

Terms and Conditions
The “CIMB World Mastercard 1.5% Unlimited Cash Rebate on Overseas Spend” Campaign

1. The “**CIMB World Mastercard 1.5% Unlimited Cash Rebate on Overseas Spend**” (“**the Campaign**”) is organised by CIMB Bank Berhad [Registration No: 197201001799 (13491-P)] (“**CIMB**” or “**the Bank**”).

Campaign Period

2. The Campaign shall run from 1 April 2021 – 31 March 2022 (both dates inclusive) (“**the 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. The Campaign is open to all principal and supplementary cardholders who hold and spend with CIMB World Mastercard Credit Card (“**the Card**”) during the Campaign Period (hereinafter referred to as “**the Eligible Participant(s)**”).

Eligible Transactions

5. “**Overseas Spend**” shall mean retail purchases made in currency other than Ringgit Malaysia (RM) or falls under Dynamic Currency Conversion (DCC)*. For the avoidance of doubt, the following transactions are also herein expressly excluded and shall not be treated as Overseas Spend :
 - i) Airline Related Transactions (MCC: 3000 – 3350 and 4511);
 - ii) Cash advance/withdrawal/deposit transactions;
 - iii) Quasi Cash transactions – (example: betting and/or gaming transactions);
 - iv) Retail transactions in respect of purchases of petrol, diesel and any other purchases made at the petrol kiosk;
 - v) Overseas retail spending transactions which are subsequently cancelled or refunded, disputed, unauthorised or fraudulent;
 - vi) Payment of the annual fees or service charges, delivery charges, cash payments, card replacement fee, government service tax, 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
 - vii) Instalment payment plan transactions;
 - viii) Recurring payment transactions
 - ix) Payments to charity under designated Merchant Category Code (MCC) 8398- Charitable and social service organisations; and
 - x) Any government related payments under designated MCC below: -

9211	Court costs, including alimony and child support
9222	Fines
9223	Bail and bond payments
9311	Tax payments
9399	Government services
9402	Postal services – government only

6. Any determination by CIMB as to what constitutes Overseas Spend shall be conclusive and shall not be challenged in any manner whatsoever, save for manifest error.
7. **“1.5% Unlimited Cash Rebate”** (“Cash Rebate”) means cash rebate awarded to Eligible Participants for Overseas Spend made with the Card.
8. **“Overseas”** refers to retail spending made in currency other than Ringgit Malaysia (RM) or falls under Dynamic Currency Conversion (DCC)*, subject to clause 5.

Note*: Dynamic Currency Conversion (DCC) is a service offered by certain overseas merchants to provide a choice to pay in Ringgit Malaysia (including online purchases) for overseas purchases.

9. The tracking of the Overseas Spend is based on the posting dates and/or time (Malaysian Time) as captured by CIMB transaction records during the Campaign Period.
10. CIMB shall not be responsible for any failure and/or delay in the transmission of evidence of Overseas Spend by Mastercard, merchant establishments and/or any other party unless the same is due to the gross negligence or willful default of CIMB.

Participation Criteria

11. No registration is required to participate in this Campaign.
12. During the Campaign Period, Eligible Participant shall earn 1.5% Unlimited Cash Rebate from Overseas Spend charged to the Card and shall be reflected in the following month’s statement.
13. No minimum spend is required to participate in this Campaign.

Fulfillment of Cash Rebate

14. All Cash Rebate earned by the Eligible Participant for the current month statement will be calculated (rounded down to the nearest Ringgit Malaysia) up until the statement date in respect of the said current month and will be posted to the Eligible Participant’s Card account in the following month’s statement date. If any transactions are disputed or alleged to be fraudulent, the Cash Rebate earned on such transactions may be reversed or cancelled by CIMB at its sole and absolute discretion.
15. Cash Rebates earned by the Eligible Participant for each current month will not be posted to the Eligible Participant’s Card account in the next month’s statement date in the event the Eligible Participant fails to make the minimum payment due by the Due Date as per stated in the current month’s statement.

General Terms and Conditions

16. The Eligible Participant(s) agree that by participating in the Campaign, they:
 - i) have accessed, read and confirm their agreement to these Terms and Conditions;

- ii) consent to CIMB Bank processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice at www.cimb.com.my;
- iii) agree that all decisions fairly and reasonably made by CIMB Bank in relation to every aspect of this Campaign, including the Cash Rebate to be given away and determination of the Eligible Participants, shall be final, binding and conclusive; and
- iv) agree that CIMB Bank shall not be liable or held responsible to the Eligible Participant(s) if CIMB Bank is unable to perform in whole or in part of any of its obligations in these Terms and Conditions attributable directly or indirectly to:
 - a. the failure of any mechanical or electronic device, data processing system or transmission line;
 - b. electrical failure;
 - c. industrial dispute, war, strike or riot;
 - d. any act of God beyond CIMB Bank 's control; or
 - e. any factor in a nature of a force majeure which is beyond CIMB Bank's reasonable control.

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

- i) The Eligible Participant(s) are in breach of the terms and conditions governing the Eligible Credit Cards;
- ii) The Eligible Credit Cards(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
- iii) The Eligible Credit Cards(s) is/are delinquent, invalid or cancelled by the Eligible Participant(s) or CIMB Bank.

18. CIMB Bank shall have the right to disqualify any Eligible Participants that it determines to be:

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

19. CIMB Bank shall have the right to:

- i) substitute the Cash Rebate with other item(s) of similar cost; and/or
- ii) 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 Bank's website; and/or
- ii) notice at CIMB Bank's branches; and/or
- iii) by any other means of notification which CIMB Bank may select.

For avoidance of doubt, CIMB Bank 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 Cash Rebate and/or any cancellation, suspension, shortening or extension of the Campaign.

20. CIMB Bank 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:

- i) The Eligible Participant(s) participation or non-participation in the Campaign; and/or
- ii) 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 Bank's gross negligence or wilful default.

21. a) CIMB Bank 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 Bank's website; and/or
 - ii) notice at CIMB Bank's branches; and/or
 - iii) advertisement in one newspaper of CIMB Bank's choice; and/or
 - iv) by any other means of notification which CIMB Bank may select.
 - b) The Amendment shall be considered as binding on the Eligible Participant(s) from the date as specified by CIMB Bank in the notification.
 - c) Eligible Participant(s) agree to access CIMB Bank'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.
22. CIMB Bank 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.
 23. The Eligible Participant(s) shall fully indemnify and keep CIMB Bank indemnified against any fee, cost, charge, expense, loss, damage or liability which CIMB Bank may incur as a result of:
 - i) the Eligible Participant(s)' participation in the Campaign; and/or
 - ii) the Eligible Participant(s)' receipt, redemption or use of the Cash Rebate.
 24. These Terms and Conditions:
 - i) shall prevail over any provisions or representations contained in any other materials advertising the Campaign; and
 - ii) are to be read together with the prevailing terms and conditions of the Eligible Credit Cards which shall apply in addition to these Terms and Conditions.
 25. 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 Bank from time to time.
 26. a) Eligible Participant(s) may contact CIMB Bank'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 Bank may change the above contact details by notifying the Eligible Participant(s) by way of announcement at CIMB Bank's website or by any other means of notification which CIMB Bank may select.