

## CIMB Clicks Transact & Win Exclusive Campaign Terms and Conditions

1. The “**CIMB Clicks Transact & Win Exclusive**” Campaign is jointly organised by CIMB Bank Berhad [197201001799 (13491-P)] (“**CIMB Bank**”) and CIMB Islamic Bank Berhad [200401032872 (671380-H)] (“**CIMB Islamic Bank**”). Every mention of “**CIMB**” refers to CIMB Bank and CIMB Islamic Bank collectively.

### Campaign Period

2. The Campaign shall run from 1<sup>st</sup> November 2020 to 31<sup>st</sup> December 2020, 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 by giving fourteen (14) calendar days prior notice.

### Eligibility

4. Subject to these Terms and Conditions, this Campaign is open to all individuals who are existing registered users of CIMB Clicks website and/or CIMB Clicks mobile app (“**CIMB Clicks**”) and have received a notification from CIMB regarding their eligibility to participate in this Campaign by an email or a Short Message Service (“**SMS**”) or any other communication medium deemed appropriate by CIMB (collectively referred to as the “**Eligible Participant(s)**”).
5. The following 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) Partnerships, charitable/non-profit organisations/societies, corporate and commercial customers, public limited companies, private limited companies, clubs, associations and co-operatives; and/or
  - (d) Individuals who are of unsound mind; and/or
  - (e) Individuals below the age of eighteen (18) years.

By participating in this Campaign, the Eligible Participant(s) represents and confirms that the he/she does not fall within the categories of persons/entities excluded above.

### Campaign Prizes

6. The following prizes (“**Prize**”) are available to the winners of this Campaign (*which shall be selected in accordance with Clauses 12 to 17*):-

Campaign Period	Prize	Number of Winner(s)
1 <sup>st</sup> November 2020 – 31 <sup>st</sup> December 2020	RM50 cash back per Winner	2,000

7. Each Eligible Participant(s) shall only be entitled to win a maximum of one (1) Prize only under this Campaign throughout the Campaign Period.

### Participating Criteria

8. In order to stand a chance to win the Prize referred to in Clause 6, the Eligible Participant(s) must have successfully performed and completed the following actions on CIMB Clicks (“**Eligible Transaction(s)**”):-
- (a) Successfully logged into CIMB Clicks; and
  - (b) Successfully performed any of the following transactions available to be performed on CIMB Clicks, i.e.
    - i. Fund Transfer;
    - ii. DuitNow;
    - iii. Bill Payment;
    - iv. JomPAY;
    - v. FPX;
    - vi. Prepaid Reload; and/or
    - vii. Payment of Loans/Financing/Credit Cards,  
with minimum amount of Ringgit Malaysia Ten (RM10) only.
9. Every fifth (5<sup>th</sup>) Eligible Participant who has successfully performed and completed the Eligible Transaction(s) in CIMB’s transaction records is entitled to win the RM50 Cashback prize (“**Winner(s)**”), subject to the availability of Prizes and there will be a maximum number of two thousand (2000) Winners only throughout the Campaign Period.
10. The Eligible Participant(s) acknowledge and agree that any determination by CIMB as to whether any particular transaction qualifies as an Eligible Transaction(s) shall be final, binding and conclusive and such determination shall not be challenged in any manner whatsoever.
11. The tracking of Eligible Participant(s)’ Eligible Transaction(s) shall be based on the transaction dates and times (Malaysian Time) as captured in CIMB’s transaction records during the Campaign Period.

