

TERMS AND CONDITIONS

CIMB Bank Credit Limit Increase Cash Back Campaign

1. The CIMB Credit Limit Increase (“**CLI**”) Cash Back Campaign (“**the Campaign**”) is organized by CIMB Bank Berhad [Registration No: 197201001799 (13491-P)] (“**CIMB Bank**”).

The Campaign Period

2. The Campaign shall run from 18 April 2025 to 30 June 2025, both dates inclusive (“**the Campaign Period**”).
3. CIMB Bank reserves the right upon giving notice of not less than seven (7) 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 **selected CIMB Bank principal credit cardholders** who receive a Short Message Service (“**SMS**”) at the cardholder’s mobile number and/or a telephone call (“**Call**”) from Retail Telemarketing Channel (“**RTC**”) and/ or an electronic direct mailer (“**eDM**”) at the cardholder’s email address, both maintained in CIMB Bank’s record from CIMB Bank about this Campaign as an invitation to participate in this Campaign (“**Eligible Participants**”). Alternatively, Eligible Participants can also apply by clicking on the Pop-Up Banner and Push Notification in CIMB OCTO APP. The CIMB Bank credit card accounts of the Eligible Participants are hereinafter collectively referred to as the “**Eligible Credit Card Accounts**”.

It shall be the Eligible Participants’ responsibility to ensure their mobile numbers/ email address provided (“**Contact Particulars**”) to CIMB Bank are current and updated. In the event there is a change to the Contact Particulars, it shall be the responsibility of the Eligible Participants to update CIMB Bank of the same. CIMB Bank shall not be responsible to the Eligible Participants for any loss (including loss of opportunity and consequential loss arising therefrom) suffered or incurred in the event the Contact Particulars maintained in CIMB’s record is not current or correct.

Campaign Mechanics and Conditions

5. To participate in the Campaign, an Eligible Participant who receives the invitation from CIMB Bank must apply for CLI together with submission of their latest income documentation within the Campaign Period.
6. All CLI applications must be successfully approved on or before 15 July 2025. “Successfully approved” means any application which has been approved and not just conditionally approved and which Eligible Participant has received a SMS notification that his or her application has been successfully approved.
7. The Eligible Participants shall be entitled to participate in this Campaign by performing retail transaction “Eligible Retail Transaction(s)” (as defined under Clause 11 herein) by using the eligible CIMB Bank credit card in the manner explained below:

| Qualifying Criteria | Cash Back |
|--|-----------|
| Spend a minimum of <u>RM150</u> on the Eligible Retail Transaction ¹¹ within 30 calendar days from CLI approval date | RM50 |

The spend period above shall be referred to as “**Qualifying Period**”

8. Each Eligible Participant with successfully approved application is only eligible for Ringgit Malaysia Fifty (RM50) Cash Back once throughout the Campaign Period.
9. The Cash Back pool is capped at Ringgit Malaysia One Hundred Fifty Thousand (RM150,000) throughout the campaign period and awarded to the Eligible Participants on a “first-come-first serve” basis. Once the Cash Back pool of RM150,000 has been taken up or given to Eligible Participants who met the criteria and conditions

stated in these terms and conditions, the remaining/ subsequent Eligible Participants will not be entitled for the Cash Back even if the Eligible Participants fulfilled the conditions and criteria stated in these terms and conditions.

10. Example of when an Eligible Participant shall be entitled to the Cash Back:

| No. | CLI Application Submission Date | Successful Approval Date of CLI Application | Min. of RM150 spend within Qualifying Period | Capping of Cash Back | Entitled to the Cash Back |
|-----|---------------------------------|---|--|----------------------|--|
| 1 | 25 April 2025 | 30 April 2025 | Yes | Not Reached | Yes |
| 2 | 25 April 2025 | 30 April 2025 | No | Not Reached | No (not meet the min spend) |
| 3 | 30 June 2025 | 17 July 2025 | Yes | Not Reached | No (application is approved after campaign period) |
| 4 | 30 June 2025 | 2 July 2025 | Yes | Reached | No (cash back capping has been reached) |

11. Eligible Retail Transactions for the Campaign shall mean purchase for goods and/or services include online purchase, local and/or overseas retail transaction charged to any of the Eligible Participant's credit card account(s) during the Qualifying Period. For the avoidance of doubt the following transactions are herein expressly excluded and shall not be treated as an Eligible Retail Transaction(s):-

- (i) Cash advance/withdrawal/deposit transactions;
- (ii) Quasi Cash transactions – (example: betting and/or gaming transactions);
- (iii) Monthly installments under any installment payment facility provided by CIMB or any other financial institutions or funds transfer from other Financial Institutions;
- (iv) Payment of annual fees or service charges, delivery charges, cash payments, card replacement fees, dispute charges, fraud charges or any other fees, charges or penalties whether imposed by CIMB or otherwise;
- (v) Eligible Retail Transaction which is subsequently cancelled or refunded, or any other disputed, unauthorized or fraudulent transactions.
- (vi) Any transaction made in the country which is a member of the European Economic Community (EEC) or European Union (EU).

Any determination by CIMB's as to what constitutes Eligible Retail Spending Transactions shall be conclusive and shall not be challenged in any manner whatsoever unless the same appears as grossly unfair or unjust.

