

DuitNow Campaign Additional Terms And Conditions

This DuitNow Campaign Additional Terms and Conditions shall be read together with the DuitNow Promotion Terms and Conditions which is available at <https://duitnow.my/>

1. Every mention of “**CIMB**” refers to CIMB Bank Berhad (13491-P).

The Campaign Period

2. The DuitNow Campaign (“**Campaign**”) shall run from 00:00 hours (GMT+8) on 8 January 2019 to 23:59 hours (GMT+8) on 31 May 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 expiry dates of the Campaign Period.

Eligibility

4. This Campaign is open to CIMB Clicks customers who registered their DuitNow ID to a savings or current account with CIMB, except for the categories of persons listed in Clause 5. (hereinafter referred to as the “**Eligible Participant(s)**”)
5. The following persons/entities who shall NOT be eligible to participate in this Campaign:
 - (i) Permanent, contract and/or temporary 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
 - (ii) Representatives and/or agents (including advertising and campaign agents, 3rd party vendors and service providers) of CIMB (including its subsidiaries and related companies) and their permanent, temporary and/or contract employees and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or
 - (iii) Customers that hold any savings/current accounts with CIMB that are terminated, suspended, cancelled or dormant within the Campaign Period would NOT be eligible; and/or
 - (iv) Customers that hold any accounts with CIMB that are delinquent or is not in good standing as determined by CIMB at its sole and absolute discretion shall NOT be eligible; and/or
 - (v) Customers who declared bankrupt, have legal proceedings of any nature instituted against them, or of unsound mind shall NOT be eligible to participate; and/or
 - (vi) Individuals below the age of 18 years.

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

DuitNow Campaign Additional Terms And Conditions

Prizes, Campaign Mechanism & Participating Criteria

6. The following prizes (“Prize”) are available to the selected winners of this Campaign:

Prize	Number of Entries
RM888 Cash back	100 winners

7. The Eligible Participants may earn an entry or entries (“Entry” or “Entries” as the case may be) to win the Prize referred to in Clause 6 by performing the transaction(s) listed in the table below and in the manner stated therein via CIMB Clicks website or CIMB Clicks mobile app:

Participating Criteria	Number of Entries
Each DuitNow Transaction at a minimum sum of RM1 to an unique DuitNow ID each day during the Campaign Period	1 entry

A DuitNow ID is considered unique when the Eligible Participants initiates a DuitNow Transaction to the ID for the first time on a particular day. DuitNow Transaction to the same DuitNow ID on the same day would not be considered unique.

(hereinafter collectively referred to as the “Eligible Transaction(s)”).

8. A DuitNow Transactions shall mean transfers made by the Eligible Participants by logging into CIMB Clicks website (www.cimbclicks.com.my), or CIMB Clicks mobile app and performing transactions using DuitNow at the ‘Pay & Transfer’ section in CIMB Clicks website or CIMB Clicks mobile app using any of the Eligible Participants’ CIMB or CIMB Islamic Current or Savings accounts registered for CIMB Clicks online banking facility “Participating Accounts”.
9. The tracking of the Eligible Transaction is based on the transaction dates and time (Malaysian Time).
10. The Eligible Participants acknowledge and agree that the determination by CIMB as to whether any particular transaction qualifies as an Eligible Transaction(s) shall be conclusive and shall not be challenged in any manner whatsoever.

Winners Selection Process & Prizes Terms

11. At the end of the Campaign Period, the Eligible Participants shall be randomly shortlisted by an automated selection system based on the total Entries earned within the Campaign Period. (“Shortlisted Participants”).
12. Eligible Participants must maintain at least one DuitNow ID linked to a CIMB bank account throughout the Campaign Period to be eligible to win.

