

TERMS AND CONDITIONS

PRIME ENHANCED CAMPAIGN

1. The Prime Enhanced Campaign (“**This Campaign**”) is organized by CIMB Bank Berhad [Registration No: 197201001799] (“**CIMB**”).

Campaign Period

2. This Campaign shall run from 1 September 2024 until 31 August 2025, both dates inclusive (“**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 seven (7) calendar days’ prior notice.

Eligibility

4. This Campaign is open to all new and existing CIMB individual customers who aged eighteen (18) years old and above (“**Eligible Participant/Customer**”), except for the categories of persons/entities listed in Clause 5 hereof.
5. The following categories of persons/entities shall NOT be eligible to participate in this Campaign:-
 - a) CIMB Preferred Banking and/or CIMB Private Banking Customers;
 - b) Existing Prime Account holders that have opened the Prime Account prior to 2 January 2023;
 - c) Small medium enterprises/enterprise banking/commercial and corporate customers as shall be determined by CIMB which include but shall not be limited to sole proprietorships, partnerships and professional partnerships;
 - d) Individuals below the age of eighteen (18) years old; and/or
 - e) For eligibility of Credit Card, a principal cardholder is at least twenty one (21) years old and earns at least a minimum income of RM24,000 per annum; and/or
 - f) Individual customers who have been declared as a bankrupt or otherwise have bankruptcy proceedings of any nature instituted against them;
 - g) US person as defined below (applicable to Conventional Unit Trust Fund / Shariah Compliant Unit Trust Fund or any other product(s) as it may be:
 - i. Any citizen or resident of the United States of America including any person with a United States of America domicile; or
 - ii. Any person with a United States of America account mailing address; or
 - iii. Any person holding a United States of America Green Card; or
 - iv. Any person who meets the “substantial presence test”, that is one who is present in the United States of America for at least 183 calendar days by counting all the days (at least 31 days) in the current year, 1/3 of the days in the immediately preceding year, and 1/6 of the days in the second preceding year; or
 - v. Any person defined as a US Person for United States of America Tax purposes; and/or.
6. By participating in this Campaign, the Eligible Participant/Customer represents and confirms that he/she does not fall under the aforementioned categories of persons.

Qualifying Criteria

7. To be entitled to the Bonus Interest under this Campaign, the Eligible Participant/Customer must be:

Qualifying Criteria	
a)	A Prime Savings Account holder; OR
b)	A Prime Account Holder from 2 January 2023 onwards.

8. The Eligible Participant/Customer must maintain a minimum Monthly Average Balance (“**MAB**”) sum of Ringgit Malaysia Ten Thousand (RM10,000) in the Prime Account and/or Prime Savings Account (“**Prime CASA**”) in every month of the Bonus Interest Entitlement Period as stated in Clause 13 in order to be entitled to receive the Bonus Interest (“**Eligible Account**”) should the Eligible Participant/Customer perform the Eligible Transaction(s) as stated in Clause 9. Non-fulfillment of such condition in any particular month will render the Eligible Participant/Customer to not be entitled for the Bonus Interest Payout for that particular campaign month.

The expression of Monthly Average Balance (MAB) shall mean:

$$\frac{\text{Sum of daily end day balances for the month of the Prime CASA}}{\text{Number of days for the month}}$$

E.g.: For the month of January, the MAB is calculated as follows:

$$\frac{\text{Sum of daily end balances for the month of January}}{31 \text{ days}}$$

The first MAB for the Eligible Participant/Customer shall refer to the month of fulfillment of Qualifying Criteria stated in Clause 7 above.

Only the first Ringgit Malaysia Fifty Thousand (RM50,000.00) MAB of the campaign month during the Bonus Interest Entitlement Period of the Eligible Participant/Customer’s Eligible Account(s) are eligible for the Bonus Interest.

Campaign Mechanics

9. The Eligible Participant/Customer’s Eligible Account is entitled to the bonus interest rate (i.e. an additional rate to the existing board rate of the Eligible Account) upon performing the Eligible Transaction(s) below in any month of the Bonus Interest Entitlement Period as stated in Clause 13. The Eligible Participant/Customer shall refer to CIMB website for the latest interest rate of the Eligible Accounts:

Prime Enhanced Campaign		
Bonus Interest Category	Eligible Transaction	Bonus Interest %
Deposit Bonus	a) Deposit minimum cumulative Fresh Funds: I. RM3,000.00 into the Prime CASA in a month for CIMB@Work customers.	2.30% p.a.

	II. RM5,000.00 into the Prime CASA in a month for non-CIMB@Work customers.	
Wealth Bonus	a) Minimum accumulated Eligible Life Insurance/Family Takaful products purchase/participation with Annualised First Year Premium (AFYP)/ Annualised First Year Contribution (AFYC) of RM3,600.00 with policy/contract/certificate issuance date within the same calendar month.	1.00% p.a. for 6 months
Credit Card Bonus	a) Perform a minimum of RM1,000.00 cumulated Eligible Retail Transactions spend using CIMB's Credit Card/-i within a month during a specific month(s) and/or each month during the Bonus Interest Entitlement Period.	0.50% p.a.

