# Terms and Conditions for "CIMB Clicks - Bills For Cashback" Campaign

The "CIMB Clicks – Bills For Cashback" Campaign ("Campaign") is jointly organised by CIMB Bank Berhad (13491-P) ("CIMB Bank") and CIMB Islamic Bank Berhad (671380-H) ("CIMB Islamic Bank"). Every mention of "CIMB" refers to both CIMB Bank and CIMB Islamic Bank.

## The Campaign Period

- 2. The Campaign shall run from 15 May 2019 to 14 July 2019, 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 CIMB Clicks users.
- 5. The following categories of persons are NOT eligible to participate in this Campaign:
  - I. Permanent and/or temporary staff or employees of CIMB Bank (including its subsidiaries and related companies) and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or
  - II. Representatives and/or agents (including advertising and campaign agents, 3rd party vendors and service providers) of CIMB Bank (including its subsidiaries and related companies) and their permanent and/or contract employees and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or
  - III. Individuals below the age of 18 years;

By participating in this Campaign, the participant represents and confirms that the he/she is not under the above categories of persons.

### ("Eligible Participants")

# **Participating Criteria**

6. The Eligible Participants may earn an entry or entries ("Entry" or "Entries", as the case may be) to win the Prize(s) referred to in Clause 10 hereof by performing the transaction(s) set out in the table below and in the manner stated therein via CIMB Clicks website or CIMB Clicks mobile app or CIMB EVA mobile app:-

Participating Criteria	No of Entry
Each successful online bill payment (including Bill Payment / e-Payment) with a minimum sum of RM30 via CIMB Clicks during the Campaign Period.	1

(hereinafter collectively referred to as the "Eligible Transaction(s)")

- 7. For the purposes of these Terms and Conditions:
  - a. "Bill Payment" under this Campaign shall mean any bill payment transaction made by the Eligible Participants by logging into CIMB Clicks website (www.cimbclicks.com.my) or CIMB Clicks mobile app or CIMB EVA mobile app and performing bill payment transactions at 'Pay Bills' or 'JomPAY' section using any of the Eligible Participants' CIMB Current or Savings accounts, CIMB Credit Card account/-i, CIMB Debit Card account/-i or CIMB Kwik account ("Participating Account") registered for CIMB Clicks online banking facility.
  - b. "e-Payment" under this Campaign shall mean any payments made by the Eligible Participants via electronic payments options (including the FPX Online Payment Gateway) by logging into CIMB Clicks website (www.cimbclicks.com.my) or CIMB Clicks mobile app or CIMB EVA mobile app using any of the Eligible Participants' Participating Account.
- 8. The tracking of the Eligible Transaction is based on the transaction dates and time (Malaysian Time) as captured by CIMB's transaction records during the Campaign Period.
- 9. The Eligible Participants acknowledge and agree that the determination by CIMB as to whether any particular transaction is qualified as an Eligible Transaction(s) shall be conclusive and shall not be challenged in any manner whatsoever.

### **Prizes, Winner Selection and Fulfilment of Prizes**

10. The following prizes are available to the winners of this Campaign ("Prize(s)"):

Prize	No of Winners	Total Prize Value
RM500 cashback or accumulated Eligible Transactions amount during the Campaign Period (whichever is lower)	100	Up to RM50,000

- 11. At the end of the Campaign Period, winners will be selected from the first one hundred (100) Eligible Participants who earned the highest number of entries during the Campaign Period. ("Winners")
- 12. Each Eligible Participant shall be entitled to win a maximum of one (1) Prize only under this Campaign.
- 13. At the time of Winners selection, the Participating Account(s) of the selected Winners (i) MUST be in good standing; and (ii) MUST NOT be in breach of any of the Terms and Conditions herein and/or the agreements which govern the Participating Accounts; and (iii) 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 Prizes, otherwise they will be disqualified from participating in this Campaign and/or being the Winner in this Campaign.
- 14. The Winner must not have closed or have had his/her Participating Accounts closed or terminated. Any Winner whose Participating Account has been closed or terminated before any Prize has been awarded to him/her under this Campaign will not be entitled to receive any Prize under this Campaign.
- 15. The Prize will be credited into the Winner's relevant Participating Account as selected by CIMB within twelve (12) weeks after the end of the Campaign Period.

- 16. The Prize cannot be transferred to any 3rd 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 credit the Prize to the Winner's other CIMB accounts or any third party's CIMB accounts.
- 17. CIMB will notify the Winners via electronic communication display at CIMB Clicks website (www.cimbclicks.com.my) or via Short Message Service ("SMS") or electronic mail or by any other means of notification, which CIMB may select at its absolute discretion once the Prize has been credited to their relevant Participating Account. The Prize will also be reflected in the subsequent monthly statements of the Winner's relevant Participating Account after the crediting of the Prize.
- 18. It shall be the Eligible Participant's responsibility to ensure their phone number and email address provided are current and updated with CIMB. CIMB shall not be responsible for any loss (including loss of opportunity or loss of Prize) suffered in the event the Eligible Participant's phone number or email address in CIMB's record is not current or correct.
- 19. CIMB reserves the right to forfeit the Prize in the event of any reversal of payment for the Eligible Transaction.

#### **General Terms and Conditions**

- 20. By participating in this Campaign, the 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.cimbbank.com.my or www.cimbislamicbank.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.
- 21. The Eligible Participants' Participating Account (i) MUST NOT be in breach of the Terms and Conditions herein and/or the agreements which govern the Participating Account; 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 Participants will be disqualified from participating in this Campaign and/or the Prize will be forfeited.
- 22. CIMB reserves the right at its sole discretion to disqualify any Eligible Participants that it determines to be tampering with the entry process, or to be acting in breach or potential breach of these Terms and Conditions.
- 23. 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 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 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) ("Amendments") any of the Terms and Conditions herein. Notification to Eligible Participants 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) or CIMB's website where detail provisions regarding the Amendments may be provided in the notice itself or may be provided to the Eligible Participants 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 Participants as from the date of notification of the Amendments 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 Amendments of the Terms and Conditions herein.
- 28. These Terms and Conditions (as amended from time to time pursuant to Clause 26 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 and the prevailing terms and conditions governing the Participating Account(s) 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 Participating 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 Participating Accounts 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 Internet 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, P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan / Tel: 603 6204 7788 / Fax: 603 2691 3248 / Email: cru@cimb.com.