

TERMS AND CONDITIONS
Foreign Currency Current Account-i Saudi Arabia Riyal (SAR) Fee Rebate Campaign

1. The “**FCCA-i SAR Fee Rebate Campaign**” (“**Campaign**”) is organised by CIMB Islamic Bank Berhad [200401032872 (671380-H)] (“**CIMB**”).

Campaign Period

2. The Campaign shall run from **16 March 2020 to 31 May 2020** (“**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 individual customers with:-
 - a. CIMB’s Foreign Currency Current Account-i in the foreign currency of Saudi Riyal (SAR) (“**FCCA-i**”); **AND**
 - b. CIMB’s Current Account or Savings Account or Current Account or Savings Account maintained with CIMB Bank Berhad [197201001799 (13491-P)] (“**CIMB Bank Berhad**”) (“**CASA/-i**”), (collectively referred to as the “**Eligible Account(s)**”)

during the Campaign Period except for those specified in Clause 5 hereof (collectively referred to as the “**Eligible Customer(s)**”). CIMB Bank Berhad’s Foreign Currency Current Account shall not be relevant for the purposes of this Campaign.

5. The following entities are **not eligible** to participate in this Campaign:-
 - a. Sole Proprietor (i.e. business account);
 - b. Partnership;
 - c. Charitable/non-profit organisations/societies;
 - d. Corporate customers;
 - e. Private limited companies;
 - f. Public listed companies;
 - g. Clubs;
 - h. Associations and co-operatives;
 - i. Customers who have been declared bankrupt or wound up, or otherwise have legal proceedings of any nature instituted against them; and/or
 - j. Individuals below the age of eighteen (18) years.

Campaign Mechanics and Conditions

6. During the Campaign Period, the Eligible Customer(s) who are debited with the following fee(s) from the FCCA-i, i.e.:
 - a. Handling fee of USD 2 or its equivalent in Ringgit Malaysia for every debit or credit entry in the FCCA-i; and/or
 - b. Half-yearly service charge of USD10 or its equivalent in Ringgit Malaysia on each FCCA-i ,

(collectively referred to as the “**Debited Fee**”)
shall be entitled to receive fee rebate equivalent to the Debited Fee in Ringgit Malaysia based on the prevailing foreign exchange rate at that time of debiting of the Debited Fee (“**Fee Rebate**”).

7. Once the Debited Fee is debited from the FCCA-i during the Fee Debiting Period¹, the Fee Rebate will be credited to the CASA/-i during the Fee Rebate Period², as stated in the schedule below (“**Schedule**”) and subject to Clause 8 hereof:

Schedule

Fee Debiting Period¹	Fee Rebate Period²
16 March 2020 – 31 May 2020	1 July 2020 – 31 July 2020

¹ *Period of which the Debited Fee is debited from the FCCA-i*

² *Period of which the Fee Rebate is credited in the CASA/-i*

8. The Fee Rebate will be credited to the CASA/-i that fulfils the following criteria:
- The Debited Fee(s) must be debited from the FCCA-i during the Fee Debiting Period. The CASA/-i which the Fee Rebate will be credited into must be in “**Active**” Status and with the highest average balances in May 2020 (“**Average Balances**”). “**Average Balance**” for the purposes of this Campaign refers to the sum of the daily day-end balances of the relevant CASA/-i in May 2020 divided by the number of days in May 2020:-

$$\text{Average Balance} = \frac{\text{Sum of the Daily Day-End Balances in May 2020 (i.e. from 1 May 2020 to 31 May 2020)}}{\text{Number of Days in May 2020 (i.e. 31 days)}}$$

- If the Eligible Customer(s) has more than one CASA/-i, the single name CASA/-i with the highest Average Balances will be chosen for the purpose of crediting the Fee Rebate; If there is no single name CASA/-i, the joint CASA/-i (*only limited to those joint CASA/-i with the Eligible Customer(s) as the primary account holder*) with the highest Average Balances will be chosen for the purpose of crediting the Fee Rebate; and
 - The joint CASA/-i in which the Eligible Customer(s) is not the primary account holder shall not be entitled to receive the Fee Rebate.
9. If there is any dispute in relation to the entitlement of Fee Rebate, the Eligible Customer(s) may request for the approval in the manner determined by CIMB within two (2) months from 1 August 2020 to 30 September 2020. Any dispute in relation to the entitlement of Fee Rebate will not be entertained by CIMB after 30 September 2020.
10. Any determination by CIMB on the computation and/or amount and/or fulfilment of the Fee Rebate shall be final, binding and conclusive and shall not be challenged in any manner whatsoever, save for manifest error.

