

## CIMB–Guaranteed Hot FX Rates Terms and Conditions

1. The CIMB– Guaranteed Hot FX Rates (“**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**”)

### The Campaign Period

2. The Campaign shall run from 8 April 2019 until 31 December 2019, both dates inclusive (“**Campaign Period**”).
3. CIMB reserves the right upon giving 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 and Qualifying Criteria

4. The Campaign is open to all individual customers who perform over-the-counter transaction at any CIMB branches from **Monday to Friday, banking hours, except on Federal Territory Holiday** during the Campaign Period (“**Eligible Customers**”).
5. The campaign is applicable for all types of foreign currencies offered by CIMB.
6. The following non-individual entities are **not eligible** to participate in this Campaign: -
  - a. Sole Proprietor
  - b. Partnership
  - c. Charitable/non-profit organizations/societies,
  - d. Corporate customers,
  - e. Private limited companies,
  - f. Public listed companies,
  - g. Clubs,
  - h. Associations and co-operatives.

### Campaign Mechanics and Conditions

7. Only Eligible Customers are entitled to enjoy the Guaranteed Hot FX Rates.
8. Eligible Customers must perform Outward Telegraphic Transfers (OTT) over-the-counter (“**the transaction**”) at any of CIMB branches in order to enjoy the Guaranteed Hot FX Rates.
9. Under this Campaign, Eligible Customers can submit a claim for a reimbursement of the difference between other commercial bank Competitive Rate and the Guaranteed Hot FX Rates given by CIMB (“**Reimbursement**”) in respect of the transaction that has been performed by the Eligible Customers.

10. A Competitive Rate refers to the exchange rate offered by any other commercial bank (“**Service Provider**”) in Malaysia via their digital rate board or website (desktop / mobile), and must satisfy the followings:
- not be offered as result of a promotion/campaign/product or being a member of any loyalty programme; and
  - be better than CIMB’s exchange rate; and
  - be available for general public viewing.

11. An illustration is provided below:

**Example 1: Within max cap of RM100 per customer per day**

Description	CIMB	Other commercial bank
Exchange rate of the transacted currency i.e. USD	4.1000	4.0930
Transacted amount in USD	10,000	10,000
MYR equivalent	41,000	40,930
Reimbursement	$RM\ 41,000 - RM40,930 = RM70$ <b>Final Reimbursement amount is RM 70</b>	

**Example 2: Exceeded max cap of RM100 per customer per day**

Description	CIMB	Other commercial bank
Exchange rate of the transacted currency i.e. USD	4.1000	4.0860
Transacted amount in USD	10,000	10,000
MYR equivalent	41,000	40,860
Reimbursement	$RM\ 41,000 - RM40,860 = RM140$ <b>Final Reimbursement amount is RM100</b>	

12. Eligible Customers must submit the claim for Reimbursement via email to

- [cimbpreferred.callcentre@cimb.com](mailto:cimbpreferred.callcentre@cimb.com) for Preferred customer
- [cru@cimb.com](mailto:cru@cimb.com) for non-Preferred customer

within 3 working days of the transaction being performed and must satisfy the following:

- Submission of snapshot(s)/picture taken within 1 hour from the time the transaction is performed via CIMB displaying in detail the following information:
  - Foreign Exchange rate of the transacted currency must be indicated clearly; and
  - Entity logo clearly shown; and
  - Date and time snapshots captured; and
  - Date and time rate last updated (website only); and
  - URL of the Website (website only)
- Submission of picture/ scan copy of CIMB Remittance Application Form displaying in detail the following information
  - Date and time
  - Transacted amount (MYR equivalent)
  - Exchange rate of the transacted currency
- All snapshot must be accompanied by the following details:
  - Full Name; and
  - Last 4 digit of transacted account with CIMB; and
  - Contact number; and
  - Indicate email subject matter: **CIMB-Guaranteed Hot FX Rates Reimbursement**

13. The claim for Reimbursement submitted under this Campaign are subject to a maximum cap of RM 100.00 per customer per day.
14. Total of RM200,000 (“Reimbursement Limit”) will be reimbursed to Eligible Customers on a first come first serve basis. Once the Reimbursement Limit has been met, CIMB shall give notice to the Eligible Customers through any one of the means of communication stated in Clause 25.
15. CIMB will review and process valid claim within 60 calendar days from the time of receipt of claim by CIMB at email address [cimbpreferred.callcentre@cimb.com](mailto:cimbpreferred.callcentre@cimb.com) or [cru@cimb.com](mailto:cru@cimb.com) provided all required information and documents (as defined in Clause 12) are duly submitted.
16. All snapshots and submitted evidence are subjected to verification by CIMB.
17. CIMB will not accept snapshot or other submitted evidence that cannot be independently confirmed by CIMB.
18. Eligible Customers who have successfully submitted a valid claim for Reimbursement will be notified via email and the Reimbursement amount will be credited into their deposit account used for the transaction within 60 days from the time of receipt of claim by CIMB (as defined in Clause 15).

#### General Terms and Conditions

19. By participating in this Campaign, the 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](http://www.cimbbank.com.my) or [www.cimbislamic.com.my](http://www.cimbislamic.com.my) and agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign shall be final, binding and conclusive.
20. The Eligible Customers’ outward telegraphic transfer (i) MUST not be in breach of the terms and conditions governing the outward telegraphic transfer 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 otherwise the Eligible Customer(s) will be disqualified from participating in this Campaign and/or the Guaranteed Hot FX Rates will not apply.
21. CIMB reserves the right at its sole discretion to disqualify any 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.
22. CIMB reserves the right to substitute the reimbursement 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 Customers. 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 Customers or any other persons whatsoever to any

claim or compensation against CIMB for any losses or damages suffered or incurred by the Eligible Customers as a direct or indirect result of the act of extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign.

23. By participating in this Campaign, the Eligible Customers hereby agree that CIMB shall not in any manner whatsoever be liable or held responsible to the 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.
24. CIMB shall not be liable to any 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 Campaign including arising from any non-receipt or delayed receipt by the Eligible Customers of the Short Message Service ("**SMS**") unless the same shall arise from and are caused directly by CIMB's gross negligence or wilful default.
25. 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 Bank in the notification. Eligible Customers 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.
26. No compensation in cash or any kind shall be given to the Eligible Customers for any losses or damages suffered or incurred by the Eligible Customers as a direct or an indirect result of such amendment, variation, deletion, addition or alteration of the Terms and Conditions herein.
27. These Terms and Conditions (as amended from time to time pursuant to Clause –25) 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 outward telegraphic transfer which shall apply in addition to the Terms and Conditions herein.
28. 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.

29. 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 outward telegraphic transfer has been selected by the Eligible Customers to govern the operation of the Eligible Customers' use of outward telegraphic transfer, then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
30. For feedbacks and/or complaints related to this Campaign, the Eligible Customers may contact CIMB's Customer Resolution Unit bearing the following address, telephone and email (or bearing such other address, telephone and email which CIMB may change by notification to the Eligible Customers): 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 / [cru@cimb.com](mailto:cru@cimb.com).
31. 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