

TERMS AND CONDITIONS
CIMB Clicks Top Up and JomPAY Activation Campaign

1. The CIMB Clicks Top Up and JomPAY Activation Campaign ("**Campaign**") is jointly organized by CIMB Bank Berhad [Registration No.: 197201001799 (13491-P)] ("**CIMB**") and CIMB Islamic Bank Berhad [Registration No. 200401032872 (671380-H)] ("**CIMB Islamic Bank**"). Every mention of "**CIMB**" refers to both CIMB Bank and CIMB Islamic Bank.

Campaign Period

2. The Campaign shall commence on **1st March 2023** 00:01 hours (GMT+8) and end on **31st March 2023** 23:59 hours (GMT+8), both dates inclusive ("**Campaign Period**").
3. CIMB reserves the right to change the duration and/or commencement and/or expiry dates of the Campaign Period by giving fourteen (14) calendar days' prior notice.

Eligibility

4. Subject to the Terms and Conditions herein, this Campaign is open to all new and existing CIMB Clicks users ("**Eligible Participant(s)**").
5. To participate in the Campaign, the Eligible Participant(s) is required to download the CIMB Clicks mobile application and maintain a valid and active CIMB current account/-i or savings account/-i which is linked with CIMB Clicks online banking facility ("**Participating Account**").
6. The following persons/entities shall **NOT** be eligible to participate in this Campaign: -
 - (a) Small medium enterprises/Enterprise Banking/Commercial and Corporate customers as determined by CIMB which include but shall not be limited to sole proprietorships, partnerships, charitable/non-profit organizations/societies, corporate and commercial customers, public listed companies, private limited companies, clubs, associations, and co-operatives; and/or
 - (b) Individuals below the age of eighteen (18) years.
7. By participating in this Campaign, the Eligible Participant(s) represents and confirms that he/she does not fall under the category of persons/entities as stated in Clause 6.

Rewards

8. A total reward value of RM72,450 vouchers will be given out throughout the Campaign Period on a first-come-first-served basis, subject to availability.
9. The following reward is available to the winners of this Campaign: -

Rewards	Number of redemptions	Total Reward Value
foodpanda Voucher (“Reward(s)”)	7,245 units of Reward(s) to be redeemed throughout the Campaign Period	
	Expiry date	Quantity
	Batch 1- 30 Apr’23	3,245
	Batch 2- 30 Apr’23	4,000
	Total	7,245
	Total (RM)	32,450
		40,000
		72,450

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

Campaign Mechanics

11. In order to stand a chance to earn the Reward(s) defined in Clause 9 hereof, the Eligible Participant(s) must fulfil the following participating criteria during the Campaign Period (“**Participating Criteria**”): -

Type of Challenge (“Challenge”)	Type of payment transaction	Participating Criteria
<i>Top Up</i>	Via ‘Top Up’ function	The Eligible Participant must: - (i) Be an Active CIMB Clicks user who have not performed any Top Up for the past consecutive 90 days or CIMB Clicks user who has never performed any Top Up or New Clicks user; and (ii) Successfully perform one (1) Top Up transactions with a minimum spending of RM10 only in a single transaction by using any of his/ her Participating Account by logging into CIMB Clicks online banking portal or CIMB Clicks mobile app.
<i>JomPAY</i>	Via ‘JomPAY’ function	The Eligible Participant must: - (i) Be an Active CIMB Clicks user who have not performed any JomPAY for the past consecutive 90 days or CIMB Clicks user who has never performed any JomPAY or New Clicks user; and (i) Successfully perform one (1) JomPAY transactions with a minimum spending of RM10 only in a single transaction by using any of his/ her Participating Account by logging into CIMB Clicks online banking portal or CIMB Clicks mobile app.

The above ‘JomPAY’ and ‘Top Up’ transactions shall hereinafter individually be referred to as “Eligible Transaction”. For the avoidance of doubt, any payment made by the Eligible Participant(s) via electronic FPX online payment gateway on any external websites shall not be deemed as an Eligible Transaction under this Campaign.

12. Eligible Participant(s) who successfully met the Participating Criteria will stand a chance to win the Reward(s) based on the winner selection method as stated in Clause 16 to 19 below.

13. The Campaign will lapse once all of the Rewards have been redeemed or once the Campaign Period ends, whichever is earlier.
14. The Eligible Participant(s) acknowledge and agree that the determination by CIMB as to whether any particular transaction is qualified as an Eligible Transaction shall be conclusive and shall not be challenged in any manner whatsoever.
15. The tracking of the Eligible Transaction shall be based on the transaction dates and time (Malaysian Time) as captured by CIMB transaction records during the Campaign Period.

