

CIMB CLICKS TAPTAPMENANG MERDEKA CAMPAIGN TERMS AND CONDITIONS

1. The “**CIMB Clicks TapTapMenang Merdeka**” 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 27 August 2021 to 23:59 hours (GMT+8) on 26 October 2021**, 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. This Campaign is open to all new and existing users of CIMB Clicks mobile app, 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

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(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 of this Campaign: -

Campaign Cycle & Transaction Period	Prize Category	Wheel Challenge Category	Prize	Number of Winner
Campaign Cycle 1 27 Aug 2021 – 26 Sep 2021	Grand Prize	n/a	RM3,000 Cash	15
	Wheel Challenge Prize	Fund Transfer Challenge	RM100 Touch N’ Go Reload PIN	30
			RM10 Touch N’ Go Reload PIN	300
			RM3 Touch N’ Go Reload PIN	3,000
		JomPAY Challenge	RM100 Touch N’ Go Reload PIN	30
			RM10 Touch N’ Go Reload PIN	300
			RM3 Touch N’ Go Reload PIN	3,000
		FPX Challenge	RM100 Touch N’ Go Reload PIN	30
			RM10 Touch N’ Go Reload PIN	300
			RM3 Touch N’ Go Reload PIN	3,000
		Prepaid Top Up Challenge	RM100 Touch N’ Go Reload PIN	30
			RM10 Touch N’ Go Reload PIN	300
RM3 Touch N’ Go Reload PIN	3,000			
Campaign Cycle 2 27 Sep 2021 – 26 Oct 2021	Grand Prize	n/a	RM3,000 Cash	15
	Wheel Challenge Prize	Fund Transfer Challenge	RM100 Touch N’ Go Reload PIN	30
			RM10 Touch N’ Go Reload PIN	300
			RM3 Touch N’ Go Reload PIN	3,000
		JomPAY Challenge	RM100 Touch N’ Go Reload PIN	30
			RM10 Touch N’ Go Reload PIN	300
			RM3 Touch N’ Go Reload PIN	3,000
		FPX Challenge	RM100 Touch N’ Go Reload PIN	30
			RM10 Touch N’ Go Reload PIN	300
			RM3 Touch N’ Go Reload PIN	3,000
		Prepaid Top Up	RM100 Touch N’ Go Reload PIN	30
			RM10 Touch N’ Go Reload PIN	300

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		Challenge	RM3 Touch N' Go Reload PIN	3,000
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(All the prizes stated above shall collectively be referred to as the **“Prizes”** and the Campaign Cycle 1 and Campaign Cycle 2 stated above shall each be referred to as the **“Campaign Cycle”**)

Participating Criteria

7. Participating Criteria for Grand Prize

The Eligible Participant(s) may earn an entry (**“Entry”**) to stand a chance to win the Grand Prize referred to in Clause 6 above by performing the transactions listed in the table below during the Campaign Period and in the manner stated therein:

Participating Criteria	Entry
(a) New registration of CIMB Clicks ID and successfully login to CIMB Clicks mobile app for the first-time	10
(b) Each Eligible Transaction (as defined in Clause 9 hereof) of minimum RM10 performed via CIMB Clicks online banking portal or CIMB Clicks mobile app	1

8. Participating Criteria for Wheel Challenge Prize

The Eligible Participant(s) may earn an entry to play the Wheel Challenge (**“Wheel Challenge Entry”**) and stand a chance to win the Wheel Challenge Prize referred to in Clause 6 above by performing the transactions listed in the table below during the Campaign Period and in the manner stated therein:-

Wheel Challenge Category	Participating Criteria	Wheel Challenge Entry
Fund Transfer Challenge	Perform three (3) Eligible Fund Transfer Transactions as defined in Clause 9 hereof with a minimum of RM10 for each transaction via (a) CIMB Clicks mobile app; and/or (b) CIMB Clicks online banking portal.	1
JomPAY Challenge	Perform three (3) Eligible JomPAY Transactions as defined in Clause 9 hereof with a minimum of RM10 for each transaction via (a) CIMB Clicks mobile app; and/or (b) CIMB Clicks online banking portal.	1
FPX Challenge	Perform three (3) Eligible FPX Transactions as defined in Clause 9 hereof with a minimum of RM10 for each transaction via CIMB Clicks online banking portal.	1

