

Terms and Conditions

CIMB Preferred Visa Infinite Acquisition Campaign

- (1) The **CIMB Preferred Visa Infinite Acquisition 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 exclusive to CIMB Preferred and CIMB Private Wealth member who is New-To-Card principal and not the supplementary applicant (customer who does not own a credit card issued by CIMB and/or CIMB Islamic Bank Berhad [Registration No: 200401032872 (671380-H)] (“**CIMB Islamic**”) who applies for a new CIMB Preferred Visa Infinite credit card (“**Eligible Card**”) issued by CIMB and he/she is required to meet the Assets Under Management (“**AUM**”) minimum balance requirement stipulated in CIMB Preferred Terms & Conditions at www.cimbpreferred.com.my/tnc at all times during the Campaign Period (hereinafter referred to as “**the Eligible Participant**”).
- (5) The following individuals shall NOT be considered as the Eligible Participant: -
- a) Individuals below the age of 21 years at the time of application; and/or
 - b) An existing CIMB and/or CIMB Islamic principal credit cardholder; and/or
 - c) A customer who cancelled his/her CIMB and/or CIMB Islamic principal credit card in the last six (6) months from the Campaign Period and is re-applying for an Eligible Card under this Campaign.

Campaign Mechanics and Conditions

- (6) The Eligible Participant shall be entitled for 100,000 Bonus Points (“**Bonus Reward**”) subject to fulfilling all the criteria below: -
- a) submit an application for the Eligible Card during the Campaign Period; AND
 - b) the application for the Eligible Card must be successfully approved by CIMB by 10 March 2023; AND
 - c) perform the 1st Eligible Retail Spending Transaction (as defined in Clause 8) of minimum Ringgit Malaysia Five Hundred (RM500) in a single receipt within sixty (60) days from the Card Approval Date (as defined in Clause 7) by using the approved Eligible Card (“**Spend Requirement**”).
- (7) “**Card Approval Date**” shall mean the date as stated on the card carrier that is sent together with the approved Eligible Card to the Eligible Participant.
- (8) “**Eligible Retail Spending Transaction**” shall mean purchase transactions for goods and/or services including online purchase for goods and/or services. For the avoidance of doubt, the following

transactions are also herein expressly excluded and shall not be treated as Eligible Retail Spending Transactions for the campaign purposes:

- 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 Retail Spending Transaction shall be conclusive and shall not be challenged in any manner whatsoever unless the same appears as grossly unfair or unjust.

- (9) The Bonus Reward earned in respect of Overseas Eligible Retail Spending Transaction 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.
- (10) All Eligible Retail Spending Transaction will be automatically tracked by CIMB for the purpose of meeting the spend criteria of the Eligible Participant(s). The tracking of the Eligible Retail Spending Transaction is based on the transaction dates and/or time (Malaysian Time) as captured by CIMB transaction records within sixty (60) days from the Card Approval Date. 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 Retail Spending Transaction 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 Retail Spending Transaction to the Eligible Participant's Eligible Card by Visa, merchant establishments or any other party unless the same is due to the gross negligence or default of CIMB.

Campaign Bonus Reward and Fulfillment Criteria Process

- (12) Eligible Participant is entitled to receive the Bonus Reward once, throughout the Campaign Period and the Bonus Reward will be credited into the Eligible Participant's Eligible Card account ("**Card Account**") within twelve (12) weeks from the last day of the month where the Eligible Participant meets the Campaign Mechanics and Conditions above ("**Fulfillment Period**").

(13) Eligible Participant who has fulfilled the Campaign Mechanics and Conditions and entitled for the Bonus Reward, will not be entitled to receive any other gift/prize/reward in conjunction with CIMB's or CIMB Islamic's other ongoing acquisition campaign.

(14) In conjunction with the CIMB Preferred Visa Infinite Dining Campaign that run simultaneously from 1 March 2022 to 28 February 2023, in the event Eligible Participant's Eligible Retail Spending Transaction is a Dining Retail Spending and it meets clause 8 and 9 of this Campaign, Eligible Participant's Eligible Retail Spending Transaction will be excluded as Eligible Transaction under the CIMB Preferred Visa Infinite Dining Campaign.

Eligible Participant's Spend	This Campaign	CIMB Preferred Visa Infinite Dining Campaign
1 st Eligible Retail Spending Transaction of Ringgit Malaysia Five Hundred (RM500) in a single receipt <u>within</u> sixty (60) days from the Card Approval Date <u>on Dining</u> Retail Spending.	<ul style="list-style-type: none"> Meet Spend Requirement. Fulfilment will be subject to the Terms and Conditions of this Campaign. 	<ul style="list-style-type: none"> Meet Spend Requirement. Excluded from fulfilment based on Clause 14 of this Campaign Terms and Conditions.
1 st Eligible Retail Spending Transaction of Ringgit Malaysia Five Hundred (RM500) in a single receipt <u>within</u> sixty (60) days from the Card Approval Date <u>on non-Dining</u> Retail Spending.	<ul style="list-style-type: none"> Meet Spend Requirement. Fulfilment will be subject to the Terms and Conditions of the Campaign. 	Not eligible

“**Dining Retail Spending**” is applicable to the Merchant Category Code (MCC) 0743, 0744, 5811, 5812, 5813, 5814, 5921 based on CIMB's records

(15) At the time of fulfilment of the Bonus Reward, the Eligible Participant's Card Account **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 Bonus Reward.

(16) CIMB will not entertain any complaint(s) whatsoever in connection with the Bonus Reward 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:

- 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 ;
- agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Bonus Reward 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 Bonus Reward will be forfeited if, during the Campaign Period and/or before the crediting of the Bonus Reward:

- 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 Bonus Reward 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 Bonus Reward 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 Bonus Reward.

(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(s) 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

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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