

Terms and Conditions
CIMB Preferred Visa Infinite 8X Bonus Points on Dining and Overseas Spend Campaign

- (1) The **CIMB Preferred Visa Infinite 8X Bonus Points on Dining and Overseas Spend Campaign** (“**this Campaign**”) is organised by CIMB Bank Berhad [Registration No: 197201001799 (13491-P)] (“**CIMB**”).

The Campaign Period

- (2) This Campaign shall run from 1 March 2022 to 28 February 2023, (both dates inclusive) (“**the 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

- (4) This Campaign is open to all CIMB principal and supplementary credit cardholders who hold and spend with CIMB Preferred Visa Infinite Credit Card (“**Eligible Card**”) issued by CIMB in Malaysia during the Campaign Period and the Principal Cardholder is required to maintain a minimum aggregated total Deposit and/or Investment of Ringgit Malaysia Two Hundred and Fifty Thousand (RM250,000) at all times or such other amount as CIMB may determine from time to time deposited in any deposit account(s) of CIMB and/or CIMB Islamic Bank Berhad [Registration No: 200401032872 (671380-H)] (“**CIMB Islamic**”) and/or invested in any investment product(s) of CIMB and/or CIMB Islamic under the Principal Cardholder’s sole or joint account where the Principal Cardholder is the primary account holder (hereinafter referred to as “**the Eligible Participant(s)**”).

Campaign Mechanics and Conditions

- (5) “**Bonus Points**” refers to points awarded to the Eligible Participant for Eligible Transaction(s) charged to the Eligible Card.
- (6) “**Eligible Transaction(s)**” shall mean purchase transactions for goods and/or services including online purchases for goods and services. For the avoidance of doubt, the following transactions are expressly excluded and shall not be treated as Eligible Transaction(s):
- a) Cash advance/withdrawal/deposit transactions;
 - b) Quasi Cash transactions – (example: betting and/or gaming transactions);
 - c) Monthly instalments under any instalment payment facility provided by CIMB;
 - d) Standing instructions/ auto-payment service;
 - e) Transactions for payments made towards insurance premiums and/or Takaful contributions of any kind whatsoever;
 - f) Spending transactions which are subsequently cancelled or refunded, disputed, unauthorised or fraudulent transactions;
 - g) Payment of the annual fees, delivery charges, cash payments, card replacement fee, dispute charges, fraud charges, interest/finance charges, cash advance fees, processing fees, or any other kind of fees and/or penalties whether imposed by CIMB or otherwise;
 - h) Instalment payment plan transactions;

- i) Recurring payment transactions;
- j) Transactions made in the country which is a member of the European Economic Community (EEC) or European Union (EU).

Any determination by CIMB as to what constitutes an Eligible Transaction(s) shall be conclusive and shall not be challenged in any manner whatsoever unless the same appears as grossly unfair or unjust.

- (7) The Bonus Points earned in respect of Overseas Eligible Transaction(s) will be calculated based on the Ringgit Malaysia (RM) equivalent of the transacted sum which will be converted at the prevailing exchange rate determined by CIMB at its absolute discretion.
- (8) “**Dining**” refers to retail transactions with Merchant Category Code (MCC) 0743, 0744, 5811, 5812, 5813, 5814, 5921.
- (9) “**Overseas**” refers to retail transactions made in currency other than Ringgit Malaysia (RM) or falls under Dynamic Currency Conversion (DCC).

Eligible Transaction(s) in clause (8) and (9) are collectively known as “**Eligible Category Spend**”

(10) No registration is required to participate in this Campaign.

(11) No minimum spend is required to participate in this Campaign.

(12) Eligible Transaction(s) are calculated on the total consolidated (principal and supplementary/ies) Eligible Participant’s spending under their Eligible Cards. If the Eligible Participant has multiple credit cards, the Eligible Transaction(s) made on all Eligible Cards by the principal and supplementary credit cardholders shall be consolidated and not be viewed individually for this Campaign Bonus Points fulfilment.

