The "CIMB Clicks Super Challenge 2023" 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 16 April 2023 to 23:59 hours (GMT+8) on 15 July 2023, 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. Subject to the Terms and Conditions herein, this Campaign is open to all new and existing users of CIMB Clicks online banking portal and CIMB Clicks mobile application, except for the categories of persons/entities listed in **Clause 5** hereof ("**Participants**").
- 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 determined by CIMB at its sole and absolute discretion, or being terminated, suspended, cancelled, closed or dormant during the Campaign Period; and/or
  - (d) Small medium enterprise/enterprise banking/commercial and corporate customers as 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
  - (e) Customers who have been declared bankrupt or wound up, or otherwise have 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 Participant represents and confirms that he/she does not fall within the categories of persons/entities excluded above. The Participants who are eligible to participate in this Campaign shall hereinafter be collectively referred to as the "Eligible Participant(s)".

#### **Prizes**

6. The following prizes are available to the selected Winners (hereinafter defined at **Clauses 14** to **15** hereof) of this Campaign: -

Prize	Campaign Cycle &	Challenge	Prize Description	Number
Category	Transaction Period	Category	0 (1) " ( 0 )	of winners
Grand Prize	16 April 2023 – 15 July 2023	n/a	One (1) unit of Perodua Aruz	1
Super	Campaign Cycle 1	JomPAY	RM300 Cash Reward	1
Challenge	16 April 2023 - 15	Challenge	RM30 Touch 'n Go eWallet	30
Prizes	May 2023	Gridiiorigo	Reload PIN	00
11.255			RM3 Touch 'n Go eWallet	300
			Reload PIN	000
			RM1 Touch 'n Go eWallet	3,000
			Reload PIN	3,000
		FPX Challenge	RM300 Cash Reward	1
		117 Onanongo	RM30 Touch 'n Go eWallet	30
			Reload PIN	30
			RM3 Touch 'n Go eWallet	300
			Reload PIN	300
			RM1 Touch 'n Go eWallet	3,000
			Reload PIN	3,000
		Prepaid Top Up	RM300 Cash Reward	1
		Challenge	RM30 Touch 'n Go eWallet	30
		Orlandinge	Reload PIN	30
			RM3 Touch 'n Go eWallet	300
			Reload PIN	300
			RM1 Touch 'n Go eWallet	3,000
			Reload PIN	3,000
		DuitNow QR	RM300 Cash Reward	1
		Challenge	RM30 Touch 'n Go eWallet	30
			Reload PIN	
			RM3 Touch 'n Go eWallet	300
			Reload PIN	
			RM1 Touch 'n Go eWallet	3,000
			Reload PIN	,
		DuitNow Fund	RM300 Cash Reward	1
		Transfer	RM30 Touch 'n Go eWallet	30
		Challenge	Reload PIN	
		-	RM3 Touch 'n Go eWallet	300
			Reload PIN	
			RM1 Touch 'n Go eWallet	3,000
			Reload PIN	
	Campaign Cycle 2	JomPAY	RM300 Cash Reward	1
	16 May 2023 - 15	Challenge	RM30 Touch 'n Go eWallet	30
	June 2023		Reload PIN	
			RM3 Touch 'n Go eWallet	300
			Reload PIN	
			RM1 Touch 'n Go eWallet	3,000
			Reload PIN	
		FPX Challenge	RM300 Cash Reward	1
			RM30 Touch 'n Go eWallet	30
			Reload PIN	
			RM3 Touch 'n Go eWallet	300
			Reload PIN	