12. CIMB shall not be held responsible or liable for any delay in the posting of the Eligible Retail Transaction to the Eligible Participant's credit card account 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 delay in the transmission of evidence of sales transactions by Visa, MasterCard, merchant establishments or any other party unless the same is due to the gross negligence or default of CIMB.

Campaign Fulfillment

- 13. The Cash Back will be credited into the Eligible Participants' principal Eligible Credit Card Account with the CLI transaction within ten (10) weeks after the end of the Campaign Period.
- 14. Only the principal Eligible Participants shall be eligible for the Cash Back under this Campaign.
- 15. At the time of the receipt of the Cash Back by the Eligible Participants, the Eligible Credit Card account of the Eligible Participants must not be delinquent, and/or invalid or cancelled within CIMB Bank's definition, otherwise the Eligible Participants will be disqualified from participating or from receiving the Cash Back.

16. The notification by CIMB Bank will be based on the Eligible Participants' telephone number in Malaysia maintained with CIMB.
17. CIMB Bank will not entertain any complaint(s) whatsoever in connection with the Cash Back 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 CIMB Bank Credit Card unless the same is due to the gross negligence or willful default of CIMB Bank.
18. CIMB Bank accepts no responsibility for any tax implications that may arise from the Cash Back or the use thereof. Any tax filing obligation or any tax payment due to any authority as a result of receipt of the Cash Back 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. www.cimb.com.my;

General Terms and Conditions

19. The Eligible Participants agree that by participating in the Campaign, they:
 - a) are required to read and understand these Terms and Conditions;
 - b) have accessed, read and confirm their agreement to these Terms and Conditions;
 - c) confirm that the key contract terms affecting their obligations have been adequately explained to them;
 - d) consent to CIMB processing and disclosing their personal data as well as any personal data of any individual which the Eligible Participants may share with CIMB in accordance with the CIMB Group Privacy Notice at www.cimb.com.my;
 - e) agree that all decisions reasonably made by CIMB in relation to every aspect of this Campaign, including the determination of the Eligible Participants, shall be final, binding and conclusive; and
 - f) agree that CIMB shall not be liable or held responsible to the Eligible Participants 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.
20. The Eligible Participants will be disqualified from participating in the Campaign if, during the Campaign Period:
 - a) The Eligible Participants are in breach of the Terms and Conditions governing the Eligible Credit Cards;
 - b) The Eligible Credit Cards 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 Credit Cards are delinquent, invalid or cancelled by the Eligible Participants or CIMB.
21. CIMB shall have the right to disqualify any Eligible Participants that it determines to be:
 - a) tampering with the participation/application process; and/or
 - b) acting in breach of these Terms and Conditions.
22. CIMB shall have the right to extend, shorten, discontinue, cancel, terminate or suspend the Campaign. by giving fourteen (14) calendar days' prior notice to the Eligible Participants 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 Participants for any losses, damages, costs or expenses as may be suffered or incurred by the Eligible Participants as a direct or indirect result of any cancellation, suspension, shortening or extension of the Campaign.

23. CIMB shall not be liable to any Eligible Participants or any party for any losses, costs or damages (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 Participants participation or non-participation in the Campaign; and/or
 - Any non-receipt or delayed receipt by the Eligible Participants of the SMS.

unless such loss or damage arises from and is caused directly by CIMB's gross negligence or wilful default.

24. 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 Participants via:
- announcement at CIMB's website; and/or
 - notice at CIMB's branches; and/or
 - advertisement in one newspaper of CIMB's choice; and/or
 - by any other means of notification which CIMB may select.
- b) The Amendment shall be considered as binding on the Eligible Participants from the date as specified by CIMB in the notification.
- c) If the changes are required by law or any rules, regulations, directives, notices and guidelines ("**Regulations**") then they will take effect in accordance with the law or Regulations and CIMB will inform/give notice to the Eligible Participants about these changes as soon as possible.
- d) Eligible Participants 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.
25. CIMB will not be liable to the Eligible Participants for any losses, costs or damages suffered or incurred by the Eligible Participants as a direct or an indirect result of the Amendment.
26. The Eligible Participants 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 the Eligible Participants:
- participation in the Campaign; and/or;
 - breach or failure with these Terms and Conditions
27. These Terms and Conditions:
- shall prevail over any provisions or representations contained in any other materials advertising the Campaign; and
 - are to be read together with the prevailing terms and conditions of the Eligible Credit Cards and Flexi Payment Plan Programme (www.cimb.com.my/fpp) which shall apply in addition to these Terms and Conditions.
28. These Terms and Conditions shall be subject to and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia and other relevant regulatory bodies to which CIMB is subject.
29. If CIMB does not exercise a right that it has in these Terms and Conditions, this does not stop CIMB from exercising that right or any other rights CIMB has in the future.
30. a) Eligible Participants 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:

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|----------------|--|
| Address : | Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan. |
| Telephone No : | 603 6204 7788 |
| Email : | contactus@cimb.com |

- b) CIMB may change the above contact details by notifying the Eligible Participants by way of announcement at CIMB's website or by any other means of notification which CIMB may select.

~ END ~