(13) CIMB shall not be held responsible or liable for any delay in the posting of the Eligible Transaction(s) to the Eligible Participants’ Eligible Card 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 error and/or delay in the transmission of evidence of Eligible Transaction(s) and/or posting of the Eligible Transaction(s) to the Eligible Participants’ Eligible Cards by Visa, merchant establishments or any other party unless the same is due to the gross negligence or default of CIMB.

(14) All Eligible Transaction(s) will be automatically tracked by CIMB for the purpose of meeting the spend criteria of the Eligible Participant(s). The tracking of the Eligible Transaction(s) is based on the transaction dates and/or time (Malaysian Time) as captured by CIMB transaction records during the Campaign Period. Any determination by CIMB as to what constitutes Eligible Transaction(s) shall be conclusive and shall not be challenged in any manner whatsoever unless the same appears as grossly unfair or unjust.

Campaign Bonus Points and Fulfillment Criteria Process

(15) Eligible Participant(s) shall earn one (1) Bonus Point for every Ringgit Malaysia One (RM1) non-Overseas spend and two (2) Bonus Points for every Ringgit Malaysia One (RM1) Overseas spend charged to the Eligible Card (“**Base Bonus Points**”). The Base Bonus Points are as stated in the

Member Rewards Programme Terms and Conditions available on <https://rewards.cimbbank.com.my>. The Base Bonus Points will be credited to the Eligible Card account within the same statement as the Eligible Transaction(s) is made.

(16) Eligible Participant(s) who meet the condition in clause (4) and perform Eligible Category Spend shall earn an additional seven (7) Bonus Points for every Ringgit Malaysia One (RM1) spending on Dining and an additional six (6) Bonus Points for every Ringgit Malaysia One (RM1) spending on Overseas charged to the Eligible Card and reflected in the statement during the Fulfilment Period (“**Additional Bonus Points**”). The “**Campaign Bonus Points**” is defined as the total of Base Bonus Points and Additional Bonus Points earned for Eligible Category Spend transacted during Campaign Period.

(17) The Additional Bonus Points will be credited into the Eligible Card account within twelve (12) weeks from the first day of the following month after each qualifying quarter as per schedule set out in Table A below:

Table A

Eligible Category Spend during Qualifying Quarter	Crediting of Additional Bonus Points into Eligible Card Account (Fulfilment Period)
1 March 2022 to 31 May 2022	Within 12 weeks from 1 June 2022
1 June 2022 to 31 August 2022	Within 12 weeks from 1 September 2022
1 September 2022 to 30 November 2022	Within 12 weeks from 1 December 2022
1 December 2022 to 28 February 2023	Within 12 weeks from 1 March 2023

Example 1:

Mr. Wong spent RM1,000 in Dining and RM2,500 in Overseas with the Eligible Card on 9 March 2022 and he met the condition under clause (4) and clause (6), in the month of March 2022.

In Mr. Wong’s credit card statement for the month of March 2022, he will receive 6,000 Base Bonus Points:

Dining: $RM1,000 \times 1 = 1,000$ Bonus Points

Overseas: $RM2,500 \times 2 = 5,000$ Bonus Points

Total Base Bonus Points earned = $1,000 + 5,000 = 6,000$ Bonus Points

Mr. Wong will receive the Additional Bonus Points of 22,000 in his credit card statement during the Fulfilment Period:

Dining: $RM1,000 \times 7 = 7,000$ Bonus Points

Overseas: $RM2,500 \times 6 = 15,000$ Bonus Points

Total Additional Bonus Points earned = $7,000 + 15,000 = 22,000$ Bonus Points

Therefore, Mr. Wong is entitled to a total of 28,000 Campaign Bonus Points.

Example 2:

Mr. Wong spent RM1,000 in Dining and RM2,500 in Overseas with the Eligible Card on 9 March 2022 and he did not meet the condition in clause (4) and/or clause (6), in the month of March 2022.

In Mr. Wong’s credit card statement for the month of March 2022, he will receive 6,000 Base Bonus Points:

Dining: RM1,000 x 1 = 1,000 Bonus Points

Overseas: RM2,500 x 2 = 5,000 Bonus Points

Total Base Bonus Points earned = 1,000 + 5,000 = 6,000 Bonus Points

Mr. Wong will not receive any Additional Bonus Points.

Therefore, Mr. Wong is entitled to a total of 6,000 Campaign Bonus Points.

