

**TERMS & CONDITIONS
CIMB BALIK KAMPUNG CAMPAIGN**

1. The CIMB Balik Kampung Campaign (“**the Campaign**”) is jointly organised by CIMB Bank Berhad (13491-P) (“CIMB Bank”) and CIMB Islamic Bank Berhad (671380-H) (“CIMB Islamic”). CIMB Bank and/or CIMB Islamic shall herein collectively be referred to as (“CIMB”).

Campaign Period

2. The Campaign shall run from 15 May 2019 to 31 August 2019, both dates inclusive (“**Campaign Period**”).
3. CIMB reserves the right upon giving adequate 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 all new and existing principal cardholder of CIMB PETRONAS Platinum Credit Card, CIMB PETRONAS Platinum-i Credit Card and CIMB Platinum-i Credit Card (collectively referred to as “CIMB Cards”) issued by CIMB.

Hereinafter collectively referred to as the (“**Eligible Participant(s)**”).
5. The new and existing CIMB Cards accounts of the Eligible Participant(s) are hereinafter collectively referred to as the “**Participating CIMB Cards Accounts**”.
6. The following categories of persons shall NOT be eligible to participate in this Campaign:-
 - i. Permanent, contract and/or temporary staff or employees of *CIMB Group of Companies and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or
 - ii. Eligible Participant(s) who had cancelled his/her Participating CIMB Card Accounts within six (6) months before the date of application and is re-applying for CIMB Cards under this Campaign.

* CIMB Group of Companies means the groups of companies/legal entities of which CIMB Group Holdings Berhad, being the ultimate holding company of CIMB has a controlling interest, directly or indirectly, either by itself or through its subsidiaries.

Participation Criteria

7. Eligible Participant(s) must:-
 - i. “Successfully Applied” for a CIMB Cards or is/are an existing principal cardholder of a CIMB Cards; and
 - ii. make retail spending transactions (as defined in Clause 8 herein) using their Participating CIMB Cards Accounts;
 in the manner explained below to earn entries during the Campaign Period and to stand a chance to win the First Prize, Second Prize and/or Consolation Prize (as defined in Clauses 15 to 17 herein):-

Participation Criteria	No. of Entries
Every RM30 spend in a single receipt on retail spend other than at Petronas Service Station (“Non – Petronas Spend”)	1X Entry
Every RM30 spend in a single receipt at Petronas Service Stations (“Petronas Spend”)	3X Entries
Every approved application of CIMB Cards during Campaign Period	10X Entries

- iii. "Successfully Applied" shall mean that the Eligible Participant(s) CIMB Cards application is submitted during the Campaign Period and the said application is approved by CIMB and activated by Eligible Participant(s) no later than 30 September 2019. CIMB reserves the right to approve or reject any credit card applications and/or to request for any further supporting documents as it deems fit. For the avoidance of doubt, CIMB has sole and absolute discretion to determine if the supporting documents are sufficient for the purpose of processing the credit card application submitted to CIMB.
 - iv. For avoidance of doubt, Petronas Spend is defined as transactions performed at PETRONAS Service Stations based on CIMB's record under Merchant Category Code (MCC) 5541 and 5542.
 - v. Non – Petronas Spend and Petronas Spend shall herein collectively be referred to as ("Eligible Transactions").
8. Eligible Transactions stated above includes purchase transactions for goods and services including online purchases for goods and services and incurred for personal consumption and shall not include betting or gaming transactions. For avoidance of doubt, the following transactions are also herein expressly excluded and shall not be regarded as Eligible Transactions:-
- i. Quasi Cash transactions – (example: betting and/or gaming transactions);
 - ii. Monthly installments under any installment payment facility provided by CIMB or any other financial institutions or funds transfer from other Financial Institutions;
 - iii. Payment of annual fees or service charges, delivery charges, cash payments, card replacement fees, dispute charges, fraud charges or any other fees, charges or penalties whether imposed by CIMB or otherwise;
 - iv. Cash advance/withdrawal/deposit transactions; and
 - v. Eligible Transactions which is subsequently cancelled or refunded, or any other disputed, unauthorized or fraudulent transactions.

For the avoidance of doubt, international transactions in foreign currency shall be converted to Ringgit Malaysia based on CIMB's prevailing exchange rate.

