

TERMS AND CONDITIONS**CIMB PREFERRED 2022 MESRA PRESTIGE CAMPAIGN****The Campaign**

1. The “**CIMB Preferred 2022 Mesra Prestige Campaign**” (“**Campaign**”) is jointly organized by CIMB Bank Berhad [Registration No: 197201001799 (13491-P)] (“**CIMB Bank**”), CIMB Islamic Bank Berhad [Registration No: 200401032872 (671380-H)] (“**CIMB Islamic**”) and PETRONAS Dagangan Berhad [Registration No: 198201008499 (88222-D)] (“**PDB**”). CIMB Bank and/or CIMB Islamic shall herein collectively be referred to as (“**CIMB**”).
2. This Campaign shall run from **1 April 2022 to 30 September 2022, both dates inclusive** (“**Campaign Period**”).
3. CIMB reserves the right to change the duration and/or the commencement and/or expiry dates of the Campaign Period by giving fourteen (14) calendar days’ prior notice.

Eligibility

4. This Campaign is open to the first two hundred (200) Mesra Prestige club members who become new CIMB Preferred individual customers (“**Eligible Customer(s)**”) during the Campaign Period.
5. In relation to Preferred CASA/-i joint accounts, only the first named account holder i.e. the primary account holder shall be eligible to participate in this Campaign (“**Primary Accountholder**”). For the purpose of this Campaign, joint accountholder(s) other than the Primary Accountholder will not be eligible to participate in this Campaign.
6. Notwithstanding Clause 4, the following persons/entities shall NOT be eligible to participate in this Campaign:
 - i) Permanent, temporary and/or contract staff or employees of CIMB Bank, CIMB Investment Bank Berhad, and/or CIMB Islamic (including its subsidiaries and related companies); and/or
 - ii) Sole-proprietorships, Partnerships, Charitable/Non-profit Organizations/Societies, Corporate and Commercial Customers; and/or
 - iii) Individuals below the age of 18 years; and/or
 - iv) US person as defined below (applicable to Conventional Unit Trust Fund / Shariah Compliant Unit Trust Fund or any other product(s) as it may be):
 - a. Any citizen or resident of the United States of America including any person with a United States of America domicile; or
 - b. Any person with a United States of America account mailing address; or
 - c. Any person holding a United States of America Green Card; or
 - d. Any person who meets the “substantial presence test”, that is one who is present in the United States of America for at least 183 calendar days by counting all the days (at least 31) in the current year, 1/3 of the days in the immediately preceding year, and 1/6 of the days in the second preceding year; or
 - e. Any person defined as a US Person for United States of America Tax purposes.
 - v) CIMB accountholders with no valid mobile number registered in CIMB’s record; and/or
 - vi) Selected CIMB accountholders who have been offered to participate in other CIMB campaign(s).

TERMS AND CONDITIONS**CIMB PREFERRED 2022 MESRA PRESTIGE CAMPAIGN****Campaign Offer**

7. The Eligible Customer(s) may qualify for this Campaign if they fulfil the Qualifying Criteria set out in Table 1 below:

Table 1

<u>Preferred Criteria</u>	<u>Other Mandatory Requirement(s)</u>
<u>Asset Under Management (AUM) requirement of at least RM250,000.00</u>	<ul style="list-style-type: none">• <u>Must have individual Deposits / Loans / Financing / Investments (excluding Credit Card/-i) account(s) with CIMB (“Eligible Product(s)”); and</u>• <u>To show proof of Mesra Prestige membership.</u>

Important Notes:

Total Asset Under Management (AUM) = Total Deposits + Total Net Investment + Net Sun Invest
(Primary Accountholder only)

8. CIMB’s determination as to who constitutes an Eligible Customer(s) and who has met the Qualifying Criteria for the purposes of these Terms and Conditions shall be deemed conclusive and shall not be challenged in any manner whatsoever.

