

TERMS AND CONDITIONS
MERCHANT RENTAL FEE WAIVER CAMPAIGN

ORGANISER

1. The “**MERCHANT RENTAL FEE WAIVER CAMPAIGN**” (“**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 hereinafter collectively be referred to as “**CIMB**” or “**the Bank**”.

CAMPAIGN PERIOD

2. This Campaign shall run from **1 October 2021** to **31 December 2022**, both dates inclusive (“**Campaign Period**”), unless we notify you of any changes.

ELIGIBILITY CRITERIA

3. This Campaign is open to all new and existing customers who:
 - (i) Is a Sole-proprietorship/Partnership/Enterprise Banking/Commercial Banking Customer of the Bank that holds minimum one (1) CIMB Conventional / Islamic Business Current Account hereinafter referred to as “**BCA**” and “**BCA-i**” respectively as a Payroll Account; and
 - (ii) Subscribed to the CIMB@Work Payroll and Banking Solution Package via Letter Offer by processing salary payments to employees’ Conventional/Islamic Current Account or Savings Account, hereinafter referred to as “**CASA/CASA-i**” (excluding Foreign Currency Current Account/Foreign Currency Account-i) via BizChannel@CIMB; and
 - (iii) Perform first (1st) salary payment to employees from the Payroll Account, via BizChannel@CIMB within 6 months of the Letter Offer signed, hereinafter the first (1st) salary payment date referred to as “**CIMB@Work Live Month**” and customer who met the conditions stated in (ii) and (iii) is to be referred as “**CIMB@Work Live Employer(s)**”; and
 - (iv) New merchant signup for Terminal with CIMB settlement account

Customer who met the conditions from (i) to (iv) is referred to as the “**Eligible Participant(s)**” or “**you**”.

4. The following persons are NOT eligible to participate in this Campaign:
 - (i) It has breached of any terms and conditions of such account; and/or
 - (ii) Its account maintained with the Bank has been suspended, terminated or inactive at any time throughout the Campaign Period; and/or
 - (iii) Corporate companies; and/or
 - (iv) Companies that involved in this units/accounts (including but not limited to): Government entities, Investment holding companies, Collection Accounts, Client Accounts, Trustees, Gateway payments, Supplier payments, refund of income tax/Zakat, Remittance services, Registered Money Lenders services, Foreign Exchange services, any religious/student/or any clubs/associations and Student-related accounts.

PARTICIPATION TERMS

5. To participate, Eligible Participant(s) must fulfilling the conditions below:

- (i) Sign up a new merchant Terminal payment acceptance with CIMB settlement account; and/or
- (ii) Debit the salary payment to minimum five (5) employees' CIMB CASA/CASA-i from Payroll Account every month starting from the new merchant sign up month; and
- (iii) Such salary debited from the Payroll Account must be transferred to the employees via BizChannel@CIMB to be eligible for the campaign reward(s). For avoid of doubt, salary debited via cash deposit or cheque shall not entitle the Eligible Participant(s) to the campaign reward(s); and;
- (iv) The minimum amount of each payroll value transacted by companies must be Ringgit Malaysia Seven Hundred ("RM700") and above; and/or
- (v) If the employee has more than one (1) time salary crediting in a month, that employee will be counted as one (1) employee within that particular month; and
- (vi) Maintain minimum Ringgit Malaysia Fifty Thousand ("RM50,000") month end balance, hereinafter referred to as "**MEB**" in any BCA/BCA-i that the Eligible Participant(s) is the primary accountholder every month starting from the new merchant sign up month; and/or
- (vii) If the Eligible Participant(s) have multiple BCA/BCA-i with CIMB, CIMB will use only one (1) BCA/BCA-i with the highest MEB to determine whether the Eligible Participant(s) entitle to any campaign reward(s).

The conditions from (i) to (vii) are hereinafter collectively referred to as the "**Qualifying Criteria**" and Eligible Participant(s) who met the Qualifying Criteria is referred to as the "**Eligible Customer(s)**".

CAMPAIGN MECHANICS

6. The Eligible Customer(s) shall be entitled to merchant rental fee waiver of RM50 every eligible month, hereinafter referred to as "**Campaign Reward(s)**".
7. For avoidance of doubt, the Eligible Customer(s) who subscribed to the CIMB@Work Payroll and Banking Solution Package via Letter Offer and new merchant Terminal payment acceptance with CIMB settlement account concurrently shall be only entitled to the Campaign Reward(s) after the Eligible Customer(s) has been deemed as CIMB@Work Live Employers by CIMB.
8. Eligible Customer(s) shall enjoy the Campaign Reward(s) for maximum twelve (12) months starting from the date of onboarding. For the avoidance of doubt, date of onboarding means the date that the Bank validated and created the account in our system or the first (1st) salary payment debited from Payroll Account (whichever later date).