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Prepaid Top Up Challenge	Perform three (3) Eligible Prepaid Top Up Transactions as defined in Clause 9 hereof with a minimum of RM10 for each transaction via (a) CIMB Clicks mobile app; and/or (b) CIMB Clicks online banking portal.	1
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9. For the purpose of these Terms and Conditions, the expression of **“Eligible Transaction(s)”** is defined as follows:-

Type of Eligible Transaction(s)	Description
“Eligible Fund Transfer Transaction”	Successful outward fund transfers from any of the Eligible Participant(s) Participating Account(s) as defined in Clause 10 hereof to a third party via ‘DuitNow to Account (Instant Transfer)’ or ‘Normal Transfer’ or ‘DuitNow to Mobile/ID’ section in the (a) CIMB Clicks mobile app; and/or (b) CIMB Clicks online banking portal.
“Eligible JomPAY Transaction”	Successful payment of any bills or invoices of a JomPAY Biller via the ‘JomPAY’ section in the (a) CIMB Clicks mobile app; and/or (b) CIMB Clicks online banking portal, using any of the Eligible Participant(s) Participating Account(s) as defined in Clause 10 hereof.
“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) as defined in Clause 10 hereof.
“Eligible Prepaid Top Up Transaction”	Successful prepaid reload transaction made via the ‘Top Up’ section in the (a) CIMB Clicks mobile app; and/or (b) CIMB Clicks online banking portal, using any of the Eligible Participant(s) Participating Account(s) as defined in Clause 10 hereof.

10. The 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)”**).
11. 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.
12. Entries earned by the Eligible Participant(s) during a Campaign Cycle will only be taken into account for that Campaign Cycle and cannot be carried forward to the next Campaign Cycle.
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,

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binding and conclusive and such determination shall not be challenged in any manner whatsoever.

Winners Selection

14. Winner selection:

a) Grand Prize Winner:

- (i) At the end of the Campaign Period, subject to the Terms and Conditions herein, the CIMB's automated system will randomly shortlist a list of potential winners from the pool of Eligible Participant(s) based on the total Entries earned by Eligible Participant(s) within each of the Campaign Cycle (collectively known as the "**Potential Grand Prize Winners**").
- (ii) The Potential Grand Prize 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 Potential Grand Prize Winners will be required to answer one (1) question correctly in the fastest time by replying to the said SMS.
- (iii) The first FIFTEEN (15) Potential Grand Prize Winners who reply to the SMS with the correct answer will be declared as winners of the Grand Prize (collectively known as the "**Grand Prize Winners**").
- (iv) The above process will apply to each Campaign Cycle.
- (v) For the avoidance of doubt, all telecommunication charges shall be borne by the Eligible Participant(s) (including roaming charges incurred by the Eligible Participant(s) outside Malaysia) as a result of CIMB contacting them and CIMB shall not be liable for the same.
- (vi) It shall be the Eligible Participant(s)' responsibility to ensure their mobile numbers 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 in the event the Eligible Participant(s)' mobile numbers in CIMB's record are not current or updated.
- (vii) 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.

b) Wheel Challenge Prize Winner:

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- (i) The Eligible Participants who have earned a Wheel Challenge Entry under a Wheel Challenge category (collectively known as the “**Potential Wheel Challenge Prize Winners**”) will receive a push notification from CIMB via CIMB Clicks mobile app to play the Wheel Challenge by clicking on the “Play Now” button to spin the wheel via the “Challenge” section in the CIMB Clicks mobile app and stand a chance to win the Wheel Challenge Prizes under that Wheel Challenge category. If the Potential Wheel Challenge Prize Winners fail to play the Wheel Challenge before the end of the relevant Campaign Cycle, the Wheel Challenge Entry earned will lapse.
 - (ii) The Wheel Challenge Prizes under a Wheel Challenge category will be awarded to the Potential Wheel Challenge Prize Winners who spun the wheel under that Wheel Challenge category and be selected randomly by the CIMB’s automated system to be the winners (collectively the “**Wheel Challenge Prize Winners**”), subject to the availability of the Wheel Challenge Prize under that Wheel Challenge category for the relevant Campaign Cycle.
 - (iii) Each Eligible Participant will be entitled to a maximum of one (1) spin only for each Wheel Challenge category in each Campaign Cycle subject to the Terms and Conditions herein.
 - (iv) For the Eligible Participant(s) who is new to CIMB Clicks mobile app, it will take seven (7) working days for the Eligible Transaction to be reflected in the “Challenge” progress in the CIMB Clicks mobile app. The Eligible Participant(s) may then play the Wheel Challenge in the manner stated in Clause 14(b)(i).
15. An Eligible Participant is eligible to win a maximum of one (1) Grand Prize and eight (8) Wheel Challenge Prizes only throughout this Campaign.
16. CIMB will notify the 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.