9. All Eligible Transactions will be automatically tracked by CIMB for the purpose of tabulating the number of entries for the Campaign and is based on the transaction dates and/or time (Malaysian Time) as captured by CIMB's transaction records during the Campaign Period. CIMB's determination as to what constitutes Eligible Transactions shall be conclusive unless the same appears as grossly unfair or unjust.
10. CIMB shall not be held responsible or liable for any delay in the posting of the Eligible Transactions to the Eligible Participant's **Participating CIMB Cards Accounts** and/or error or omission in the posting of the same due to any reasons whatsoever and howsoever arising including but not limited to the delay on the part of the merchant unless the same is due to the gross negligence and/or default of CIMB. CIMB shall not be responsible for any failure and/or delay in the transmission of evidence of sales transactions by Visa, Mastercard, merchant establishments or any other party unless the same is due to the gross negligence or default of CIMB.
11. CIMB accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected application of the CIMB Cards 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.
12. For the avoidance of doubt, in the event the Eligible Participant(s) is a principal cardholder issued by CIMB Bank and CIMB Islamic and is eligible to participate in the Campaign, the Eligible Participant's retail spending using the participating CIMB cards issued by CIMB Bank and CIMB Islamic and/or approved and activated new CIMB Cards application(s) shall be accumulated and shall not be treated separately for the purposes of earning the entries to win the Prizes in the Campaign.
13. Eligible Transactions for the purpose of this Campaign shall be calculated based on the total consolidated (principal and supplementary) credit card(s) spending of the Eligible Participant(s). If the Eligible Participant has multiple Participating CIMB

Cards Accounts, the Eligible Transactions made on all of his/her Participating CIMB Cards Accounts including principal and supplementary credit card accounts shall be consolidated and not be viewed individually. Please refer to the example below:-

Example:

Eligible Participant A has 1 principal CIMB Cards and 2 supplementary CIMB Cards. All Eligible Transactions on any of these credit cards which meet the retail spending requirement will be accumulated to tabulate the total entries eligible for the Campaign.

Prizes

14. Details of the Consolation Prize, Second Prize and First Prize are as defined in Clauses 15 to 17 herein.

Consolation Prize

15. Details of the Participating Month, Consolation Prize per winner and number of Consolation Prize Winners are as follows:-

Participating Month	Consolation Prize per winner	No. of Consolation Prize Winners
15 May 2019 – 14 June 2019	ONE RM100 PETRONAS Gift Card	100
15 June 2019 – 14 July 2019		100
15 July 2019 – 31 August 2019		100
TOTAL		300

Second Prize

16. Details of the Participating Month, Second Prize per winner and number of Second Prize Winners are as follows:-

Participating Month	Second Prize per winner	No. of Second Prize Winners
15 May 2019 – 14 June 2019	ONE Habib Jewels Voucher worth RM1,000	2
15 June 2019 – 14 July 2019		2
15 July 2019 – 31 August 2019		2
TOTAL		6

First Prize

17. Details of the Participating Month, First Prize per winner and number of First Prize Winners are as follows:-

Participating Month	First Prize per winner	No. of First Prize Winners
15 May 2019 – 14 June 2019	ONE Duit Raya worth RM5,000	1
15 June 2019 – 14 July 2019		1
15 July 2019 – 31 August 2019		1
TOTAL		3

18. An Eligible Participant is eligible to earn and accumulate entries starting from the first (1st) day of each Participating Month to be in the running to win the Prizes given out in each Participating Month.
19. An Eligible Participant is eligible to win a maximum of one (1) Consolation Prize and **either** one (1) Second Prize **or** one (1) First Prize only during the Campaign Period.
20. Prizes under this Campaign is provided on an “as is” basis and is neither transferable nor exchangeable for cash or credit of any kind. Where applicable, the Prizes shall be subject to the terms and conditions of the vendors/providers, manufacturer and/or merchant of the relevant Prizes which terms and conditions are separate from CIMB’s terms and conditions governing this Campaign.
21. Images of the Prizes shown in any marketing and/or advertisement collateral are for visual purposes only and the colour/design may vary from the actual Prizes received. The Eligible Participants are not allowed to choose or change the colour or model of the Prizes.

22. To the fullest extent permitted by law, CIMB expressly excludes and disclaims any representations, warranties or endorsement, implied or express, written or oral, of all the Prizes and will not assume any responsibility for the Prizes offered under this Campaign. CIMB will not entertain any complaint whatsoever in connection with the Prizes.
23. The Prizes are offered and/or provided solely by the relevant vendors/providers, under such terms and conditions as determined by such vendors/providers 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 whether in contract, tort, negligence or otherwise in connection with the Prizes, even if CIMB have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
24. CIMB will not entertain any complaint(s) whatsoever in connection with the Prizes. The Prizes have not been certified by CIMB and under no circumstances shall the inclusion of any Prizes in this Campaign be construed as an endorsement or recommendation of the Prizes by CIMB. CIMB's liability with regards to the Prizes is only to pay for the price of the same to the vendors/providers.
25. 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 remains the sole responsibility of the Eligible Participants. It is the responsibility of each Winners to seek independent advice on the possible implications this may have on his/her own financial situation.