Below is the illustration on how the Campaign Reward(s) credited:

No	Merchant sign up month	CIMB@Work Live Month	Eligibility	First (1 st) Fulfillment Month	Last Campaign Reward Credited Month
i	1 Oct 2021	31 Jan 2020	Yes	by 31 Dec 2021	by 30 Nov 2022
ii	1 Aug 2021	26 Oct 2021	No	Not Applicable	Not Applicable
iii	1 Oct 2021	26 Oct 2021	Yes	by 31 Dec 2021	by 30 Nov 2022
iv	11 Oct 2021	15 Jan 2022	Yes	by 31 Mar 2022	by 28 Feb 2023

9. Each Eligible Customer(s) are entitled to receive one (1) Campaign Reward for up to twelve (12) months.

10. In the event of the Eligible Customer(s) signed up more than one (1) Terminal during the campaign period, the Eligible Customer(s) will be awarded with only one (1) Campaign Reward for each registered company and the Eligible Customer(s) shall be liable to the rental fee imposed on the additional Terminal.
11. CIMB will credit the Campaign Reward(s) to the Eligible Customer's designated merchant account no later than Hundred and Twenty days (120) once the eligible customer(s) met the Qualifying Criteria, hereinafter referred to as "**Fulfilment Month**".
12. Any benefits offered by the Bank to you is solely based on the Bank's discretion.
13. In the event the Qualifying Criteria are not met in any month during the twelve (12) period starting from the date of onboarding, the Eligible Customer(s) shall not receive any Campaign Reward for that particular month.
14. At the time when CIMB waive the rental amount, the Eligible Customer(s)' **MUST NOT** be delinquent, and/or invalid, dormant, closed or cancelled, otherwise the Eligible Customer(s) will be disqualified from participating in this Campaign and will not be entitled to receive the reward under this Campaign.
15. CIMB will not entertain any request from any Eligible Customer(s) or any other person to credit the Campaign Reward(s) to the Eligible Customer(s)' other accounts or third party's accounts, whether or not held at CIMB or any other Banks.
16. The Eligible Participant(s) and Eligible Customer(s) shall be solely responsible for the following as a result of receipt of the Campaign Reward(s):
 - (a) any tax filing obligation or any tax payment due to any authority; and
 - (b) to seek independent advice on the possible implications on his/her own financial situation.

GENERAL TERMS AND CONDITIONS

17. The Eligible Participant(s) and Eligible Customer(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
 - (c) agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Campaign Reward(s) to be given away and determination of the Eligible Customer(s), shall be final, binding and conclusive; and
 - (d) agree that CIMB shall not be liable or held responsible to the Eligible Participant(s) and 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.

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

- (a) The Eligible Participant(s) and Eligible Customer(s) are in breach of the Merchant Agreement for the Terminal payment acceptance, the terms and conditions of CIMB@Work Payroll and Banking Solution Package and/or the terms and conditions governing BizChannel@CIMB and/or BCA/BCA- i; or
- (b) The Merchant Agreement for Terminal payment acceptance, the CIMB@Work Payroll and Banking Solution Package, the BizChannel@CIMB and/or BCA/BCA- i 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 Terminal payment acceptance service, the CIMB@Work Payroll and Banking Solution Package, the BizChannel@CIMB and/or BCA/BCA- i is delinquent, invalid or cancelled by the Eligible Participant(s) and Eligible Customer(s) or CIMB.

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

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

20. CIMB shall have the right to:

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

by giving twenty-one (21) calendar days' prior notice to the Eligible Participant(s) and 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 Participant(s) and Eligible Customer(s) for any losses, damages, costs or expenses as may be suffered or incurred by the Eligible Participant(s) and Eligible Customer(s) as a direct or indirect result of any Campaign Reward(s) and/or any cancellation, suspension, shortening or extension of the Campaign.

21. CIMB shall not be liable to any Eligible Participant(s) and 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 Participant(s) and Eligible Customer(s)' participation or non-participation in the Campaign; 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) and 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 Participant(s) and Eligible Customer(s) from the date as specified by CIMB in the notification.

c) The Eligible Participant(s) and 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.

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

24. The Eligible Participant(s) and Eligible Customer(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) and Eligible Customer(s)' participation in the Campaign; and/or
- (b) the Eligible Participant(s) and Eligible Customer(s)' receipt or use of the Campaign Reward(s).

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 Merchant Agreement and Letter Offer for CIMB@Work Payroll and Banking Solution Package 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. The Eligible Participant(s) and Eligible Customer(s) shall direct any query, feedback, concern, issue or complaint pertaining to the Islamic products that offered under CIMB@Work Payroll and Banking Solution Package to CIMB Islamic Bank. CIMB Islamic Bank as the provider of the Eligible Product(s) shall attend to any matter relating to the Eligible Product.

28. The Eligible Participant(s) and Eligible Customer(s) may contact CIMB Bank's Contact Center for any feedback and/or complaint in relation to this campaign via phone call:

Telephone No: 03-6204 7733

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