

CIMB CLICKS #TAPTAPMENANG RAYA 2022 CAMPAIGN TERMS AND CONDITIONS

1. The “**CIMB Clicks #TapTapMenang Raya 2022**” 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 1 April 2022 to 23:59 hours (GMT+8) on 30 June 2022**, 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

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- (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 of this Campaign: -

Campaign Cycle & Transaction Period	Prize Category	Prize	Number of Winner
Campaign Cycle 1: 1 April 2022 – 30 April 2022	Grand Prize	iPhone 13	3
	Second Prize	RM2,000 Shopee Voucher	30
	Consolation Prize	RM100 Touch N’ Go Reload PIN	300
Campaign Cycle 2: 1 May 2022 – 31 May 2022	Grand Prize	iPhone 13	3
	Second Prize	RM2,000 Shopee Voucher	30
	Consolation Prize	RM100 Touch N’ Go Reload PIN	300
Campaign Cycle 3: 1 June 2022 – 30 June 2022	Grand Prize	iPhone 13	3
	Second Prize	RM2,000 Shopee Voucher	30
	Consolation Prize	RM100 Touch N’ Go Reload PIN	300

(All the prizes stated above shall collectively be referred to as the **“Prizes”** and the Campaign Cycle 1, Campaign Cycle 2 and Campaign Cycle 3 stated above shall each be referred to as the **“Campaign Cycle”**)

Participating Criteria

7. The Eligible Participant(s) may earn an entry (**“Entry”**) to stand a chance to win the Prizes 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:

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Transaction Type	Qualifying Criteria	No of Entry(ies)	Bonus Entries
JomPAY	Each Eligible JomPAY Transaction made via CIMB Clicks mobile app as defined in Clause 8 hereof with a minimum of RM30	1	2X multiplier for all Entries earned in a Campaign Cycle (If the total accumulated Eligible Transactions in the said Campaign Cycle are more than 5 OR if the Eligible Participant is a newly registered CIMB Clicks user during the said Campaign Cycle.)
FPX	Each Eligible FPX Transaction made via CIMB Clicks online banking portal as defined in Clause 8 hereof with a minimum of RM30	1	
DuitNow QR	Each Eligible DuitNow QR Transaction made via CIMB Clicks mobile app as defined in Clause 8 hereof with a minimum of RM10	1	
Prepaid Top Up	Each Eligible Prepaid Top Up Transaction made via CIMB Clicks mobile app as defined in Clause 8 hereof with a minimum of RM10	1	

8. 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 JomPAY Transaction ”	Successful payment of any bills or invoices of a JomPAY Biller via the ‘JomPAY’ section in the CIMB Clicks mobile app , using any of the Eligible Participant(s)’ Participating Account(s) as defined in Clause 9 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 9 hereof.
“ Eligible DuitNow QR Transaction ”	Successful payment to merchants or outward fund transfer to a third party via ‘DuitNow QR’ function in the CIMB Clicks mobile app using any of the Eligible Participant(s)’ Participating Account(s) as defined in Clause 9 hereof.
“ Eligible Prepaid Top Up Transaction ”	Successful prepaid reload transaction made via the ‘Top Up’ section in the CIMB Clicks mobile app , using any of the Eligible Participant(s)’ Participating Account(s) as defined in Clause 9 hereof.

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9. 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)**").
10. 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.
11. 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.
12. 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

13. 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 a Campaign Cycle (collectively known as the "**Potential Winners**").
14. The Potential 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 Winners will be required to answer one (1) question correctly in the fastest time by replying to the said SMS.
15. The first THREE (3) Potential Winners who reply to the SMS with the correct answer and have a valid mailing address in Malaysia maintained in CIMB's records for receiving the Grand Prize will be declared as the Grand Prize winners ("**Grand Prize Winners**"). For the avoidance of doubt, only the Potential Winners who have a valid mailing address in Malaysia maintained in CIMB's records will be entitled to win the Grand Prize under this Campaign.
16. The next THIRTY (30) Potential Winners who reply to the SMS with the correct answer will be declared as the Second Prize winners ("**Second Prize Winners**").
17. The subsequent THREE HUNDRED (300) Potential Winners who reply to the SMS with the correct answer will be declared as Consolation Prize winners ("**Consolation Prize Winners**").

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(The Grand Prize Winners, Second Prize Winners and Consolation Prize Winners are hereinafter collectively referred to as “Winners”.)