If Mr. Wong meets the condition in clause (4) and/or clause (6) in the subsequent month(s), he will be entitled for the Additional Bonus Points earned on Eligible Category Spend made on the subsequent month(s) respectively during the Campaign Period.

- (18) Any determination by CIMB on the computation and the amount of the Additional Bonus Points shall be conclusive and shall not be challenged by the Eligible Participants in any manner whatsoever, save for manifest error. The Additional Bonus Points cannot be exchanged for a different prize or reward of similar value or any other alternatives in any circumstances.
- (19) At the time of the fulfilment of the Additional Bonus Points to the Eligible Participants, the Eligible Card account(s) of the Eligible Participants MUST NOT be delinquent, and/or be invalid or cancelled within CIMB's definition, otherwise the Eligible Participant will be disqualified from participating or from receiving the Additional Bonus Points.
- (20) The Eligible Participants who are entitled to receive the Additional Bonus Points shall be able to view the Additional Bonus Points amount in the Eligible Participant's subsequent credit card monthly statement after the crediting of the Additional Bonus Points has been performed by CIMB.
- (21) The 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 by CIMB will be based on the Eligible Participants' telephone number and/or email address and/or mailing address in Malaysia maintained with CIMB.
- (22) CIMB will not entertain any complaint(s) whatsoever in connection with the Additional Bonus Points and shall not be responsible or held liable in any manner whatsoever in respect of any technical failures or any kind of, intervention, interruptions and/ or electronic or human error in administration and/or processing of the transaction performed via the Eligible Card(s) unless the same is due to the gross negligence or wilful default of CIMB.
- (23) CIMB accepts no responsibility for any tax implications that may arise from the Additional Bonus Points or the use thereof. Any tax filing obligation or any tax payment due to any authority as a result of receipt of the Additional Bonus Points remains the sole responsibility of the Eligible Participants. It is the responsibility of each Eligible Participant to seek independent advice on the possible implications this may have on his/her own financial situation.

General Terms and Conditions

- (24) The Eligible Participant(s) agree that by participating in the Campaign, they:
- have accessed, read and confirm their agreement to these Terms and Conditions;
 - 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 Additional Bonus Points to be given away and determination of the winners, shall be final, binding and conclusive; and
- d) agree that CIMB shall not be liable or held responsible to the Eligible Participant(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.

(25)The Eligible Participant(s) will be disqualified from participating in the Campaign and/or the Additional Bonus Points will be forfeited if, during the Campaign Period and/or before the crediting of the Additional Bonus Points:

- a) The Eligible Participant(s) are in breach of the terms and conditions governing the Eligible Card(s);
- b) The Eligible Card(s) is/are 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 Eligible Card(s) is/are delinquent, invalid or cancelled by the Eligible Participant(s) or CIMB.

(26)CIMB shall have the right to disqualify any Eligible Participants that it determines to be:

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

(27)CIMB shall have the right to:

- a) substitute the Campaign Bonus Points with other item(s) of similar cost; and/or
- b) extend, shorten, discontinue, cancel, terminate or suspend the Campaign.
by giving fourteen (14) calendar days' prior notice to the Eligible Participant(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 Participant(s) for any losses, damages, costs or expenses as may be suffered or incurred by the Eligible Participant(s) as a direct or indirect result of any Campaign Bonus Points and/or any cancellation, suspension, shortening or extension of the Campaign.

(28)CIMB shall not be liable to any Eligible Participant(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 Participant(s) participation or non-participation in the Campaign; and/or
- b) Any non-receipt or delayed receipt by the Eligible Participant(s) of the Short Message Service ("SMS") unless such loss or damage arises from and is caused directly by CIMB's gross negligence or wilful default.

(29)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 Participant(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 Participant(s) from the date as specified by CIMB in the notification.

c) Eligible Participant(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.

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

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

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

(32) 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 Eligible Card(s) which shall apply in addition to these Terms and Conditions.

(33) 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.

(34)a) Eligible Participant(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: CIMB Bank Berhad, Customer Resolution Unit (CRU), 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 Participant(s) by way of announcement at CIMB's website or by any other means of notification which CIMB may select.

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