

CIMB CLICKS TOUCH 'N GO EWALLET X DUITNOW CHALLENGE 2023 (ROUND 2) CAMPAIGN TERMS AND CONDITIONS

1. The “**CIMB Clicks Touch ‘n Go eWallet x DuitNow Challenge 2023 (Round 2)**” 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**” refers to CIMB Bank and CIMB Islamic Bank.

The Campaign Period

2. The Campaign shall run from 12:30 hours (GMT+8) on 29th March 2023 to 23:59 hours (GMT+8) on 31st May 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 expiry date of the Campaign Period.

Eligibility

4. All new and existing CIMB Clicks customers who have not performed any reload (first-timers) to their Touch ‘n Go eWallet via DuitNow to Account on their CIMB Clicks mobile application or CIMB Clicks online banking portal are eligible to participate in this Campaign (“**Eligible Participants**”). Their CIMB savings account/-i or current account/-i must be registered with CIMB Clicks’ online banking facility (“**Participating Accounts**”).
5. The following persons/entities shall NOT be eligible to participate in this Campaign to win the Prizes (hereinafter defined at Clause 6 below):
 - a. Representatives and/or agents (including advertising and campaign agents, 3rd party vendors and service providers) of CIMB (including its subsidiaries and related companies) and their permanent, temporary and/or contract employees and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or
 - b. Customers whose Participating Accounts have been terminated, suspended, cancelled or become dormant within the Campaign Period; and/or
 - c. Customers whose accounts with CIMB have been deemed to be delinquent or is not in good standing as may be determined by CIMB at its sole and absolute discretion; and/or
 - d. Customers who have been declared as a bankrupt or wound-up, have had legal proceedings of any nature instituted against them, or shall have been declared as being of unsound mind; and/or
 - e. Individuals below the age of 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.

Prizes

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6. The Eligible Participants stand to win the following prizes (“Prizes”) under this Campaign:

Campaign Period	Prize Category	Prize	Number of Winners
29 th March 2023 – 31 st May 2023	Early Bird Prize	RM0.80 Touch 'n Go eWallet Reload PIN	38,800 winners
		RM8 Touch 'n Go eWallet Reload PIN	2,000 winners
	Special Prize	Enhanced Touch 'n Go Card	100 winners

Participating Criteria

7. Eligible Participants may win the Early Bird Prize and earn entries (“Entry”) to stand to win the Special Prize referred to in Clause 6 above by performing the following transactions during the Campaign Period: -

Participating Criteria	Prize & Entry Earned
Perform one (1) Eligible DuitNow Transactions (hereafter defined at Clause 9 below) to reload their Touch 'n Go eWallet Application with a minimum transaction value of RM50 via: (a) CIMB Clicks mobile application; and/or (b) CIMB Clicks online banking portal.	RM0.80 or RM8 Touch 'n Go eWallet Reload PIN AND one (1) Entry

8. If the Eligible Participant goes on to perform **a further two (2) or more** Eligible DuitNow Transactions (hereafter defined at Clause 9 below) to reload their Touch 'n Go eWallet Application (subject to a minimum transaction value of RM50 for each transaction) via: (a) CIMB Clicks mobile application; **and/or** (b) CIMB Clicks online banking portal, he/she will earn one (1) additional Entry.
9. For the purpose of these Terms and Conditions, the expression of “**Eligible DuitNow Transactions**” shall be defined as follows: -

	Definition of Eligible DuitNow Transactions
“ Eligible DuitNow Transaction ”	Successful outward fund transfers (subject to Clause 10 below) from the Eligible Participants’ Participating Accounts to the Eligible Participants’ Touch 'n Go eWallet Application using the “DuitNow to Account (Instant Transfer) to Other Banks/E-Wallets” function available in the: (a) CIMB Clicks mobile application; and/or (b) CIMB Clicks online banking portal.

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10. In order to qualify as an Eligible DuitNow Transaction, outward fund transfers must be made using funds from any of the Eligible Participants' Participating Accounts.
11. The tracking of Eligible DuitNow Transactions shall be based on the transaction dates and time (Malaysian Time) as captured in CIMB's transaction records during the Campaign Period.
12. Eligible Participants hereby acknowledge and agree that any determination by CIMB as to whether any particular transaction constitutes an Eligible DuitNow Transaction shall be final, binding and conclusive and such determination shall not be challenged by any person in any manner whatsoever.