11. By participating in this Campaign, the Eligible Customer(s) are deemed to have read, understood and agreed to be bound by the Terms and Conditions herein as well as consented to CIMB processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice which can be found at www.cimb.com.my and agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign shall be final, binding and conclusive.
12. The Eligible Customer(s)' Eligible Account(s) (i) MUST be in good standing; (ii) MUST not be in breach of any of the prevailing terms and conditions of the Eligible Account(s); AND (iii) MUST not be terminated or closed or be made subject to any attachment, adverse orders made by the Court or any authorities sanctioned by laws, delinquent, and/ or be invalid or cancelled as determined by CIMB, otherwise the Eligible Customer(s) will be disqualified from participating in this Campaign and shall not be entitled to receive the Fee Rebate.
13. Decision of CIMB in relation to every aspect of the Campaign shall be final, binding and conclusive provided always that the decision must appear to be fair and reasonable. No further correspondence, appeals, protests or attempts to dispute the same would be entertained.
14. CIMB reserves the right to suspend, cancel, terminate or withdraw this Campaign in whole or part and/or substitute the Fee Rebate with rewards of similar or equivalent cost, by giving the Eligible Customer(s) prior notice of fourteen (14) calendar days. For the avoidance of doubt, suspension, cancellation, termination or withdrawal of this Campaign and/or substitution of the Fee Rebate shall not entitle the Eligible Customer(s) to any claim or compensation against CIMB for any losses or damages suffered by the Eligible Customer(s) or any party as a direct or indirect result of the act of suspension, cancellation, termination or withdrawal and/or substitution of the Fee Rebate unless the same is due to the gross negligence or wilful default of CIMB.
15. CIMB reserves the right upon giving prior notice of twenty-one (21) calendar days to vary (whether by adding, deleting, modifying, amending, or otherwise howsoever) ("**Amendment**") any of the Terms and Conditions herein. Notification to the Eligible Customer(s) in respect of the Amendment shall be effected at CIMB's absolute discretion through any one of the following means of communication namely, by ordinary mail to the Eligible Customer(s)' last known address, or by posting a notice regarding the Amendment at each of CIMB's branches, or by effecting an advertisement regarding the Amendment in one newspaper of CIMB's choice, or via CIMB's website, or by any other means of notification which CIMB may select and the Amendment shall be deemed as binding as from the date of notification of the Amendment or from such date as may be specified by CIMB in the notification. Eligible Customer(s) acknowledge and agree to access CIMB's website at regular intervals to view the Terms and Conditions and to ensure that they are kept up-to-date with any Amendments to these Terms and Conditions.
16. These Terms and Conditions as may be amended from time to time shall prevail over any provisions or representations contained in any other promotional material advertising the Campaign. These Terms and Conditions are to be read in conjunction with the prevailing terms and conditions governing the Eligible Account(s) which shall apply in addition to the Terms and Conditions herein.

17. By participating in the Campaign, the Eligible Customer(s) hereby agree not to hold CIMB liable in the event that CIMB is unable to perform in whole or in part of any of its obligations herein, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, any act beyond CIMB 's control or due to any factor in a nature of a force majeure which is beyond CIMB's reasonable control.
18. By acceptance of the Fee Rebate, the Eligible Customer(s) agrees to hold harmless CIMB and its affiliates and their respective directors, officers, employees and agents from and against any claim, action, proceeding, judgement, damage, loss, expense or liability suffered by CIMB and its affiliates and their respective directors, officers, employees and agents in connection with such Eligible Customer(s) participation in the Campaign or receipt, redemption or use of the Fee Rebate.
19. CIMB shall not be liable to any party, including the Eligible Customer(s), for any loss or damage of whatsoever nature suffered by the Eligible Customer(s) or any party (including but not limited to any injury or death, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party) howsoever arising, in relation to the Eligible Customer(s)' participation or non-participating in the Campaign unless the same is due to CIMB's willful default or gross neglect.
20. CIMB accepts no responsibility for any tax implications that may arise from the Fee Rebate of the use thereof. Any tax filing obligation or any tax payment due to any authority as a result of receipt of the Fee Rebate remains as the sole responsibility of the Eligible Customer(s). It is the responsibility of each Eligible Customer(s) to seek independent advice on the possible implications this may have on his/her own financial situation.
21. By participating in the Campaign, the Eligible Customer(s) hereby consent to and agree that CIMB shall be entitled to publish and/or display at no costs to the Eligible Customer(s), materials and/or information, including but not limited to the names, identification number, city of residence and photographs of Eligible Customer(s) who received the Fee Rebate for this Campaign for advertising and publicity purposes in any manner it deems appropriate.
22. These Terms and Conditions shall be subject to the application of any prevailing laws, guidelines, directives, notices, regulations enacted and/or any other written laws or which are issued by Bank Negara Malaysia or any other body having supervisory authority over CIMB in relation to or which are applicable to the Campaign or any matters herein.
23. In the event of any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between the Bahasa Malaysia and English version or versions in other languages of these Terms and Conditions, the English version of these Terms and Conditions shall prevail. Notwithstanding the aforementioned, where request had been made by the Eligible Customer(s) and noted and acknowledged by CIMB in its records that the Bahasa Malaysia version of the Terms and Conditions shall govern the operation of the FCCA-i, then the Bahasa Malaysia version of the Terms and Conditions herein shall prevail.
24. For feedbacks and/or complaints related to this Campaign, the Eligible Customer(s) may contact CIMB's Customer Resolution Unit bearing the following address, telephone number and email address (or bearing such other address, telephone number and email address which CIMB may change by

notification to the Eligible Customer(s)): Customer Resolution Unit, P.O. Box 10338, GPO Kuala Lumpur, 50710 Kuala Lumpur / Tel: +603 6204 7788 / Email: CRU@cimb.com.