Winners Selection Process

26. At the end of the Campaign Period, Eligible Participants shall be randomly selected by an automated selection system based on the entries earned by Eligible Participants during the Campaign Period, for the following Prizes:-
 - i. **Consolation Prize**

Subject to the terms and conditions herein, the CIMB's automated system will generate two hundred (200) potential Winners for each Participating Month referred to under Clause 15 herein based on the total entries earned during each Participating Month ("Potential Consolation Prize Winner(s)"). The Potential Consolation Prize Winners shall be contacted via SMS at their mobile number maintained in CIMB's records within eight (8) weeks after the end of Campaign Period and will be required to answer one (1) question correctly in the fastest time by replying to the said SMS. The first one hundred (100) Potential Consolation Prize Winners who respond with the correct answer in the fastest time (within the given time frame stated in the SMS) will be declared as the "Consolation Prize Winner".
 - ii. In the event the Potential Consolation Prize Winner(s) do not respond within the given time frame, resulting in insufficient Consolation Prize Winner, CIMB will perform the processes outlined under Clause 26.i for the second time. If there are still insufficient Consolation Prize Winners after performing the above mentioned processes for the second time, CIMB shall be entitled to forfeit the prize(s).
 - iii. The question and answer will be judged and decided by a panel of judges selected by CIMB and the decision of the panel of judges shall be final and binding.
 - iv. **Second Prize**

Subject to the terms and conditions herein, the CIMB's automated system will generate two (2) potential Winners for each Participating Month referred to under Clause 16 herein based on the total entries earned during each Participating Month ("Potential Second Prize Winner"). The Potential Second Prize Winner shall be contacted via telephone at their mobile number maintained in CIMB's records within eight (8) weeks after the end of the Campaign Period and shall be required to answer two (2) questions correctly before being declared the respective "Second Prize Winner". If the first attempt to contact the Potential Second Prize Winner fails, i.e. due to reasons such as no answer, telephone number not in service, no connection or any other reasons, another two (2) attempts will be made to call the said Potential Second Prize Winner. Where the third (3rd) attempt is unsuccessful, such Potential Second Prize Winner will be disqualified and will not be entitled to win the respective Second Prize. The next Potential Second Prize Winner will be shortlisted to replace the said disqualified Potential Second Prize Winner. The said process will be repeated until CIMB has successfully identified the Second Prize Winner for the relevant Participating Month(s).
 - v. **First Prize**



Subject to the terms and conditions herein, the CIMB's automated system will generate one (1) potential winner for each Participating Month referred to under Clause 17 herein based on the total entries earned during each Participating Month ("Potential First Prize Winner"). The Potential First Prize Winner shall be contacted via telephone at their mobile number maintained in CIMB's records within eight (8) weeks after the end of the Campaign Period and shall be required to answer two (2) questions correctly before being declared the respective "First Prize Winner". If the first attempt to contact the Potential First Prize Winner fails, i.e. due to reasons such as no answer, telephone number not in service, no connection or any other reasons, another two (2) attempts will be made to call the said Potential First Prize Winner. Where the third (3rd) attempt is unsuccessful, such Potential First Prize Winner will be disqualified and will not be entitled to win the respective First Prize. The next Potential First Prize Winner will be shortlisted to replace the said disqualified Potential First Prize Winner. The said process will be repeated until CIMB has successfully identified the First Prize Winner for the relevant Participating Month(s).

27. CIMB has the sole discretion to fix the appointed working day (Monday-Friday) and time (9am - 6pm) to make the telephone calls to the Potential Second Prize Winners and/or Potential First Prize Winners ("Potential Winners"). CIMB shall not be held responsible for calls made to the Potential Winners which are (i) not completed or disconnected due to any reasons whatsoever; (ii) not answered or not proceeded with due to the unavailability of the Potential Winners at the appointed date and time and/or due to any other whatsoever reasons. It shall be the Eligible Participant's responsibility to ensure that their phone numbers provided are current and updated with CIMB in the event of any changes being made to the same by the Eligible Participant(s). CIMB reserves the right to record these telephone conversations.
28. At the time of selection of the Campaign Winners, the Participating CIMB Cards Account(s) of the selected Eligible Participant(s) MUST be in good standing and MUST NOT be in breach of any of the terms and conditions of the CIMB credit card agreement or delinquent, and/or be invalid or cancelled as otherwise they will be disqualified from participating or being selected as the Campaign winner(s).