		RM1 Touch 'n Go eWallet Reload PIN	3,000
	Prepaid Top Up	RM300 Cash Reward	1
	Challenge	RM30 Touch 'n Go eWallet	30
		Reload PIN	
		RM3 Touch 'n Go eWallet	300
		Reload PIN	
		RM1 Touch 'n Go eWallet	3,000
		Reload PIN	.,
	DuitNow QR	RM300 Cash Reward	1
	Challenge	RM30 Touch 'n Go eWallet	30
	3 3 3	Reload PIN	
		RM3 Touch 'n Go eWallet	300
		Reload PIN	
		RM1 Touch 'n Go eWallet	3,000
		Reload PIN	0,000
	DuitNow Fund	RM300 Cash Reward	1
	Transfer	RM30 Touch 'n Go eWallet	30
	Challenge	Reload PIN	00
	5ag5	RM3 Touch 'n Go eWallet	300
		Reload PIN	300
		RM1 Touch 'n Go eWallet	3,000
		Reload PIN	0,000
Campaign Cycle 3	JomPAY	RM300 Cash Reward	1
16 June 2023 - 15	Challenge	RM30 Touch 'n Go eWallet	30
July 2023	Challenge	Reload PIN	30
July 2025		RM3 Touch 'n Go eWallet	300
		Reload PIN	300
		RM1 Touch 'n Go eWallet	3,000
		Reload PIN	3,000
	FPX Challenge	RM300 Cash Reward	1
	FFA Challerige	RM30 Touch 'n Go eWallet	30
		Reload PIN	30
		RM3 Touch 'n Go eWallet	300
		Reload PIN	300
		RM1 Touch 'n Go eWallet	3,000
		Reload PIN	3,000
	Prepaid Top Up	RM300 Cash Reward	1
	Challenge	RM30 Touch 'n Go eWallet	30
	Orialierige	Reload PIN	30
		RM3 Touch 'n Go eWallet	300
		Reload PIN	300
		RM1 Touch 'n Go eWallet	3,000
		Reload PIN	5,000
	DuitNow QR	RM300 Cash Reward	1
	Challenge	RM30 Touch 'n Go eWallet	30
	Gridilerige	Reload PIN	30
		RM3 Touch 'n Go eWallet	300
		Reload PIN	300
		RM1 Touch 'n Go eWallet	3,000
		Rivin Touch in Go ewallet Reload PIN	3,000
		RM300 Cash Reward	1
		INVISUO CASII NEWAIU	ı

DuitNow Fund	RM30 Touch 'n Go eWallet	30
Transfer	Reload PIN	
Challenge	RM3 Touch 'n Go eWallet	300
	Reload PIN	
	RM1 Touch 'n Go eWallet	3,000
	Reload PIN	

7. All the prizes listed in **Clause 6** above shall hereinafter collectively be referred to as the **"Prizes"**. Campaign Cycles 1, 2 and 3 set out in the table at **Clause 6** above shall individually be referred to as the **"Campaign Cycle"** and collectively be referred to as the **"Campaign Cycles"**.

### **Participating Criteria**

### 8. <u>In respect of the Super Challenge Prizes</u>

(a) In order to stand a chance to win the Super Challenge Prizes offered under this Campaign, Eligible Participant(s) are required to successfully perform Eligible Transactions in the manner stated below to earn entries ("Super Challenge Qualifying Entry(ies)"): -

Super Challenge Category	Participating Criteria	Super Challenge Qualifying Entry(ies) awarded
JomPAY Challenge	Successfully perform three (3) Eligible JomPAY Transactions (hereinafter defined at <b>Clause 10</b> hereof) with a minimum transaction value of RM10 each via (a) CIMB Clicks mobile application; <a href="mailto:and/or">and/or</a> (b) CIMB Clicks online banking portal.	1
FPX Challenge	Successfully perform three (3) Eligible FPX Transactions (hereinafter defined at <b>Clause 10</b> hereof) with a minimum transaction value of RM10 each via CIMB Clicks online banking portal.	1
Prepaid Top Up Challenge	Successfully perform three (3) Eligible Prepaid Top Up Transactions (hereinafter defined at <b>Clause 10</b> hereof) with a minimum transaction value of RM10 each via (a) CIMB Clicks mobile application; <a href="mailto:and/or">and/or</a> (b) CIMB Clicks online banking portal.	1
DuitNow QR Challenge	Successfully perform three (3) Eligible DuitNow QR Transactions (hereinafter defined at <b>Clause 10</b> hereof) with a minimum transaction value of RM10 each via (a) CIMB Clicks mobile application; <a href="mailto:and/or">and/or</a> (b) CIMB Clicks online banking portal.	1
DuitNow Fund Transfer Challenge	Successfully perform three (3) Eligible Fund Transfer Transactions (hereinafter defined at <b>Clause 10</b> hereof) with a minimum transaction value of RM10 each via (a) CIMB Clicks mobile application; <a href="mailto:and/or">and/or</a> (b) CIMB Clicks online banking portal.	1