DuitNow Campaign Additional Terms And Conditions

13. The Shortlisted Participants will be contacted by CIMB via short messaging system (SMS) whose mobile numbers are registered with Maxis, Celcom, DiGi or U Mobile telecommunication service provider maintained in CIMB's records.
14. The Shortlisted Participants will be required to answer one (1) question correctly in the fastest time by replying to the said SMS. The first one hundred (100) Shortlisted Participants who respond with the correct answer in the fastest time will be declared as the winners ("Winners").
15. For avoidance of doubt, only the first one hundred (100) Shortlisted Participants who respond with the correct answer received by CIMB is taken into account. The deadline (i.e. date and time) to answer the question will be specified in the SMS. In the event any Shortlisted Participant fails to answer the question correctly and/or fails to reply within the given deadline and/or is not contactable for any reasons whatsoever, that Shortlisted Participant will be disqualified or eliminated from standing a chance to win the Prizes. CIMB Bank shall not be liable in any way whatsoever in the event any Shortlisted Participant cannot be contacted for whatever reason(s).
16. For avoidance of doubt, standard telecommunications charges for the SMS response will apply and shall be borne by the Shortlisted Participants.
17. It shall be the Eligible Participant's responsibility to ensure their phone numbers provided are current and updated with CIMB. CIMB shall not be responsible for any loss (including loss of opportunity and consequential loss flowing there from) suffered in the event the Eligible Participant(s)' mobile number in CIMB's record is not current or correct.
18. All question and answer will be judged and decided by a panel of judges selected by CIMB and the decisions of the panel of judges shall be final and binding.
19. An Eligible Participant is eligible to win a maximum of one (1) Prize only under this Campaign.
20. At the time of selection of the Winners, the CIMB or CIMB Islamic Current or Savings accounts 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 CIMB or CIMB Islamic Current or Savings 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, otherwise they will be disqualified from participating in this Campaign and/or being the Winner in this Campaign.
21. CIMB will notify the Winners at the end of the Campaign via electronic communication display at CIMB's website at www.cimbclicks.com.my or via electronic mail or SMS to the Winners' mobile numbers or by any other means of notification which CIMB may select.
22. The Winners will receive the Prize within ten (10) weeks after the end of the Campaign Period.
23. The Prize will be credited into the Winner's CIMB or CIMB Islamic Current or Savings accounts selected by CIMB. CIMB will not entertain any request from the Winner to credit the Prize to the Winner's other CIMB account.

DuitNow Campaign Additional Terms And Conditions

24. Any Winner whose DuitNow ID and CIMB or CIMB Islamic Current or Savings accounts has been closed, terminated or switch to other banks before any Prize has been awarded to him/her under this Campaign will not be entitled to receive any Prize under this Campaign.
25. CIMB Bank reserves the right to forfeit the Prize in the event where there is a reversal of payment for the Eligible Transaction.

General Terms and Conditions

26. By participating in this Campaign, the Eligible Participants are deemed to have read, understood and agreed to be bound by these Terms & Conditions as well as consented to CIMB Bank processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice which can be found at www.cimbbank.com.my and agree that all decisions fairly and reasonably made by CIMB Bank in relation to every aspect of this Campaign, including the Prize to be given away shall be final, binding and conclusive.
27. The Eligible Participants' Participating Account (i) MUST not be in breach of the terms and conditions governing 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 Bank 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.
28. CIMB Bank 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.
29. CIMB Bank 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 Bank shall not entitle any of the Eligible Participants or any other persons whatsoever to any claim or compensation against CIMB Bank 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.
30. By participating in this Campaign, the Eligible Participants hereby agree that CIMB Bank shall not in any manner whatsoever be liable or held responsible to the Eligible Participants if CIMB Bank 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 Bank 's control or due to any factor in a nature of a force majeure which is beyond CIMB Bank's reasonable control.

DuitNow Campaign Additional Terms And Conditions

31. CIMB Bank 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 Bank's gross negligence or wilful default.
32. CIMB Bank 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 Bank'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 Bank's website where detail 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 Bank's choice or by any other means of notification which CIMB Bank 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 Bank in the notification. Eligible Participants acknowledge and agree to access CIMB Bank'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.
33. 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.
34. These Terms and Conditions (as amended from time to time pursuant to Clause 32 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.
35. Any query, feedback, concern, issue or complaint by the Eligible Participants pertaining to the Current or Savings account 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 or Savings account under CIMB Islamic Bank.
36. 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 Bank in relation to or which are applicable to the Campaign or any matters herein.
37. 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

DuitNow Campaign Additional Terms And Conditions

had been made by the Eligible Participants and noted and acknowledged by CIMB Bank 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.

38. For feedbacks and/or complaints related to this Campaign, the Eligible Participants may contact CIMB Bank's Customer Resolution Unit bearing the following address, telephone and facsimile numbers (or bearing such other address, telephone and facsimile numbers which CIMB Bank 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