

**TERMS AND CONDITIONS****GOVERNING CIMB PREFERRED 2023 REFERRAL CAMPAIGN****The Campaign**

1. The “**CIMB Preferred 2023 Referral Program**” (“**Campaign**”) is jointly organized by CIMB Bank Berhad [Registration No: 197201001799 (13491-P)] (“**CIMB Bank**”) and CIMB Islamic Bank Berhad [Registration No: 200401032872 (671380-H)] (“**CIMB Islamic**”). CIMB Bank and/or CIMB Islamic shall herein collectively be referred to as (“**CIMB**”).
2. This Campaign shall run from **1 March 2023 to 31 August 2023, 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 all Existing and New CIMB customers (“**Eligible Customer(s)**”).
5. 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; and/or
  - 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).
6. In relation to 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.

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7. To participate in this campaign, the Eligible Customer(s) (“**Referrer**”) shall refer and provide the name(s) and contact number(s) of New to CIMB friend(s) or family member(s) (“**Referee**”) to CIMB within the Campaign Period whereby the Referrer must comply with the following: -
  - (i) completing the CIMB Preferred 2023 Referral Program referral form (“**Referral Form**”) that is made available at [www.cimbpreferred.com](http://www.cimbpreferred.com) or obtain it from Relationship Manager or Client Financial Service Manager ; and submit it via website or returning it to any of CIMB’s Relationship Manager or Client Financial Service Manager no later than 31<sup>st</sup> August 2023; and
  - (ii) obtaining the consent of the Referee to disclose particulars of the Referee including the Referee’s name and contact number to CIMB for CIMB to contact them. In this respect, the Referrer hereby consents to CIMB disclosing the Referrer’s name upon the Referee’s successful signing up for the CIMB Preferred Status with CIMB.
8. The Referrer upon satisfying Clause 7 (i) and (ii) above and upon successful referral of the Referee shall be rewarded with the Cash Reward stated in Clause 14 below.
9. For the purposes of this Campaign, Successful Referral shall mean the following:
  - i. Referee must be New to Bank who do not have any existing relationship with CIMB prior 6 months joining CIMB as New to Preferred
  - ii. The Referee successfully becomes a CIMB Preferred by depositing and/or investing a minimum aggregate total Deposit and/or Investment of **RM250,000.00 (“Deposit”)** in any deposit account(s) and/or invested in any investment product(s) (“Participating Product(s)”); *the selected Participating Product(s) and the eligibility criteria can be viewed at the Bank’s website at [www.cimbpreferred.com.my](http://www.cimbpreferred.com.my)* of CIMB under the Referee’s sole or joint account where the Referee is the primary account holder during the Campaign Period; AND
  - iii. The Referee must maintain the minimum aggregate total Deposit of RM250,000 at all times for a minimum of one (1) month from the month onboarding/tagged as CIMB Preferred
10. The Deposit made by the Referee in clause 9 shall comprise of funds deposited with CIMB during the Campaign Period.
11. Subject to clause 9 above, the Deposit made by way of cheques are subject to clearance and shall only be considered as deposits for the purposes of this Campaign after the cheques are paid or cleared.
12. Deposit in Participating CIMB Current Account(s)/ Current Account-i(s) and/or Savings Account(s)/ Savings Account-i(s) are eligible for protection by PIDM.
13. If at any time within the Campaign Period, two (2) Referrers refer the same Referee, the first Referrer who fulfills the requirement in Clause 7 and upon the Successful Referral in Clause 9 shall be entitled to the Cash Reward in Clause 14.