Winner Selection Process

Winner Selection by Prize Category

13. Special Prizes

- a. At the end of the Campaign Period CIMB's system will shortlist a list of potential winners from the pool of Eligible Participants who have earned Entries (in accordance with Clauses 7 and 8 above) within the Campaign Period ("**Potential Special Prize Winners**").
- b. Potential Special Prize Winners whose mobile numbers are registered and maintained in CIMB's records will be contacted by CIMB via short message service ("**SMS**"). The Potential Special Prize Winners will be required to answer one (1) question correctly by replying to the said SMS in the fastest time.
- c. Subject to Clause 15 below, the first ONE HUNDRED (100) Potential Special Prize Winners who reply to the SMS with the correct answer will be declared as the Special Prize winners ("**Special Prize Winners**"). For the avoidance of doubt, only Potential Special Prize Winners who have a valid email address, mailing address and mobile numbers maintained in CIMB's records will be entitled to win the Special Prize under this Campaign.
- d. 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.

14. Early Bird Prizes

- a. The Eligible Participants who fulfil the Participating Criteria (as defined at Clause 7 above) will receive a push notification from CIMB via CIMB Clicks mobile application to play the TNG x DuitNow Challenge by clicking on the "Play Now" button to tap to draw from the claw machine via the "Challenges" section in the CIMB Clicks mobile application.

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- b. The Early Bird Prize will be distributed on a first-come-first-served basis and Eligible Participants who receive the Early Bird Prize shall hereinafter be referred to as **“Early Bird Prize Winners”**.
 - c. For Eligible Participants who are new to CIMB Clicks mobile application, it will take seven (7) working days for the Eligible DuitNow Transaction to be reflected in the “Challenge” section in the CIMB Clicks mobile application. For the avoidance of doubt, the Eligible Participants may then play the TNG x DuitNow Challenge in the manner stated in Clause 14(a) only after the Eligible DuitNow Transaction has been reflected in his/her CIMB Clicks mobile application.
15. It shall be the Eligible Participants’ responsibility to ensure their mobile numbers, email addresses and mailing addresses maintained with CIMB are current and updated. CIMB shall not be responsible to the Eligible Participants for any loss (including any loss of opportunity and consequential loss flowing therefrom) suffered or for any failure to fulfil the delivery of the Prizes if such loss or failure is due to the Eligible Participants’ mobile numbers, email addresses and/or mailing addresses being outdated or inaccurate.
16. An Eligible Participant is eligible to win a maximum of two (2) Early Bird Prize and one (1) Special Prize only throughout the Campaign Period.
17. At the time of selection of the Special Prize Winner and the Early Bird Prize Winners (hereinafter collectively referred to as the **“Winners”**), their Participating Accounts (a) MUST be in good standing; and (b) MUST NOT be in breach of any of the Terms and Conditions herein and/or the agreements which govern the Participating Accounts; and (c) 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 in any manner as may be determined by CIMB during the Campaign Period. Otherwise, the Eligible Participants will be disqualified from participating in this Campaign and/or being a Winner under this Campaign.

Prize Fulfilment

18. Prize fulfilment
- a. **Special Prizes**
 - i. CIMB will notify the Special Prize Winners of their win at the end of the Campaign Period via: (a) electronic communication display at CIMB’s website at www.cimbclicks.com.my; or (b) electronic mail; or (c) SMS to the Special Prize Winners’ mobile numbers maintained with CIMB; or (d) push notification, or by any other means of notification as may be selected by CIMB.
 - ii. The Special Prize will be sent to the Special Prize Winners’ mailing address in Malaysia currently maintained with CIMB within twelve (12) weeks after the end of the Campaign Period by CIMB’s appointed third party distributor/agent.