(b) For the avoidance of doubt, Super Challenge Qualifying Entry(ies) earned by Eligible Participant(s) during each Campaign Cycle is only valid for that particular Campaign Cycle and cannot be carried forward to the next Campaign Cycle. Each Campaign Cycle will be refreshed upon the expiry of the last day of the respective cycle and the validity of the said Super Challenge

Qualifying Entry(ies) earned by the Eligible Participant(s) shall lapse at the end of each Campaign Cycle.

(c) For the avoidance of doubt, any transactions made via CIMB Octo App shall be excluded for the purpose of this Campaign and shall not be eligible to earn any Super Challenge Qualifying Entry or Grand Prize Qualifying Entry.

### 9. In respect of the Grand Prize

(a) In order to stand a chance to win the Grand Prize offered under this Campaign, Eligible Participant(s) are required to perform the transactions listed below within the Campaign Period to earn entries ("Grand Prize Qualifying Entry(ies)"):

Participating Criteria	Grand Prize Qualifying Entry(ies) awarded
New registration of CIMB Clicks ID and a successful login to his/her CIMB	10
Clicks mobile application for the first-time	
Each completion of a Super Challenge	1

- (b) For the avoidance of doubt, Grand Prize Qualifying Entry(ies) earned by Eligible Participant(s) in each Campaign Cycle will be accumulated throughout the Campaign Period.
- 10. For the purpose of these Terms and Conditions, the expression of "Eligible Transactions" shall be defined as follows: -

Type of Eligible Transactions	Description
"Eligible JomPAY	Successful payment of any bills or invoices of a JomPAY Biller via the 'JomPAY'
Transaction"	section via (a) CIMB Clicks mobile application; and/or (b) CIMB Clicks online
	banking portal, using any of the Eligible Participant(s)' Participating Account(s)
	(hereinafter defined at Clause 11).
"Eligible FPX	Successful payment to any of the FPX merchants via FPX through CIMB Clicks
Transaction"	online banking portal using any of the Eligible Participant(s)' Participating
	Account(s) (hereinafter defined at Clause 11).
"Eligible Prepaid	Successful prepaid reload transaction made via the 'Top Up' section in the (a)
Top Up	CIMB Clicks mobile application; <b>and/or</b> (b) CIMB Clicks online banking portal,
Transaction"	using any of the Eligible Participant(s)' Participating Account(s) (hereinafter
	defined at Clause 11).
"Eligible DuitNow	Successful payment to merchants or outward fund transfer to a third party via
QR Transaction"	the 'DuitNow QR' function in the CIMB Clicks mobile application using any of
	the Eligible Participant(s)' Participating Account(s) (hereinafter defined at
	Clause 11).
"Eligible DuitNow	Successful outward fund transfer from any of the Eligible Participant(s)'
Fund Transfer	Participating Account(s) (hereinafter defined at Clause 11) to a third party via
Transaction"	the 'DuitNow to Account (Instant Transfer)' or 'DuitNow to Mobile/ID' section in
	the (a) CIMB Clicks mobile app; and/or (b) CIMB Clicks online banking portal.
	For avoidance of doubt, Eligible DuitNow QR Transactions shall not be
	considered as an outward fund transfer for the purposes of determining if the
	Eligible Participant(s) have performed an Eligible DuitNow Fund Transfer
	Transaction.