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14. Subject to terms and conditions stated herein, the Referrer will be rewarded with **RM500.00** for each successful (“New to CIMB”) referral (“Cash Reward”) with additional one off **RM1000.00** kicker bonus for 5 or more than 5 successful referrals. The Cash Rewards is capped at RM 285,500 on a first-come-first-serve upon tagged as CIMB Preferred.
15. Cash Reward is not transferrable whether in part or in full. CIMB shall not entertain any request from any of the Eligible Customer(s) or any other persons whomsoever to give away or change the Cash Reward to any third party.
16. All information provided by the Eligible Customer(s) in relation to or for the purpose of the Campaign must be true, accurate, current and complete. The Eligible Customer(s) who have failed to adhere to this requirement will be immediately disqualified from this Campaign and will not be entitled for the Cash Reward.
17. The Cash Reward will be credited to the Eligible Customer(s)’ active Preferred Saving Account -i or Preferred Current Account / Preferred Current Account -i (if any) or Saving Account/-i or Current Account/-i in CIMB records within twelve to sixteen (12-16) weeks after the end of Campaign Period. The Eligible Customer(s) will be notified by CIMB via short message service (“SMS”) after the successful crediting of the Cash Reward.
18. The Cash Reward will be credited into the Eligible Customer(s)’ Preferred Saving Account -i or Preferred Current Account / Preferred Current Account -i (if any) or Saving Account/-i or Current Account/-i that is in good standing. Should the Eligible Customer(s) hold both Preferred Saving Account -i or Preferred Current Account / Preferred Current Account -i, and Saving Account/-i or Current Account/-i the Cash Reward will be credited Preferred Saving Account –i / Preferred Current Account /-i.
19. At the time of crediting the Cash Reward to the Preferred Saving Account - or Preferred Current Account / Preferred Current Account -i, the Preferred Saving Account -i or Preferred Current Account / Preferred Current Account -i MUST be in good standing and MUST NOT be in breach of any of the terms and conditions of CIMB Current Account/CIMB Current Account-i or CIMB Savings Account-i Agreement, and/or be invalid or cancelled within CIMB’s definition, otherwise, the Cash Reward will be forfeited.
20. CIMB will not entertain any request from the Eligible Customer(s) to credit the Cash Reward to other accounts belonging to the Eligible Customer(s).
21. It shall be the Eligible Customer(s)’ sole responsibility to ensure their phone numbers and/or email addresses and/or mailing addresses (“**Contact Details**”) provided to CIMB are current and updated with CIMB in the event if any changes being made to the same by them. CIMB reserves the right to forfeit the Cash Reward 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.
22. All risks, loss or damage associated with the redemption or use of the Cash Reward shall be assumed by the Eligible Customer(s).

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23. The Eligible Customer(s) shall be solely responsible for the following as a result of receipt of the Cash Reward.

- (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.

**General Terms and Conditions**

24. The Eligible Customer(s) agrees that by participating in this Campaign, they:

- a) has accessed, read and confirm their agreement to these Terms and Conditions;
- b) consents to CIMB processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice at [www.cimb.com.my](http://www.cimb.com.my);
- c) agrees that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Cash Reward to be given away and determination of the Eligible Customer(s), shall be final, binding and conclusive; and
- d) agrees 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.

23. The Eligible Customer(s) will be disqualified from participating in this Campaign and/or the Cash Reward will be forfeited if, during the Campaign Period and/or before the crediting/delivery of the Cash Reward:

- a) The Eligible Customer(s) is in breach of the terms and conditions governing the Participating Product(s);
- b) The Participating 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 Participating Product(s) is delinquent, invalid or cancelled by the Eligible Customer(s) or CIMB.

24. CIMB shall have the right to disqualify any Eligible Customer(s) that it determines to be:

- a) tampering with the entry process; and/or
- b) acting in breach of these Terms and Conditions.

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25. CIMB shall have the right to:

- a) substitute the Cash Reward with other item(s) of similar cost; and/or
- b) extend, shorten, discontinue, cancel, terminate or suspend this 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.

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

26. 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:

- a) The Eligible Customer(s)' participation or non-participation in this Campaign; and/or
- b) Any non-receipt or delayed receipt by the Eligible Customer(s) of the SMS

unless such loss or damage arises from and is caused directly by CIMB's gross negligence or willful default.

27. 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) agrees to access CIMB's website at regular intervals to view the terms and conditions of this Campaign and to ensure that they are kept up-to date with any variation to these Terms and Conditions.

28. 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.

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

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

30. These Terms and Conditions:

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

31. 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.

32. CIMB will not be responsible for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected application of the Participating Product(s) and/or the Referral Form and/or any related correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise unless the same is caused directly by CIMB's gross negligence or willful default.

33. 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: P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan  
Telephone No: 603 6204 7788  
Email: [cru@cimb.com](mailto: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.