details (including but not limited to their names, identity card numbers, telephone numbers and mailing addresses) to the distributor/agent who may then contact the Grand Prize Winners regarding the delivery or redemption of the Grand Prizes.
- (iii) Images of the Grand Prizes shown and displayed in any marketing and/or advertisement 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. The Grand Prize Winners are not allowed to choose or change the colour, storage capacity, connectivity or model of the Grand Prizes.
- (iii) 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 they have endorsed these Terms and Conditions or any of CIMB's products.

(b) **Second Prize**

- (i) The Second Prizes will be credited into the Second Prize Winners' Participating Account(s) (as may be selected by CIMB at its absolute discretion) within twelve (12) weeks after the end of the Campaign Period.

CIMB CLICKS BAYAR & MENANG MERDEKA GIVEAWAY 2022 CAMPAIGN TERMS AND CONDITIONS

- (ii) Any Second Prize Winner whose Participating Account(s) with CIMB has been terminated, suspended, cancelled, closed or dormant before the crediting of the Second Prize will not be entitled to receive the Second Prize under this Campaign.
 - (c) **Third Prize**
 - (i) The Third Prizes will be awarded to the Third Prize Winners in the form of an electronic reload PIN code sent via SMS/push notification/email (the manner of which shall be selected by CIMB at its absolute discretion) within twelve (12) weeks after the end of the Campaign Period.
 - (ii) The Third Prize must be redeemed within the stipulated validity period by the Third Prize Winners, failing which the Third Prize may be forfeited by the relevant provider automatically without further and any advance notice to the Third Prize Winners and CIMB shall have no responsibility to replace the forfeited Third Prize to the Third Prize Winners under any circumstances whatsoever.
 - (d) **Consolation Prize**
 - (i) The Consolation Prizes will be sent to the Consolation Prize Winners in the form of an electronic reload PIN code via SMS/push notification/email (the manner of which shall be selected by CIMB at its absolute discretion) within twelve (12) weeks after the end of the Campaign Period.
 - (ii) The Consolation Prize(s) must be redeemed within the stipulated validity period by the Consolation Prize Winners, failing which the Consolation Prize may be forfeited by the relevant provider automatically without further and any advance notice to the Consolation Prize Winners and CIMB shall have no responsibility to replace the forfeited Consolation Prize to the Consolation Prize Winners under any circumstances whatsoever.
26. The Prizes 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 Winners to send the Grand Prizes, Third Prizes and Consolation Prizes to other email/mobile number/address (as may be applicable) and CIMB will also not entertain any request from the Winners to credit the Second Prizes to any of their other CIMB accounts, or any other accounts maintained with other banks, or any other third party's bank accounts.

CIMB CLICKS BAYAR & MENANG MERDEKA GIVEAWAY 2022 CAMPAIGN TERMS AND CONDITIONS

27. Winners whose Participating Account(s) with CIMB has been terminated, suspended, cancelled, closed or made dormant before the Prize has been awarded to him/her under this Campaign will not be entitled to receive the Prizes under this Campaign.
28. Upon CIMB's request, the Winners shall attend the prize presentation ceremony and/or other publicity programmes as and when required at their own costs and expenses. If any of the Winners fail to attend such ceremony and/or other publicity programmes, CIMB reserves the right to forfeit the Prizes and select an alternative Winner.
29. CIMB also reserves the right to publish or display the name, photos and city of residence of the Winners for advertising and publicity purposes in any manner it deems appropriate and by participating in this Campaign, the Winners hereby expressly consent to and agree that CIMB shall be at liberty to publish and/or display such materials and/or information. Non-compliance may result in an alternative winner being chosen.
30. Where the Prizes are offered and/or provided solely by the relevant provider, 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 wilful default.
31. To the fullest extent permitted by law, CIMB expressly excludes and disclaims any representations, warranties or endorsement, express or implied, written or oral, of the Prizes.
32. CIMB will not entertain any complaint(s) whatsoever in connection with the Prizes. The inclusion of the Prizes in this Campaign shall not be construed as an endorsement or recommendation of the same by CIMB. CIMB's liability with regard to the Prizes is only to pay for the price of the same to the relevant provider.
33. CIMB reserves the right to forfeit the Prize(s) in the event where there is a reversal of payment for the Eligible Transaction.
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.

CIMB CLICKS BAYAR & MENANG MERDEKA GIVEAWAY 2022 CAMPAIGN TERMS AND CONDITIONS

35. 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).
36. 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.

General Terms and Conditions

37. 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.cimb.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.
38. The Eligible Participant(s)' Participating Account(s) with CIMB (i) MUST not be in breach of the terms and conditions governing the Participating Account(s) with CIMB 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 or fulfilment of the Prize, otherwise the Eligible Participant(s) will be disqualified from participating in this Campaign and/or the Prize will be forfeited.
39. CIMB reserves the right at its sole discretion to disqualify any Eligible Participant(s) that it determines to have tampered with the entry process, or to have acted in breach of or have potentially breached these Terms and Conditions.
40. CIMB reserves the right to substitute the Prizes 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

CIMB CLICKS BAYAR & MENANG MERDEKA GIVEAWAY 2022 CAMPAIGN TERMS AND CONDITIONS

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.

41. 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.
42. 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 any such loss arising from any non-receipt or delayed receipt by the Eligible Participant(s) of the SMS unless the same shall arise from and are caused solely by CIMB's gross negligence or wilful default.
43. 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) ("**Amendment**") any of the Terms and Conditions herein. Notification to Eligible Participant(s) in respect of the Amendment 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 at www.cimbclicks.com.my or CIMB's website at www.cimb.com.my where detail provisions regarding the Amendment 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 Amendment in one newspaper of CIMB's choice or by any other means of notification which CIMB may select and the Amendment shall be deemed as binding on the Eligible Participant(s) as from the date of notification of the Amendment or from such other date as may be specified by CIMB in the notification. Eligible Participant(s) acknowledge and agree to access CIMB Clicks website and/or 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.
44. 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 Amendment of the Terms and Conditions herein.

CIMB CLICKS BAYAR & MENANG MERDEKA GIVEAWAY 2022 CAMPAIGN TERMS AND CONDITIONS

45. These Terms and Conditions (as amended from time to time pursuant to **Clause 43** above) 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 Eligible Participant(s)' accounts with CIMB which shall apply in addition to the Terms and Conditions herein.
46. 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.
47. 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.
48. If there are 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 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.
49. For feedbacks and/or complaints related to this Campaign, the Eligible Participant(s) may contact CIMB's Customer Resolution Unit bearing the following mailing and email addresses and telephone and facsimile numbers (or bearing such other mailing and email addresses and telephone and facsimile numbers which CIMB may change by notification to the Eligible Participant(s)): Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Tel: +603 6204 7788 / Fax: +603 2691 3248 / Email: cru@cimb.com.