- 11. For the purposes of this Campaign, reference to the Eligible Participant(s)' "Participating Account(s)" shall mean his/her CIMB savings account/-i, CIMB current account/-i, CIMB credit card account/-i and/or any CIMB prepaid card account registered with CIMB for the purposes of CIMB Clicks online banking facility.
- 12. The tracking of the Eligible Transaction is based on the transaction dates and time (Malaysian Time) as captured in CIMB's transaction records during the Campaign Period.
- 13. The Eligible Participant(s) acknowledges and agrees that the determination by CIMB as to whether any particular transaction is qualified to be an Eligible Transaction shall be final, binding and conclusive and such determination shall not be challenged in any manner whatsoever.

#### **Winners Selection**

#### 14. Winner selection:

### (A) Super Challenge Prize Winner:

- (i) Eligible Participant(s) who have earned Super Challenge Qualifying Entry(ies) will receive a push notification via his/her CIMB Clicks mobile application for him/her to complete the Super Challenge. Subject to the Eligible Participant(s) having earned the requisite Super Challenge Qualifying Entry(ies) in accordance with Clause 8 above, there is no cap on the number of attempts by the Eligible Participant(s) to complete the Super Challenge in each of the Super Challenge category in each Campaign Cycle.
- (ii) For the avoidance of doubt, the Super Challenge shall be made available to the Eligible Participant(s) via CIMB Clicks mobile application only. As such, Eligible Participant(s) must download and install the CIMB Clicks mobile application from either the Google Play Store, Apple App Store or Huawei App Gallery (as may be applicable) on their device(s) to complete the Super Challenge.
- (iii) Super Challenge Prizes will be awarded to selected Eligible Participant(s) who have completed the Super Challenge ("Super Challenge Prize Winners"), subject to the availability of the Super Challenge Prizes under the relevant Super Challenge category in the relevant Campaign Cycle.
- (iv) Eligible Participant(s) who do not complete the Super Challenge before the end of the relevant Campaign Cycle cannot carry forward the Super Challenge Qualifying Entry(ies) that he/she has earned to the next Campaign Cycle. The validity of the said Super Challenge Qualifying Entry(ies) earned by the Eligible Participant(s) shall lapse at the end of each Campaign Cycle.
- (v) Eligible Participant(s) shall be eligible to win a maximum of five (5) Super Challenge Prizes only per Campaign Cycle.
- (vi) For Eligible Participant(s) who are new users of CIMB Clicks mobile application, it will take seven(7) working days for his/her Eligible Transactions to be reflected in his/her CIMB Clicks mobile application.

#### (B) Grand Prize Winner:

- (i) At the end of the Campaign Period, subject to the Terms and Conditions herein, a list of potential winners will be shortlisted by CIMB's automated system from the pool of Eligible Participant(s) who have earned Grand Prize Qualifying Entry(ies) ("Potential Grand Prize Winners"). The Eligible Participant(s)' chances of being shortlisted will increase in proportion to the number of Grand Prize Entries earned by him/her throughout the Campaign Period.
- (ii) One (1) Potential Grand Prize Winner shall be contacted via telephone at his/her mobile number maintained in CIMB's records and he/she shall be required to answer two (2) questions correctly

before being declared as a Grand Prize winner ("Grand Prize Winner"). If the first attempt to contact the Potential Grand Prize Winner fails, due to reasons including but not limited to there being no answer, the Potential Grand Prize Winner's telephone number is not in service, the lack of connection or for any other reasons whatsoever, a further two (2) attempts will be made to call the said Potential Grand Prize Winner at the same mobile number. Where the third attempt is unsuccessful, such Potential Grand Prize Winner shall be disqualified and will not be entitled to win the Grand Prize and the next-in-line Potential Grand Prize Winner contacted by CIMB who answers both questions correctly will be declared as the Grand Prize Winner.