Gift Prizes

9. The CIMB Preferred laptop backpack (“**Gift**”) will be given to the Eligible Customer(s) of this Campaign who fulfil the Qualifying Criteria as set out in Table 1 above.
10. Each Eligible Customer shall only be entitled to receive one (1) Gift under this Campaign. For Preferred CASA/-i joint accounts, the Primary Accountholder will be deemed as the Eligible Customer for the account.
11. The Gift is non-transferrable and will only be awarded to the Eligible Customer(s) as determined by CIMB. The Gift is provided as is and cannot be exchanged or substituted at the Eligible Customer(s)’ request.
12. The following terms and conditions shall apply for the Gift:
- (a) Images of the Gift shown in any marketing and/or advertisement collateral are for visual purposes only and the colour/ design may vary from the actual Gift received.
 - (b) The Eligible Customer(s) are not allowed to choose or change the colour or model of the Gift.
 - (c) To the extent permitted by law, CIMB disclaims any representations, warranties or endorsement, implied or express, written or oral, of the Gift.

TERMS AND CONDITIONS**CIMB PREFERRED 2022 MESRA PRESTIGE CAMPAIGN**

- (d) CIMB shall not be liable for any loss or damage (including but not limited to loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third party) in connection with the Gift.
 - (e) All risks, loss or damage associated with the use of the Gift shall be assumed by the Eligible Customer(s) upon receipt of the Gift.
 - (f) The Eligible Customer(s) acknowledge and accept that the Gift has not been certified by CIMB and therefore the inclusion of the Gift shall not be construed as an endorsement or recommendation of the same by CIMB.
 - (g) The Eligible Customer(s) shall be solely responsible for the following as a result of receipt of the Gift:
 - (i) any tax filing obligation or any tax payment due to any authority; and
 - (ii) to seek independent advice on the possible implications on his/her own financial situation.
 - (h) The Eligible Customer(s) shall ensure that their telephone number and/or email address and/or mailing address provided are current and updated with CIMB.
 - (i) The notification and/or delivery of the Gift by CIMB will be based on the Eligible Customer(s)' telephone number and mailing address in Malaysia maintained with CIMB.
 - (j) The delivery of the Gift is only valid for mailing addresses that are based within Malaysia, and will not be valid for mailing address that is based outside Malaysia and P.O. Box address.
 - (k) The Gift will be delivered by Tri-E Marketing Sdn Bhd within eleven (11) weeks after each month end during the Campaign Period.
 - (l) CIMB shall not be responsible to the Eligible Customer(s) for any loss (including loss of opportunity and consequential loss flowing therefrom) suffered or for any failure to fulfil the delivery of the Gift in the event the Eligible Customer(s)' telephone number and/or mailing address in CIMB's record is not current or correct.
13. (a) By participating in the Campaign, the Eligible Customer(s) authorises CIMB to publish and/or display materials and/or information, including but not limited to the name, photos and city of residence of the Eligible Customer(s) without compensation for advertising and publicity purposes in the manner it deems appropriate ("**Publication Rights**").
- (b) If the Eligible Customer(s) objects to CIMB's Publication Rights after participating in the Campaign, CIMB shall have the right to forfeit the Gift and select another Eligible Customer(s).

TERMS AND CONDITIONS**CIMB PREFERRED 2022 MESRA PRESTIGE CAMPAIGN**

14. (a) The Eligible Customer(s) is solely responsible to ensure his/her phone number and/or email address and/or mailing address (“**Contact Details**”) given to CIMB is/are current and updated.
- (b) CIMB shall have the right to forfeit the Gift if the Eligible Customer(s)’ Contact Details maintained in the CIMB’s record are invalid and/or not updated.
- (c) CIMB shall not be responsible to the Eligible Customer(s) for any loss (including loss of opportunity and consequential loss arising therefrom) and damage suffered or incurred if the Contact Details maintained in CIMB’s record are not current or correct.

