

## Terms and Conditions CIMB Preferred Visa Infinite Dining Campaign

- (1) The **CIMB Preferred Visa Infinite Dining 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 Preferred and CIMB Private Wealth principal and supplementary credit cardholders who hold and spend with CIMB Preferred Visa Infinite Credit Card (“**Eligible Card**”) issued by CIMB 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) The Eligible Participant(s) shall be entitled for “Preferred Visa Infinite Dining Campaign Bonus” (“**Dining Bonus**”) in the form of Bonus Points with minimum spend of Ringgit Malaysia Five Hundred (RM500) in a single receipt (“**Spend Requirement**”) on Eligible Transaction(s) during the Campaign Period according to his/her status as CIMB Preferred or CIMB Private Wealth members.
- (6) “**Eligible Transaction(s)**” shall mean Dining Retail Spending with Merchant Category Code (MCC) 0743, 0744, 5811, 5812, 5813, 5814, 5921 based on CIMB’s records. For the avoidance of doubt, the following transactions are expressly excluded and shall not be treated as Eligible Transaction(s):
- a) Payment of delivery charges, cash payments, dispute charges, fraud charges or any other fees, charges or penalties whether imposed by CIMB or otherwise;
  - b) Dining Retail Spending transactions which are subsequently cancelled or refunded, disputed, unauthorised or fraudulent transactions; and
  - c) Any Dining Retail Spending transaction 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) No registration is required to participate in this Campaign.
- (8) The Dining Bonus 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.
- (9) 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 Dining Bonus fulfilment.
- (10) 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.
- (11) CIMB shall not be held responsible or liable for any delay in the posting of the Eligible Transactions to the Eligible Participant's 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 and/or posting of the Eligible Transaction(s) to the Eligible Cardholders' Card by Visa, merchant establishments or any other party unless the same is due to the gross negligence or default of CIMB.

#### **Dining Bonus and Fulfillment Criteria Process**

- (12) Eligible Participant(s) who fulfill the Campaign Mechanics and Conditions will receive Dining Bonus subject to the capping of One Hundred Thousand (100,000) Dining Bonus per Eligible Participant per Campaign Month, and a total of Three Hundred and Seventy-Two Million (372,000,000) Bonus Rewards on overall Campaign Dining Bonus Pool (refer to Table 1 and Table 2 collectively). The Dining Bonus will be awarded on a first-come first-served basis, based on transaction date and time of the Eligible Transaction.
- (13) Eligible Participant(s) will be defined as Private Wealth members or Preferred members in accordance to CIMB's Preferred Customer Relationship Rate.

Table 1

<b>Eligible Participants</b>	<b>Dining Bonus per Spend Requirement</b>	<b>Dining Bonus per Campaign Month</b>
Private Wealth Members	100,000 Bonus Points	100,000 Bonus Points
Preferred Members	60,000 Bonus Points	100,000 Bonus Points

Table 2

Campaign Month	Campaign Period	Campaign Dining Bonus Pool	Total Campaign Dining Bonus Pool
1	1 March 2022 – 31 March 2022	31,000,000 Bonus Points per Campaign Month	372,000,000 Bonus Points
2	1 April 2022 – 30 April 2022		
3	1 May 2022 – 31 May 2022		
4	1 June 2022 – 30 June 2022		
5	1 July 2022 – 31 July 2022		
6	1 August 2022 – 31 August 2022		
7	1 September 2022 – 30 September 2022		
8	1 October 2022 – 31 October 2022		
9	1 November 2022 – 30 November 2022		
10	1 December 2022 – 31 December 2022		
11	1 January 2023 – 31 January 2023		
12	1 February 2023 – 28 February 2023		

(14) Dining Bonus will be credited into the Eligible Participants' Card account ("**Card Account**") within twelve (12) weeks from the last day of the month where Eligible Participant meets the Spend Requirement ("**Fulfilment Period**").

(15) At the time of fulfilment of the Dining Bonus to the Eligible Participants, the Card Account of the Eligible Participants MUST NOT be delinquent and/or be invalid and/or cancelled within CIMB's definition, otherwise the Eligible Participants will be disqualified from participating or from receiving the Dining Bonus.

(16) CIMB will not entertain any complaint(s) whatsoever in connection with the Dining Bonus 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 unless the same is due to the gross negligence or wilful default of CIMB.

### General Terms and Conditions

(17) The Eligible Participant(s) agree that by participating in the Campaign, they:

- a) have accessed, read and confirm their agreement to these Terms and Conditions;
- b) consent 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) agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Dining Bonus 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.

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

- a) The Eligible Participant(s) are in breach of the terms and conditions governing the Eligible Card;
- 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.

(19) 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.

(20) CIMB shall have the right to:

- a) substitute the Dining Bonus 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 Dining Bonus and/or any cancellation, suspension, shortening or extension of the Campaign.

(21) 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.

(22)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.

(23) 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.

(24)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 Dining Bonus.

(25)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 which shall apply in addition to these Terms and Conditions.

(26)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.

(27)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](mailto: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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