- (iii) CIMB shall have the sole discretion to fix the appointed date (Monday-Friday) and time (9am-6pm) to make the telephone calls to the Potential Grand Prize Winner. CIMB shall not be held responsible for calls made to the Potential Grand Prize Winner which are; (a) not completed or disconnected due to any reasons whatsoever; and/or (b) not answered or not proceeded with due to the unavailability of the Potential Grand Prize Winner at the appointed date and time. CIMB reserves the right to record these telephone conversations.
- (iv) All question-and-answer sessions will be judged and decided by a panel of judges which shall be selected by CIMB and the decisions of such panel judges shall be final, binding and conclusive.
- (v) For the avoidance of doubt, all telecommunication charges incurred in respect of this Campaign shall be borne by the Eligible Participant(s) (including any applicable roaming charges incurred by Eligible Participant(s) who are not in Malaysia) as a result of CIMB contacting them. CIMB shall under no circumstances be liable for such charges.
- (vi) It shall be the Eligible Participant(s)' sole responsibility to ensure that their mobile numbers provided are current and updated with CIMB. CIMB will not be held responsible towards the Eligible Participant(s) for any loss (including any loss of opportunity and consequential loss flowing therefrom) suffered by the Eligible Participant(s)' if such losses are due to his/her mobile numbers in CIMB's record being incorrect and/or outdated.

#### **Prize Fulfilment**

- 15. CIMB will notify the Super Challenge Prize Winners and the Grand Prize Winners (hereinafter collectively referred to as "Winners") via electronic communication display at CIMB Clicks website at www.cimbclicks.com.my or via email or via SMS to the Winners' mobile numbers or by any other means of notification, which CIMB may select at its absolute discretion. Such announcements will be made and/or updated at the end of each Campaign Cycle and/or the Campaign Period, as the case may be.
- 16. The Prizes offered under this Campaign shall be fulfilled as follows: -

#### (A) Super Challenge Prize (RM300 Cash Reward):

- (i) With regard to Super Challenge Prize Winners who are entitled to the RM300 Cash Reward under the Super Challenge Prize category, the RM300 will be credited into their Participating Account(s) as may be selected by CIMB within twelve (12) weeks after the end of the Campaign Period.
- (ii) The RM300 Cash Reward 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 Super Challenge Prize Winner to credit his/her Cash Reward to his/her other CIMB accounts or any other accounts maintained with other financial institutions or any third party's accounts.
- (iii) Any Super Challenge Prize Winner whose Participating Account(s) with CIMB has been terminated, suspended, cancelled, closed or dormant before the RM300 Cash Reward has been

awarded to him/her under this Campaign will not be entitled to receive the RM300 Cash Reward under this Campaign.

#### (B) Super Challenge Prize (Touch 'n Go eWallet Reload PIN):

- (i) With regard to Super Challenge Prize Winners who are entitled to the Touch 'n Go eWallet Reload PIN prize, they will receive an electronic Reload PIN code displayed on their CIMB Clicks mobile application screen in real time. Alternatively, such Super Challenge Prize Winners may choose to retrieve the Reload PIN code from the "Challenge" section in the CIMB Clicks mobile application.
- (ii) The Touch 'n Go eWallet Reload PINs must be redeemed by the Super Challenge Prize Winners within the stipulated validity period, failing which the Touch 'n Go eWallet Reload PINs will be forfeited by the relevant provider automatically without further notice to the Super Challenge Prize Winners and CIMB shall have no obligation to replace such Touch 'n Go eWallet Reload PINs under any circumstances whatsoever.
- (iii) The Touch 'n Go eWallet Reload PINs are offered and/or provided solely by the relevant provider, under such terms and conditions as determined by such provider 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 in connection with the Touch 'n Go eWallet Reload PIN, 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.
- (iv) CIMB will not entertain any complaint(s) whatsoever in connection with the Touch 'n Go eWallet Reload PINs. The inclusion of Touch 'n Go eWallet Reload PINs in this Campaign shall not be construed as an endorsement or recommendation of the same by CIMB. CIMB's liability with regard to the Touch 'n Go eWallet Reload PINs is only to pay for the price of the same to the relevant provider.