Prize Fulfilment

17. Prize(s) fulfilment:

a) Grand Prize:

- (i) The Grand Prize(s) will be credited into the Grand Prize Winner’s Participating Account(s) selected by CIMB within twelve (12) weeks after the end of the Campaign Period.
- (ii) The Grand Prize(s) cannot be transferred to any third party, exchanged for a different prize or reward of similar value or any other alternatives in any

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circumstances. CIMB will not entertain any request from the Grand Prize Winner to credit the Prize(s) to the Grand Prize Winner's other CIMB account.

- (iii) Any Grand Prize Winner whose Participating Account(s) with CIMB has been terminated, suspended, cancelled, closed or dormant before the Grand Prize has been awarded to him/her under this Campaign will not be entitled to receive the Grand Prize under this Campaign.
- (iv) Upon CIMB's request, the Grand Prize 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 Grand Prize Winners fail to attend such ceremony and/or other publicity programmes, CIMB reserves the right to forfeit the Grand Prize of the Grand Prize Winners and select an alternative Winner.

b) Wheel Challenge Prize:

- (i) The Wheel Challenge Prize Winners will receive the Wheel Challenge Prizes in real time immediately after the Wheel Challenge in the form of an electronic Reload PIN code.
- (ii) The Wheel Challenge Winner(s) may also retrieve the Reload PIN code from the "Challenge" section in the CIMB Clicks mobile app.
- (iii) The Wheel Challenge Prizes must be redeemed within the stipulated validity period by the Wheel Challenge Winners, failing which the Wheel Challenge Prizes may be forfeited by the relevant provider automatically without notice and the Wheel Challenge Winners will not be eligible to redeem the Reload PIN and CIMB has no obligation to replace such Reload PIN to the Wheel Challenge Winner at any circumstances.
- (iv) The Wheel Challenge 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 Wheel Challenge Prizes, 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 Wheel Challenge Prizes. CIMB will not be responsible for any loss or damage resulting from using the Wheel Challenge Prizes.
- (vi) CIMB will not entertain any complaint(s) whatsoever in connection with the Wheel Challenge Prizes. The inclusion of the Wheel Challenge Prizes in this Campaign shall not be construed as an endorsement or recommendation of the same by CIMB.

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CIMB's liability with regard to the Wheel Challenge Prizes is only to pay for the price of the same to the relevant provider.

18. CIMB reserves the right to forfeit the Prize(s) in the event where there is a reversal of payment for the Eligible Transaction.
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 Prize(s) including fees, levies or taxes imposed or to be imposed are the sole liability and responsibility of the winners.
20. 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).

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21. 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.
22. 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.
23. The Eligible Participant(s)' accounts with CIMB (i) MUST not be in breach of the terms and conditions governing the 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

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the Eligible Participant(s) will be disqualified from participating in this Campaign and/or the Prize will be forfeited.

24. 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.
25. 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 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.
26. 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.
27. 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 unless the same shall arise from and are caused directly by CIMB's gross negligence or wilful default.
28. 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

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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.

29. 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 of the Terms and Conditions herein.
30. These Terms and Conditions (as amended from time to time pursuant to **Clause 28** 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 Participants' accounts with CIMB which shall apply in addition to the Terms and Conditions herein.
31. 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.
32. 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.
33. 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.
34. 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

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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.