18. The processes stated in Clauses 13 to 17 above will apply for each Campaign Cycle.
19. 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.
20. It shall be the Eligible Participant(s)' responsibility to ensure their mobile numbers, email addresses and/or mailing addresses 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 or for any failure to fulfil the delivery of the Prize(s) in the event the Eligible Participant(s)' mobile numbers, email addresses and/or mailing addresses in CIMB's record are not current or updated.
21. 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.
22. An Eligible Participant is eligible to win a maximum of ONE (1) Prize only throughout this Campaign.
23. CIMB will notify the Winners via electronic communication display at CIMB Clicks website at www.cimbclicks.com.my or via email or SMS to the Winners' emails or mobile numbers or via CIMB Clicks push notification or by any other means of notification, which CIMB may select at its absolute discretion.

Prize Fulfilment

24. Prize(s) fulfilment:
 - (a) **Grand Prize**
 - (i) The Grand Prize(s) will be sent to Grand Prize Winner's mailing address in Malaysia maintained with CIMB within twelve (12) weeks after the end of the Campaign Period.
 - (ii) The Grand Prize Winners agree and authorise CIMB to disclose the Grand Prize Winners' details (including but not limited to name, identity card number,

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telephone number and address) to the distributor/agent who may then contact the Grand Prize Winners regarding the delivery or redemption of the Grand Prizes.

- (iii) Images of the Grand Prizes shown in any marketing and/or advertisement collateral are for visual purposes only and the colour/design may vary from the actual Grand Prize received. The Grand Prize Winners are not allowed to choose or change the colour or model of the Grand Prizes.
- (iv) Apple is not a participant in or sponsor of this Campaign. Nothing in these Terms and Conditions shall be taken to be a representation that manufacturer/designer of the Grand Prize has endorsed these Terms and Conditions or CIMB's products.

(b) Second Prize

- (i) The Second Prize(s) will be sent to the Second Prize Winners in the form of an e-voucher code via SMS/push notification/email selected by CIMB within twelve (12) weeks after the end of the Campaign Period.
- (ii) The Second Prize(s) must be redeemed within the stipulated validity period by the Second Prize Winners, failing which the Second Prize(s) may be forfeited by the relevant provider automatically without notice and the Second Prize Winners will not be eligible to redeem the Second Prize(s) and CIMB has no responsibility to replace the same to the Second Prize Winners at any circumstances.

(c) Consolation Prize

- (i) The Consolation Prize(s) will be sent to the Consolation Prize Winners in the form of an electronic reload PIN code via SMS/push notification/email selected by CIMB within twelve (12) weeks after the end of the Campaign Period.
- (ii) The Consolation Prize(s) must be redeemed within the stipulated validity period by the Consolation Prize Winners, failing which the Consolation Prize(s) may be forfeited by the relevant provider automatically without notice and the Consolation Prize Winners will not be eligible to redeem the Consolation Prize(s) and CIMB has no responsibility to replace the same to the Consolation Prize Winners at any circumstances.

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- (d) The 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 circumstances. CIMB will not entertain any request from the Winner to send the Prize(s) to other email/mobile number/address.
 - (e) Any Winner whose Participating Account(s) with CIMB has been terminated, suspended, cancelled, closed or dormant before the Prize has been awarded to him/her under this Campaign will not be entitled to receive the Prize under this Campaign.
 - (f) Upon CIMB's request, the 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 Winners fail to attend such ceremony and/or other publicity programmes, CIMB reserves the right to forfeit the Prize(s) and select an alternative Winner.
 - (g) The 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 Prizes, even if CIMB have been advised of the possibility of such damages, if any, in advance, and all such damages are expressly excluded.
 - (h) 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 resulting from using the Prizes.
 - (i) CIMB will not entertain any complaint(s) whatsoever in connection with the Prizes. The inclusion of the 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 Prizes is only to pay for the price of the same to the relevant provider.
25. CIMB reserves the right to forfeit the Prize(s) in the event where there is a reversal of payment for the Eligible Transaction.
26. 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.

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27. 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).
28. CIMB accepts no responsibility for any tax implications that may arise from the Prizes or the use thereof. Any tax filing obligation or any tax payment due to any authority as a result of receipt of the Prizes remain the sole responsibility of the Winner. It is the responsibility of each Winner to seek independent advice on the possible implications this may have on his/her own financial situation.

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29. 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.
30. 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.
31. The Eligible Participant(s)' Participating Account(s) with CIMB (i) MUST not be in breach of the terms and conditions governing the Participating Account(s) 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.

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32. 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.
33. 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 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.
34. 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.
35. 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.
36. 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;

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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.

37. 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.
38. These Terms and Conditions (as amended from time to time pursuant to **Clause 36** 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.
39. 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.
40. 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.
41. 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.

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42. 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.