Prizes Fulfilment Process

Consolation Prize

29. Subject to terms and conditions herein, the Consolation Prize will be delivered to the Consolation Prize Winners' mailing address based on CIMB's record via mail within sixteen (16) weeks after the end of the Campaign Period. CIMB will not entertain any request from any Consolation Prize Winners to deliver the Consolation Prize to any third party.

Second Prize

30. The Second Prize Winners will need to collect the Second Prize from the Habib Jewels Outlets agreed during the phone call made by CIMB staff during the winner selection process within two (2) weeks after the date of the phone call. If the Second Prize Winner does not collect the Second Prize from Habib Jewels Outlets within two (2) weeks, CIMB shall be entitled to forfeit the Second Prize(s) without finding a new Second Prize Winner.

First Prize

31. The First Prize will be credited into the First Prize Winners' CIMB Current Account or Savings Account within sixteen (16) weeks after the end of the Campaign Period. CIMB will not entertain any request from the First Prize Winners to credit the First Prize to their other CIMB accounts or other accounts maintained with other banks or any third party's accounts.
32. By acceptance or receipt of the Prizes, the Eligible Participants 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 Participants participation in the Campaign or receipt, redemption or use of the Prizes. All risks, loss or damage associated with the redemption or use of the Prizes shall be assumed by the Eligible Participants.
33. Eligible Participants shall be responsible to ensure that their telephone numbers and/or email address and/or mailing address provided are current and updated with CIMB. The notification and/or delivery of the Prizes by CIMB will be based on each Eligible Participant(s)' telephone number and mailing address in Malaysia maintained with CIMB. The delivery of the Prizes is only valid for mailing addresses that are based within Malaysia, and will not be valid for mailing address that is based outside Malaysia. For Eligible Participants who do not have a mailing address in Malaysia, the Eligible Participants must contact CIMB Customer Resolution Unit at telephone number 03-6204 7788 to notify CIMB of either the collection of the Prizes from a CIMB branch or the delivery of the Prizes to a given mailing address in Malaysia. CIMB shall not be responsible to the Eligible Participants for



any loss (including loss of opportunity and consequential loss flowing there from) suffered or for any failure to fulfil the delivery of the Prizes in the event the Eligible Participants' telephone number and/or mailing address in CIMB's record is not current or correct.

The Eligible Participant(s) agrees and authorizes CIMB to disclose their details (including but not limited to their names, phone numbers and mailing and/or electronic mailing addresses) to the distributor/agent appointed to deliver the Prizes.

34. The Winners of the Campaign will at the sole and absolute discretion of CIMB be required to attend and participate in a prize giving ceremony and/or other related events organized by CIMB (if any) and if the Winners fail to attend such ceremonies and/or events, CIMB reserves the right to forfeit the Prizes and select another Winner.
35. CIMB reserves the right to publish or display the name, picture 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.

General Terms and Conditions

36. By participating in this Campaign, the Eligible Participant(s) 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 or www.cimbislamic.com.my and agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Prizes to be given away and the determination of the Winners, shall be final, binding and conclusive.
37. The Eligible Participants' CIMB Cards (i) MUST not be in breach of the terms and conditions governing the CIMB Cards 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 Prizes, otherwise the Eligible Participants' will be disqualified from participating in this Campaign and/or the Prizes will be forfeited.
38. 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.
39. 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 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.
40. 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.
41. 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 Short Message Service ("SMS") unless the same shall arise from and are caused directly by CIMB's gross negligence or wilful default.
42. 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's website and CIMB's branches 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 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.

43. 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.
44. These Terms and Conditions (as amended from time to time pursuant to Clause 42 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 CIMB Cardholder Agreement which shall apply in addition to the Terms and Conditions herein.
45. Any query, feedback, concern, issue or complaint by the Eligible Participants pertaining to the CIMB Cards under CIMB Islamic shall be directed to CIMB Islamic and CIMB Bank shall not be responsible for any matter relating to the CIMB Cards under CIMB Islamic.
46. 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.
47. 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 Credit Card Terms and Conditions has been selected by the Eligible Participants to govern the operation of the Eligible Participants' use of Credit Card then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
48. 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 email address (or bearing such other address, telephone and email address which CIMB may change by notification to the Eligible Participants): CIMB Bank Berhad / CIMB Islamic Bank Berhad, Customer Resolution Unit (CRU), P.O.Box 10338, GPO Kuala Lumpur 50710 Wilayah Persekutuan / Tel: +603 6204 7788 / Email: cru@cimb.com.