

TERMS AND CONDITIONS
CIMB Clicks Top Up & Win Challenge (Round 2) 2023 Campaign

Campaign Period

1. The “CIMB Clicks Top Up & Win Challenge (Round 2) 2023” Campaign (“**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 both CIMB Bank and CIMB Islamic Bank.
2. The Campaign shall commence on **17th October 2023 12:00 hours (GMT+8)** and end on **31st December 2023 23:59 hours (GMT+8)**, both dates inclusive (“**Campaign Period**”).
3. CIMB reserves the right upon giving adequate prior notice of seven (7) calendar days to change the duration of the Campaign Period.

Eligibility

4. This Campaign is open to all new and existing active CIMB customers who utilises the CIMB Clicks online banking portal, CIMB Clicks mobile application and/or CIMB OCTO mobile application (“**Eligible Participants**”).
5. For Eligible Participants who have not downloaded the CIMB Clicks mobile application, they are required to download the CIMB Clicks mobile application. To participate in the Campaign, all Eligible Participants must maintain a valid and active CIMB current account/-i, savings account/-i and/or credit card (“**Participating Account**”) which is linked with their CIMB Clicks online banking facility.
6. The following categories of persons/entities shall **NOT** be eligible to participate in this Campaign:
 - a. Small medium enterprise/enterprise banking/commercial and corporate customers as may be determined by CIMB, including but not limited to sole proprietorships, partnerships, public listed companies, private limited companies, charitable/non-profit organisations, societies, and professional partnerships; and/or
 - b. Customers who have been declared bankrupt or wound up or otherwise have had legal proceedings of any nature instituted against them; and/or
 - c. Individuals below the age of eighteen (18) years.
7. By participating in this Campaign, the Eligible Participants represent and confirm that they do not fall within the categories of persons/entities excluded above.

Rewards

8. A total reward value of RM75,000 will be given out to the Winners (hereinafter defined at Clause 16 below) throughout the Campaign Period.
9. The following rewards (“Cashback”) are available to the Winners of this Campaign throughout the Campaign Period: -

Campaign Cycle & Transaction Period	Rewards Description	Total Cashback (RM)
Campaign Cycle 1 17 October 2023 – 31 October 2023	Cashback worth up to RM5.00 each	75,000
Campaign Cycle 2 1 November 2023 – 30 November 2023		
Campaign Cycle 3 1 December 2023 – 31 December 2023		

Campaign Mechanics

10. In order to stand a chance to win the Cashback offered under this Campaign, the Eligible Participants must meet the following Participating Criteria within the Campaign Period in the manner set out below: -

Participating Criteria

Eligible Participants must perform **one (1) Top Up Transaction** with a **minimum transaction value of RM10 (“Eligible Transaction”)** via: (a) CIMB Clicks mobile application; and/or (b) CIMB online banking portal; and/or (c) CIMB OCTO mobile application.

11. For the purposes of this Campaign, “**Top Up Transaction**” shall mean any prepaid reload transaction made via the Top Up section in the Eligible Participant’s CIMB Clicks mobile application and/or CIMB OCTO mobile application and/or CIMB online banking portal (using funds from his/her Participating Account) to any of the service providers listed under the Top Up function in the CIMB Clicks mobile application and/or CIMB OCTO mobile application and/or CIMB online banking portal.
12. For clarity, Eligible Transactions with a transaction value of less than RM10.00 shall not be taken into consideration for the purposes of this Campaign.
13. The Campaign will cease once all of the Cashback have been awarded or the end of the Campaign Period, whichever the earlier.

Winners Selection

14. Eligible Participant who meets the Participating Criteria will receive a push notification from CIMB via his/her CIMB Clicks mobile application inviting him/her to complete a challenge (“**Top Up Entry**”). For Eligible Participant who are new users of CIMB Clicks mobile application, it may take up to two (2) working days for them to receive the push notification.
15. Eligible Participants who receive the Top Up Entry are then required to complete the challenge via the “Challenge” section on CIMB Clicks mobile application (“**Challenge**”) within the Campaign Period to redeem the Cashback. Any unused opportunities after the Campaign Period will be forfeited.
16. The Cashback will be awarded to selected Eligible Participant(s) who have completed the Challenge (“Winners”), subject to the availability of the Cashback in the relevant Campaign Cycle. The value of the Cashback received will be allocated by CIMB’s automated system.
17. Each Eligible Participant stands to win up to three (3) times only per Campaign Cycle and a total of nine (9) times only throughout the Campaign Period.
18. This campaign operates on CIMB’s real-time logic engine. In the event of a disruption to the Campaign leading to any undelivered Top Up Entry invite, CIMB will send out the recovery Top Up Entry invite on a best-effort basis, but CIMB does not guarantee that the undelivered Top Up Entry invite will be restored in the recovery process.

Cashback Fulfillment

19. Winners will be notified of their win in real time via their CIMB Clicks mobile application upon their completion of the Challenge.
20. The Cashback will be credited into the Winners’ Participating Accounts (as may be selected by CIMB at its absolute discretion) within twelve (12) weeks after the end of the Campaign Period.
21. Any Winner whose Participating Account with CIMB has been terminated, suspended, cancelled, closed or dormant before the crediting of the Cashback will not be entitled to receive the Cashback under this Campaign.
22. The Cashback 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 transfer the Cashback to any other bank account (whether held with CIMB and/or any other financial institution).
23. CIMB will notify the 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 Winners’ mobile numbers maintained with CIMB;

or (d) push notification; or (e) any other means of notification as may be selected by CIMB.

24. CIMB reserves the right to forfeit the Cashback if the Eligible Participants do not comply with the Terms and Conditions set out herein.

General Terms and Conditions

25. 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 Cashback awarded and such decisions shall be final, binding and conclusive.
26. 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.
27. CIMB reserves the right to substitute the any of the Cashback 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 whatsoever 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.
28. 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.
29. 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.

30. 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 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.
31. 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.
32. These Terms and Conditions (as amended from time to time pursuant to Clause 30 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.
33. 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.
34. 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.
35. 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.

36. 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.