

TERMS AND CONDITIONS

CIMB Pre-Owned Cars Carnival Rewards for Auto Financing

1. The “**CIMB Pre-Owned Cars Carnival Rewards for Auto Financing**” (“Carnival”) is jointly organized by CIMB Bank Berhad (13491-P) and CIMB Islamic Bank Berhad (671380-H) (collectively referred to as ‘CIMB’).

Carnival Period

2. The Carnival shall run from 15th April 2019 to 31st July 2019, both dates inclusive (“Carnival Period”).

Eligibility

3. The Carnival is open to all individuals residing in Malaysia including Malaysian citizens, permanent residents and non-Malaysian citizens who is between 18 years and 70 years old, sole-proprietorship, charitable / non-profit organizations, corporate and commercial customers who purchases used vehicle(s) including Unregistered Reconditioned) from CIMB Panel Used Car Dealers and obtain financing from CIMB (collectively referred to as “Eligible Customer”).
4. The financing obtained from CIMB shall be Retail Hire Purchase Financing Products (Islamic or Conventional). Auto Financing made via Floor Stocking, Block Discounting and Hire Purchase Blanket will not be eligible to participate in this Carnival.
5. The permanent, temporary and/or contract staff or employees of CIMB (including its subsidiaries and related companies) and their immediate family members (i.e. spouses, parents, children, brothers and sisters) shall NOT be eligible to participate in this Carnival.

Qualifying Criteria

6. The Eligible Customer shall be entitled to a (“Reward”) if
 - a) Purchase used vehicle(s) from CIMB panel used cars dealers;
 - b) Apply for Auto Financing from CIMB during the Carnival Period;
 - c) Applied Auto Financing has been approved and accepted within the Carnival period; and
 - d) Auto Financing must be disbursed not later than 31st August 2019; (hereinafter collectively known to as “Qualifying Criteria”).
7. For avoidance of doubt, Eligible Customers who apply for Auto Financing during this Carnival Period is subject to and must satisfy CIMB’s prevailing financing terms, credit evaluations and prevailing business policies and processes. Only Eligible Customers with approved Auto Financing and whose

Auto Financing is successfully disbursed are entitled to participate in the Carnival (as herein defined) during the Carnival period.

8. CIMB accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected application of the Eligible Product(s) or related correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise unless the same arise from and are caused directly by CIMB's gross negligence or willful default.

Campaign Mechanics and Rewards

Part 1: Shake & Win Game

9. The Shake & Win Game mechanics are as follows: -
 - i) An SMS will be sent to the Eligible Customer after the auto financing has been disbursed within **18** working days.
 - ii) Within the SMS is a unique 5-digit code and a link that will lead the Eligible Customer to the **Shake & Win Game** microsite. The microsite is managed by CIMB's appointed panel vendors' website.
 - iii) Only mobile number registered in Malaysia will receive SMS link and non-Malaysia registered mobile number will not receive the SMS link.
 - iv) Eligible Customer is required to input the unique 5-digit code provided, last **four digits of Eligible Customer's NRIC number** and tick **AGREE to the Terms and Conditions ("T&C")** before proceed to play.
 - v) Each Eligible Customer will only be entitled to one (1) shake and one (1) prize with every auto financing as per the Qualifying Criteria. In the event there is more than one auto financing, Eligible Customer is entitled to win more than one prize. Each shake will only be valid from Malaysia time 0000 hours 15 April 2019 to 2359 hours 23 September 2019
 - vi) The prize will be notified instantly from the Shake & Win game microsite.
10. All Eligible Customer is guaranteed with a prize from Shake & Win and type of prize are set-out in the table below:

Prize Description		Quantity of Prizes
1	0% Interest/Profit rate for 1 st Year	4
2	Sun AutoLife/Sun Auto Takaful Coverage up to RM100,000	50
3	RM188 Cash Back	200
4	RM68 Cash Back	500
5	Takaful Personal Accident (PA) Coverage of RM50,000	11,146