Rewards and Winner Selection

16. Eligible Participant(s) who successfully met the Participating Criteria will receive an entry ("**Entry**") to redeem the Reward(s) in the form of a push notification from CIMB via CIMB Clicks mobile app. For Eligible Participant(s) who are new users of CIMB Clicks mobile app, it may take up to two (2) working days for them to receive the push notification.
17. Thereafter, the Eligible Participant(s) shall redeem the Reward(s) by completing the Challenge under the "Challenges" section on CIMB Clicks mobile app within the Campaign Period ("**Redemption**"). Any unused Entries will be forfeited after the Campaign Period ends.
18. Eligible Participant(s) shall be entitled to win one (1) Reward only per Challenge and a maximum of two (2) Rewards only under this Campaign.
19. Reward(s) is limited to the first seven thousand two hundred and forty-five (7,245) successful Redemption(s) (on a first-come-first-served basis), under this Campaign.
20. This Campaign operates on CIMB's real-time logic engine. In the event of an occurrence of disruption to the Campaign resulting in any undelivered Entry push notification, CIMB will, on a best-effort basis, send out the recovery Entry push notification, but CIMB does not guarantee that the undelivered Entry push notification will be restored in the recovery process.

Rewards Fulfillment

21. Winners will be notified of their win in real time via CIMB Clicks mobile application upon their completion of the Challenge.
22. The Winners may retrieve the Reward(s) code for the e-voucher from their CIMB Clicks mobile application immediately upon completion of the Challenge.
23. The Winners must redeem the Reward(s) within the stipulated validity period, as may be applicable, failing which the Reward(s) maybe forfeited by the relevant provider automatically without prior notice being given to the Winners and CIMB shall not be obliged to replace such Reward(s) in any circumstances.
24. Where the Reward(s) are offered and/or provided solely by the relevant providers, CIMB will not entertain any complaint(s) whatsoever in connection with such Reward(s). The inclusion of such Reward(s) in this Campaign shall not be construed as an endorsement or recommendation of the same by CIMB. CIMB's liability with regard to such Reward(s) is only to pay the price of the same to the relevant provider.

25. It shall be the Eligible Participant(s)' sole responsibility to ensure that the mobile number and/or email address provided to CIMB are current and updated. The Eligible Participant(s) bears the responsibility to update and inform CIMB if there are any changes to the mobile number and/or email address. CIMB shall not be responsible to the Eligible Participant(s) for any loss (including any loss of opportunity and/or consequential loss arising therefrom) suffered in the event the Eligible Participant(s)' mobile number and/or email address maintained in CIMB's record is not current or correct.
26. The Reward(s) will be forfeited should Eligible Participant(s) fail to maintain an active and valid Participating Account (inactive account will include terminated/suspended/blocked) within the Campaign Period. CIMB reserves the right to forfeit the Reward(s) in the event where there is a reversal of the payment for the Eligible Transaction(s).

General Terms and Conditions

27. 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 Reward(s) to be given away and the determination of the Eligible Participant(s) shall be final, binding and conclusive.
28. The Eligible Participant(s)' Participating Account (a) MUST not be in breach of the terms and conditions herein and/or the agreements governing the Participating Account; 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 determined by CIMB during the Campaign Period or before the fulfillment of the Rewards, otherwise the Eligible Participant(s) will be disqualified from participating in this Campaign and/or the Reward(s) will be forfeited.
29. 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.
30. Any determination by CIMB on the computation and/or amount and/or fulfilment of the Reward(s) shall be conclusive and shall not be challenged in any manner whatsoever, save for manifest error.
31. CIMB will not be responsible for any loss or damage resulting from using the Reward(s) by the Winner.
32. All costs, fees and/or expenses incurred or to be incurred by the Winner in relation to the Campaign and/or the claiming of the Reward(s) including fees, levies or taxes imposed or to be shall be borne by the Eligible Participant(s).
33. By acceptance or receipt of the Reward(s), 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 the Eligible Participant(s)': -
 - (a) participation in the Campaign; or
 - (b) receipt, redemption or use of the Reward(s).

34. All risks, losses or damages associated with the use of the Reward(s) shall be assumed and borne by the Eligible Participant(s).
35. CIMB reserves the right to substitute the Reward(s) 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.
36. 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.
37. 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 Participants of the push notification unless the same shall arise from and are caused directly by CIMB's gross negligence or willful default.
38. 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.
39. 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) 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.
40. These Terms and Conditions (as amended from time to time pursuant to **Clause 35** 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 Participating Account which shall apply in addition to the Terms and Conditions herein.

41. Any query, feedback, concern, issue or complaint by the Eligible Participant(s) pertaining to the Participating 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 Participating Accounts under CIMB Islamic Bank.
42. 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.
43. 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 online banking facility, then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
44. For feedbacks and/or complaints related to this Campaign, the Eligible Participant(s) may contact CIMB's Customer Resolution Unit ("CRU") 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)):

Address:	Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan
Telephone No.:	603 6204 7788
Fax No.:	603 2691 3248
Email:	cru@cimb.com