### Winner(s) Selection Process

12. At the end of the Campaign Period, subject to the terms and conditions herein, the CIMB's CIMB Clicks automated system will select the Winner(s) in accordance with the provision stated in **Clause 9** hereof.
13. It shall be the Eligible Participant(s)' sole responsibility to ensure that his or her CIMB Current or Savings accounts, CIMB Credit Card account, CIMB Debit Card account, CIMB Kwik Account or CIMB Lazada Prepaid Mastercard account ("**Participating Account(s)**") (i) MUST not be in breach of the terms and conditions herein and the agreements governing such Participating Account(s) ; AND (ii) 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 and/or before the crediting of the Prize, otherwise the Eligible Participant(s) will be disqualified from participating in this Campaign and/or the Prize will be forfeited.
14. It shall be the Eligible Participant(s)'s sole responsibility to ensure that the email address and mobile number provided to CIMB are current and updated. CIMB shall not be responsible to the Eligible Participant(s) for any loss (including any loss of opportunity and/or consequential loss flowing therefrom) suffered in the event the Eligible Participant(s)' email address or mobile number maintained in CIMB's record are not current or correct.
15. CIMB will notify the Winner(s) that he or she is entitled to the Prize via electronic communication display at CIMB Clicks website and/or via email and/or via SMS to the Winner(s)' mobile number and/or by any other means of notification which CIMB may select within twelve (12) weeks from the end of the Campaign Period.
16. The Winner(s) shall receive the Prize within twelve (12) weeks from the end of the Campaign Period. The Prize will be automatically credited into the Winner(s)' Participating Account(s).
17. The Prize is non-transferable to any other person and/or entity and is not exchangeable for credit or ancillary rewards of any kind. CIMB will not entertain any request from the Winner(s) who is entitled to the Prize to credit the cash prize to his or her other CIMB accounts or any other accounts maintained with other financial institutions or any third party's accounts.

### General Terms and Conditions

18. By participating in this Campaign, the Eligible Participant(s) are deemed to have read, understood and agreed to be bound by the 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](http://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.

19. The Eligible Participant(s)' Participating Account(s) (i) MUST NOT be in breach of the Terms and Conditions herein and/or the agreements which govern the Participating Account(s); 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 of the Prize, otherwise the Eligible Participant(s) will be disqualified from participating in this Campaign and/or the Prize will be forfeited.
20. 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 the Terms and Conditions.
21. CIMB reserves the right to substitute the Prize 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.
22. 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.
23. 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 or email unless the same shall arise from and are caused directly by CIMB's gross negligence or wilful default.
24. 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) ("**Amendments**") any of the Terms and Conditions herein. Notification to Eligible Participant(s) in respect of the Amendments 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

([www.cimbclicks.com.my](http://www.cimbclicks.com.my)) or CIMB's website where detail provisions regarding the Amendments 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 Amendments in one newspaper of CIMB's choice or by any other means of notification which CIMB may select and the Amendments shall be deemed as binding on the Eligible Participant(s) as from the date of notification of the Amendments or from such other date as may be specified by CIMB in the notification. The Eligible Participant(s) 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 the Terms and Conditions.

25. 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 Amendments of the Terms and Conditions.
26. The Terms and Conditions (as amended from time to time pursuant to Clause 24) shall prevail over any provisions or representations contained in any other promotional materials advertising this Campaign. The 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(s) which shall apply in addition to the Terms and Conditions herein.
27. Any query, feedback, concern, issue or complaint by the Eligible Participant(s) pertaining to the Participating Account(s) 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 Account(s) under CIMB Islamic Bank.
28. The 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.
29. If there is any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between the Bahasa Malaysia and English version of the Terms and Conditions, the English version of the Terms and Conditions shall prevail. Notwithstanding the aforementioned, where a 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 the Terms and Conditions shall prevail.
30. For feedbacks and/or complaints related to this Campaign, the Eligible Participant(s) may contact CIMB's Customer Resolution Unit bearing the following address, telephone number, facsimile number and email address (or bearing such other address, telephone number, facsimile number and email address which CIMB may change by notification to the Eligible Participant(s)): Customer Resolution Unit, P.O.

Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan / Tel: 603 6204 7788 /  
Fax: 603 2691 3248 / Email: [cru@cimb.com](mailto:cru@cimb.com).