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- iii. The Special Prize Winners hereby expressly agree and authorise CIMB to disclose the his/her 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 Special Prize Winners regarding the delivery or redemption of the Special Prizes.

b. Early Bird Prizes

- i. The Early Bird Prize Winners will receive the Early Bird Prizes in real time immediately upon completing the TNG x DuitNow Challenge (as specified at Clause 14(a) above) in the form of an electronic Reload PIN code.
 - ii. Alternatively, the Early Bird Prize Winners may also retrieve the electronic Reload PIN code from the “Challenges” > “Your Voucher to Redeem” section via their CIMB Clicks mobile application.
 - iii. The Early Bird Prizes must be redeemed within the stipulated validity period by the Early Bird Prize Winners, failing which the Early Bird Prizes maybe forfeited by the relevant provider automatically without further notice to the Early Bird Prize Winners. CIMB shall not be obliged to replace such expired electronic Reload PIN Code to the Early Bird Prize Winner under any circumstances whatsoever.
 - iv. The Early Bird Prizes 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 Early Bird Prizes and the Early Bird Prize Winners’ use thereof, even if CIMB have been advised of the possibility of such damages, if any, in advance, and all such damages are expressly excluded.
 - v. 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 Early Bird Prizes. CIMB will not be responsible for any loss or damage resulting from using the Early Bird Prizes.
 - vi. CIMB will not entertain any complaints whatsoever in connection with the Early Bird Prizes. The inclusion of the Early Bird 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 Early Bird Prizes is only to pay for the price of the same to the relevant provider.
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 fees, levies or taxes imposed or to be imposed are the sole liability and responsibility of the Winners.

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20. The Prizes cannot be transferred to any third party, exchanged for a different prize or reward of similar value or any other alternatives under any circumstances whatsoever. CIMB will not entertain any request from the Winners to send the Prizes to any other email address/mobile numbers/mailling addresses.

General Terms and Conditions

21. By participating in this Campaign, Eligible Participants 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 awarded and such decisions shall be final, binding and conclusive.
22. CIMB reserves the right at its sole discretion to disqualify Eligible Participants 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.
23. CIMB reserves the right to substitute the any of the Prizes with other items 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 Participants. 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 Participants or any other persons whosoever to any claim or compensation against CIMB for any losses or damages suffered or incurred by the Eligible Participants as a direct or indirect result of the act of extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign.
24. By participating in this Campaign, the Eligible Participants hereby agree that CIMB shall not in any manner whatsoever be liable or held responsible to the Eligible Participants 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.
25. CIMB shall not be liable to any Eligible Participants 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 SMS or email or any other form of communication from CIMB unless the same shall arise from and are caused directly by CIMB's gross negligence or wilful default.
26. 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 Participants in respect of the Amendment shall be effected at CIMB's absolute discretion through any one

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of the following means of communication, namely, via electronic communication display at CIMB Clicks website at www.cimbclicks.com.my or CIMB's website where detailed provisions regarding the Amendment may be provided in the notice itself or may be provided to the Eligible Participants 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 Participants as from the date of notification of the Amendment or from such other date as may be specified by CIMB in the notification. Eligible Participants acknowledge and 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 changes or variations to these Terms and Conditions.

27. No compensation in cash or any kind shall be given to the Eligible Participants for any losses or damages suffered or incurred by the Eligible Participants as a direct or an indirect result of such amendment, variation, deletion, addition or alteration of the Terms and Conditions herein.
28. These Terms and Conditions (as amended from time to time pursuant to Clause 26 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 Online Banking and the prevailing terms and conditions governing the Participating Accounts which shall apply in addition to the Terms and Conditions herein.
29. Any query, feedback, concern, issue or complaint by the Eligible Participants pertaining to the current account-i or savings account-i under CIMB Islamic Bank shall be directed to CIMB Islamic Bank and CIMB Bank shall not be responsible for any matter relating to the current account-i or savings account-i under CIMB Islamic Bank.
30. 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.
31. 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 Participants and noted and acknowledged by CIMB in its records that the Bahasa Malaysia version of the CIMB Clicks Online Banking Agreement has been selected by the Eligible Participants to govern the operation of the Eligible Participants' use of CIMB Clicks, then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
32. For feedbacks and/or complaints related to this Campaign, the Eligible Participants may contact CIMB's Customer Resolution Unit 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 Participants): 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.