11. The Prizes for Eligible Customers are randomly allocated by an automated selection system from the list of Guaranteed Rewards via the Shake and Win Game microsite.
12. The Prize is not exchangeable with cash or credit or kind.
13. To the fullest extent permitted by law, CIMB expressly excludes and disclaims any representations, warranties or endorsement, implied or express, written or oral, of the Prize and will not assume any responsibility for the Prize offered under this Carnival. CIMB will not entertain any complain whatsoever in connection with the Prize.
14. By acceptance or receipt of the Prize, the Eligible Customers 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 suffered by CIMB and its affiliates and their respective directors, officers, employees and agents in connection with such Eligible Customers' participation in the Shake & Win or receipt or redemption of the Prize. All risks, loss or damage associated with the Prize shall be assumed by the Eligible Customers.
15. CIMB will not entertain any complaint(s) whatsoever in connection with the Prize. The Prize has not been certified by CIMB and under no circumstances shall the inclusion of any Prize in this Shake & Win be construed as an endorsement or recommendation of the Prize by CIMB.
16. CIMB reserves the right to forfeit the Prize in the event the Eligible Customer(s)' Contact Details maintained in the CIMB's record is invalid and/or not updated. CIMB shall not be responsible to the Eligible Customer(s) for any loss (including loss of opportunity and consequential loss arising therefrom) suffered or incurred in the event the Contact Details maintained in CIMB's record are not current or correct.
17. CIMB is merely a distributor of Sun AutoLife / Sun Auto Takaful underwritten by Sun Life Malaysia Assurance Berhad (197499-U), an insurer registered with Bank Negara Malaysia under the Financial Services Act 2013 and/or managed by Sun Life Malaysia Takaful Berhad (689263-M), a takaful operator registered with Bank Negara Malaysia under Islamic Financial Services Act 2013 and shall not be responsible or be held liable in any way whatsoever in respect of any matter or claims arising from the Sun AutoLife / Sun Auto Takaful provided by Sun Life Malaysia Assurance Berhad (197499-U) and/or Sun Life Malaysia Takaful Berhad (689263-M). Sun Life Malaysia Assurance Berhad (197499-U) and/or Sun Life Malaysia Takaful Berhad (689263-M) being the licensed insurer and underwriter / manager of the Product(s) shall fully undertake the insurance/takaful obligations. The Product(s) are not CIMB's products and therefore not an obligation of / not guaranteed by CIMB and/or and of its subsidiaries and affiliates.
18. CIMB is merely a distributor of Takaful Personal Accident underwritten by Takaful Ikhlas General Berhad (1233870-A), a takaful operator registered with Bank Negara Malaysia under Islamic Financial Services Act 2013 and shall not be responsible or be held liable in any way whatsoever in respect of any matter or claims arising from Takaful Personal Accident provided by Takaful Ikhlas General Berhad (1233870-A). Takaful Ikhlas General Berhad (1233870-A) being the licensed manager of the

Participating Product(s) shall fully undertake the takaful obligations. Takaful Personal Accident is not CIMB's products and therefore not an obligation of / not guaranteed by CIMB and/or and of its subsidiaries and affiliates.

19. The fulfilment for all prizes will be performed within eight (8) weeks from the date the Shake & Win is played except Sun AutoLife / Sun Auto Takaful and Takaful Personal Accident. Please refer to clause 21(b) and 21 (d) for the details.
20. The Eligible Customer will be notified on the winning prize via SMS within four (4) weeks from the date the Shake & Win is played.
21. Details of the fulfilment process is as follow:
 - a) 0% Interest/Profit rate for 1st year.

An equivalent amount of monthly term charges will be credited to Eligible Customers' auto financing account for the period of one (1) year from the month of notification by CIMB in a form of SMS or posted letter.
 - b) Sun AutoLife/Sun Auto Takaful coverage up to RM100,000

Eligible Customer will only be entitled to one (1) Sun AutoLife/ Sun Auto Takaful coverage up to RM100,000 per Auto Financing taken up. The entry age of the Eligible Customer must be between 18 – 60 years old. However, due to whatsoever or in the event that the eligible customer is above 60 years old and not eligible to subscribe for Sun AutoLife/Sun Auto Takaful, the Bank will substitute the reward with an equivalent Personal Accident/ Personal Takaful product to the Eligible Customer (as per clause 27). The Eligible Customer will receive an SMS notification to fill up the Sun AutoLife/Sun Auto Takaful proposal/application form at the respective Auto Finance Center (AFC) to complete the redemption of the reward within 30 days from the date the SMS is delivered. The policy/certificate issued will be delivered to the Eligible Customer via electronic mail or normal mail depending on their choice indicated in the proposal/application form.
 - c) RM188 and RM68 Cash Back.

The Cash Back will be credited to Eligible Customers' Auto Financing account.
 - d) Takaful Personal Accident (PA) Coverage of RM50,000

The Takaful PA is managed by Takaful Ikhlas General Berhad (1233870-A). Eligible Customers who are entitled for the Takaful PA coverage of RM50,000 will be effective from 1 September 2019 to 31 August 2020. CIMB will send an SMS to all Eligible Customers to seek their consent to send their information to Takaful Ikhlas General Berhad in order to issue the certificate. The Eligible Customer is to respond to the SMS before or by 31 August 2019. The certificate will be issued and delivered to the Eligible Customer via normal mail.