### (C) Grand Prize:

- (i) Upon CIMB's request, the Grand Prize Winner shall attend the prize giving ceremony and/or any other publicity programmes as may be required by CIMB at their own costs and expense, failing which, or where he/she shall fail to claim the Grand Prize within three (3) months from the date of notification, CIMB hereby reserves the right to forfeit the Grand Prize and select another Grand Prize Winner.
- (ii) The Grand Prize is: -
  - (a) provided on an "as is where is" basis;
  - (b) neither transferable nor exchangeable for cash or credit; and
  - (c) not inclusive of any accessories or items that may have been shown in any of CIMB's promotional material, as such materials are for illustration purposes only.
- (iii) The actual model/colour of the Grand Prize may vary.
- (iv) The Grand Prize Winner must have full legal capacity to own the Grand Prize and must not be prohibited by any law or regulation to own the Grand Prize.
- (v) The Grand Prize Winner hereby agrees and authorises CIMB to disclose his/her personal particulars (including but not limited to his/her name, NRIC number, telephone number and address) to the relevant distributor/agent who will then contact the Grand Prize Winner regarding the delivery or redemption of the Grand Prize.
- (vi) The Grand Prize Winner shall be responsible to make the necessary arrangements with CIMB and/or its distributor/agent to collect or redeem the Grand Prize. CIMB will not bear any accommodation and/or transportation and/or other cost that the Grand Prize Winner may incur or have to incur in the course of redeeming or using the Grand Prize.

- (vii) The Grand Prize Winner shall be wholly responsible for the payment of all taxes, insurance / takaful and/or all other miscellaneous charges relating to the Grand Prize and to enable the transfer of Grand Prize to his/her name. CIMB shall NOT be responsible to bear the cost for the road tax, car insurance / takaful, cost of transporting the vehicle to the respective Grand Prize Winner and/or any other incidental cost.
- (iv) All current and future takaful, road taxes, outgoings, costs, fees, and expenses related to the maintenance of the Grand Prize shall be the responsibility of the Grand Prize Winner commencing from the date the Grand Prize Winner accepts the Grand Prize from CIMB;
- 17. CIMB reserves the right to forfeit any of the Prizes awarded under this Campaign in the event that there is a reversal of payment for the Eligible Transactions.
- 18. 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. CIMB will not be responsible for any loss or damage sustained or suffered by the Winners as a direct or indirect result of their use of the Prizes.
- 19. 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 fees, levies or taxes imposed or to be imposed shall be the sole liability and responsibility of the Winners.
- 20. By accepting or receiving of the Prizes offered under this Campaign, 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 his/her: -
  - (i) participation in the Campaign; or
  - (ii) receipt, redemption or use of the Prize.
- 21. All risks, loss or damages associated with the use of the Prizes shall be assumed by the Winners.

### **General Terms and Conditions**

- 22. CIMB reserves the right to publish or display the name, photos 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.
- 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.cimb.com.my and 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.
- 24. The Eligible Participant(s)' accounts with CIMB (i) MUST not be in breach of the terms and conditions governing their accounts 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.

- 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 Prizes offered 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 whosoever 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 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) ("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.
- 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 Amendment of the Terms and Conditions herein.
- 31. These Terms and Conditions (as amended from time to time pursuant to Clause 29 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.
- 32. 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.

- 33. 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.
- 34. 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 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.
- 35. 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.