General Terms and Conditions

15. The Eligible Customer(s) agree that by participating in this Campaign, they:
- a) have accessed, read and confirm their agreement to these Terms and Conditions;
 - b) give consent to CIMB processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice at www.cimb.com.my;
 - c) agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Gift, to be given away and determination of the first two hundred (200) Eligible Customers to receive the Gifts, shall be final, binding, and conclusive; and
 - d) agree that CIMB shall not be liable or held responsible to the Eligible Customer(s) if CIMB is unable to perform in whole or in part of any of its obligations in these Terms and Conditions attributable directly or indirectly to:
 - (i) the failure of any mechanical or electronic device, data processing system or transmission line;
 - (ii) electrical failure;
 - (iii) industrial dispute, war, strike or riot;
 - (iv) any act of God beyond CIMB 's control; or
 - (v) any factor in a nature of a force majeure which is beyond CIMB’s reasonable control.
16. The Eligible Customer(s) will be disqualified from participating in the Campaign and/or the Gift will be forfeited if, during the Campaign Period and/or before the delivery of the Gift:
- a) The Eligible Customer(s) are in breach of the terms and conditions governing the CIMB Preferred membership (“**CPM**”) and/or signed up Eligible Product(s);
 - b) The CPM and/or signed up Eligible Product(s) is terminated or closed or be made subject to any attachment, adverse orders made by the Court or any authorities sanctioned by laws; or
 - c) The CPM and/or signed up Eligible Product(s) is delinquent, invalid or cancelled by the Eligible Customer(s) or CIMB.
17. CIMB shall have the right to disqualify any Eligible Customer(s) that it determines to be:
- a) tampering with the participation/application process; and/or

TERMS AND CONDITIONS**CIMB PREFERRED 2022 MESRA PRESTIGE CAMPAIGN**

b) acting in breach of these Terms and Conditions.

18. CIMB shall have the right to:

- a) substitute the Gift with other item(s) of similar value; and/or
- b) extend, shorten, discontinue, cancel, terminate or suspend the Campaign

by giving fourteen (14) calendar days' prior notice to the Eligible Customer(s) via:

- (i) announcement at CIMB's website; and/or
- (ii) notice at CIMB's branches; and/or
- (iii) by any other means of notification which CIMB may select.

19. For avoidance of doubt, PDB and CIMB shall not be liable to any Eligible Customer(s) for any losses, damages, cost or expenses as may be suffered or incurred by the Eligible Customer(s) as a direct or indirect result of any Gift substitution and/or any cancellation, suspension, shortening or extension of the Campaign.

20. PDB and CIMB shall not be liable to any Eligible Customer(s) or any party for any loss or damage (including but not limited to, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages) resulting from the Eligible Customer(s)' participation or non-participation in the Campaign unless such loss or damage arises from and is caused directly by PDB and CIMB's gross negligence or willful default.

21. (a) CIMB shall have right to vary, add, delete, or amend any of these Terms and Conditions ("**Amendment**") by giving twenty-one (21) calendar days' prior notice to the Eligible Customer(s) via:

- (i) announcement at CIMB's website; and/or
- (ii) notice at CIMB's branches; and/or
- (iii) advertisement in one newspaper of CIMB's choice; and/or
- (iv) by any other means of notification which CIMB may select.

(b) The Amendment shall be considered as binding on the Eligible Customer(s) from the date as specified by CIMB in the notification.

(c) Eligible Customer(s) 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 variation to these Terms and Conditions.

22. PDB and CIMB will not be liable to the Eligible Customer(s) for any loss or damage suffered or incurred by the Eligible Customer(s) as a direct or an indirect result of the Amendment.

23. The Eligible Customer shall fully indemnify and keep PDB and CIMB indemnified against any fee, cost, charge, expense, loss, damage or liability which PDB and CIMB may incur as a result of:

TERMS AND CONDITIONS**CIMB PREFERRED 2022 MESRA PRESTIGE CAMPAIGN**

- a) the Eligible Customer(s)' participation in the Campaign; and/or
- b) the Eligible Customer(s)' receipt, redemption or use of the Gift.

24. These Terms and Conditions:

- a) shall prevail over any provisions or representations contained in any other materials advertising the Campaign; and
- b) are to be read together with the prevailing terms and conditions of the CPM which shall apply in addition to these Terms and Conditions.

25. These Terms and Conditions shall be subject to any prevailing laws, regulations and guidelines, directives, notices issued by Bank Negara Malaysia or any other body having supervisory authority over CIMB from time to time.

26. (a) Eligible Customer(s) may contact CIMB's Customer Resolution Unit ("**CRU**") for any feedback and/or complaint in relation to this Campaign via letter, phone call and email:

Address: Customer Resolution Unit, P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan

Telephone No: 603 6204 7788

Email: cru@cimb.com

(b) CIMB may change the above contact details by notifying the Eligible Customer(s) by way of announcement at CIMB's website or by any other means of notification which CIMB may select.