Part 2: Exclusive Gift by Participating Dealers

22. Car Tinting or Used Car Extended Warranty

Car tinting OR Used Car Extended Warranty is offered at participating dealers only. The Used Car Extended Warranty gift is available from 15 May 2019 onwards and is not applicable for Unregistered Reconditioned vehicle and The participating dealers reserves the rights to replace the free car tinting or Used Car Extended Warranty with any gifts of equivalent value at their discretion. For more information, please visit our participating dealers.

List of participating dealers as per Appendix I.

Part 3: Exclusive Online: Touch and Go worth RM20.00

23. The first one thousand (1,000) Eligible Customers will be entitled to Touch and Go with pre-loaded RM20.00 if they register their interest via CIMB website or at participating media platform and upon disbursement of the Auto Financing as prescribed in Clause 6.

General Terms and Conditions

24. By participating in this Carnival, the Approved Eligible Customers are deemed to have read, understood and agreed to be bound by these Terms & 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 / www.cimbislamic.com.my and agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Carnival, including the Reward to be given away and the determination of the Eligible Customers, shall be final, binding and conclusive.
25. The Approved Eligible Customers (s)' for this Carnival and /or signed up Eligible products (i) MUST not be in breach of the terms and conditions governing Auto Financing 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 Carnival Period and/or before the crediting of the Reward, otherwise the Approved Eligible Customer(s) will be disqualified from participating in this Carnival and/or the Reward will be forfeited.
26. CIMB reserves the right at its sole discretion to disqualify any Approved Eligible Customers that it determines to be tampering with the entry process, or to be acting in breach or potential breach of these Terms and Conditions.
27. CIMB reserves the right to substitute the Reward with other item(s) of similar cost and/or to extend, shorten, discontinue, cancel, terminate or suspend this Carnival by giving fourteen (14) calendar days' prior notice to the Approved Eligible Customers. For the avoidance of doubt, any extension, shortening, discontinuance, cancellation, termination or suspension of this Carnival by CIMB shall not entitle any of the Approved Eligible Customers or any other persons whosoever to any claim or compensation against CIMB for any losses or damages suffered or incurred by the Approved Eligible Customers as a direct or indirect result of the act of extension, shortening, discontinuance, cancellation, termination or suspension of this Carnival.

28. By participating in this Carnival, the Approved Eligible Customers hereby agree that CIMB shall not in any manner whatsoever be liable or held responsible to the Approved Eligible Customers 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 Approved Eligible Customers 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 Carnival including arising from any non-receipt or delayed receipt by the Approved Eligible Customers of the Short Message Service ("SMS") unless the same shall arise from and are caused directly by CIMB's gross negligence or willful 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 Customers 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's website and CIMB's branches or CIMB's Currency Exchange counters where detail provisions regarding the Amendment may be provided in the notice itself or may be provided to the Eligible Customers 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 Customers as from the date of notification of the Amendment or from such other date as may be specified by CIMB in the notification. Eligible Customers acknowledge and agree to access CIMB's website at regular intervals to view the terms and conditions of the Carnival 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 Approved Eligible Customers for any losses or damages suffered or incurred by the Approved Eligible Customers 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 1 until Clause 29 above) shall prevail over any provisions or representations contained in any other Promotional materials advertising this Carnival. These Terms and Conditions are to be read in conjunction with the prevailing terms and conditions of the Carnival and terms and conditions governing Auto Financing which shall apply in addition to the Terms and Conditions herein.
33. 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 the Bank in relation to or which are applicable to the Carnival or any matters herein.
34. 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 Customers and noted and acknowledged by CIMB in its records that the Bahasa Malaysia version of the Auto Financing has been selected by the Eligible Customers to govern the operation of the Eligible Customers' use of Auto Financing, then the Bahasa Malaysia version of these Terms and Conditions shall prevail.

35. Any query, feedback, concern, issue or complaint by the Eligible Customers pertaining to the Eligible Product(s) 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 Product(s) under CIMB Islamic Bank.
36. For feedbacks and/or complaints related to this Carnival, the Eligible Customers may contact CIMB's Customer Resolution Unit bearing the following address, telephone number or email (or bearing such other address, telephone number or email which CIMB may change by notification to the Eligible Customers): Customer Resolution Unit, P.O. Box 10338 GPO, Kuala Lumpur 50710, Wilayah Persekutuan, Tel : 603 6204 7788/Email : cru@cimb.com.