10. The expression of **"Fresh Funds"** shall mean monies or funds not originating from any of the other Current Account/-i or Savings Account/-i ("CASA/-i") that the Eligible Participants/Customers owns with CIMB.
11. **"CIMB@Work Employee"** refers to an individual who fulfils the CIMB@Work eligibility requirements as may be determined by CIMB and so accepted by CIMB. The terms and conditions of this Campaign shall be read together with the prevailing terms and conditions of CIMB@Work which shall apply in addition to the terms and conditions herein
12. The following deposit transactions under Deposit Bonus shall NOT be classified as Eligible Transactions:
- Maturing Fixed Deposit (FD) /Fixed Deposit-i (FD-i) or premature withdrawal of any existing FD/-i; and/or
 - Redemption of Unit Trust fund(s) from Unit Trust Account; and/or
 - Selling of Gold from eGIA; and/or
 - Credit Interest/Profit, Cash rebate/Cashback; and/or
 - Any other deposit transactions determined by CIMB
13. **"Bonus Interest Entitlement Period"** shall mean:

Bonus Interest Category	Bonus Interest Entitlement Period
Deposit Bonus	<ol style="list-style-type: none"> Deposit Bonus will be payable every month for new Prime CASA opened during the Campaign period for 12 months from opening month throughout the Bonus Interest Entitlement Period when the Eligible Participant/Customer fulfills the Deposit Transaction stated in Clause 9 above. In the event Eligible Participant/Customer has existing Prime Savings Account opened prior to the Campaign Period, Deposit Bonus will be payable every month throughout the Campaign Period when the Eligible Participant/Customer fulfills the Deposit Transaction stated in Clause 9 above.

	<p>c) In the event Eligible Participant/Customer has existing Prime Account opened from 2 January 2023 onwards, Deposit Bonus will be payable every month throughout the Campaign Period when the Eligible Participant/Customer fulfills the Deposit Transaction stated in Clause 9 above.</p>
Wealth Bonus	<p>a) Wealth Bonus will be payable for six (6) months, anytime within the Bonus Interest Entitlement Period, which is the 12-month period following new Prime CASA opening, provided the Eligible Participant/Customer meets the Wealth Transaction criteria specified in Clause 9 above.</p> <p>b) In the event Eligible Participant/Customer has existing Prime Savings Account opened prior to the Campaign Period, Wealth Bonus will be payable for six (6) months during the Campaign Period when the Eligible Participant/Customer fulfills the Wealth Transaction stated in Clause 9 above.</p> <p>c) The month which Eligible Participant/Customer fulfills the eligible transactions will be Month one (1) of the Wealth Bonus Interest Payout Period, up to Month six (6) of the total 6 months of Wealth Bonus Interest Payout Period.</p> <p>d) In the event Eligible Participant/Customer fulfills another Eligible Transaction as stated in Clause 9 above before the end of the first Eligible Transaction's 6 months Wealth Bonus Interest Payout Period, the Wealth Bonus Interest Payout Period will be reset and the new Bonus Interest Payout Period will start from the effective month of the latest Eligible Transaction for 6 consecutive months.</p>
Credit Card Bonus	<p>a) Credit Card Bonus will be payable every month for new Prime CASA opened during the Campaign period for 12 months from opening month throughout the Bonus Interest Entitlement Period when the Eligible Participant/Customer fulfills the Credit Card Transaction stated in Clause 9 above.</p> <p>b) In the event Eligible Participant/Customer has existing Prime Savings Account opened prior to the Campaign Period, Credit Card Bonus will be payable every month throughout the Campaign Period when the Eligible Participant/Customer fulfills the Credit Card Transaction stated in Clause 9 above.</p> <p>c) In the event Eligible Participant/Customer has existing Prime Account opened from 2 January 2023 onwards, Credit Card Bonus will be payable every month throughout the Campaign Period when the Eligible Participant/Customer fulfills the Credit Card Transaction stated in Clause 9 above.</p>

14. Eligible Life Insurance/Family Takaful products

- a) The Eligible Life Insurance/Family Takaful products are as per the Prime Enhanced Campaign Appendix [here](#). The Eligible Life Insurance/Family Takaful products are underwritten by Sun Life Malaysia Assurance Berhad [Registration No. 199001005930 (197499-U)], an insurer regulated by Bank Negara Malaysia and registered under the Financial Services Act 2013 (“**Insurer**”) or managed by Sun Life Malaysia Takaful Berhad [Registration No. 200501012215 (689263-M)], a takaful operator regulated by Bank Negara Malaysia and registered under the Islamic Financial Services Act 2013 (“**Takaful Operator**”), (collectively “**Sun Life Malaysia**”).
- b) The Eligible Participant/Customer who purchases/participates in the Eligible Life Insurance/Family Takaful products during the Bonus Interest Entitlement Period from CIMB’s licensed sales staff located at CIMB’s branches/centres shall be entitled for the respective Wealth Bonus Interest as stated in Clause 9 and subjected to all of the qualifying criteria stipulated under Clause 15.
- c) Only the first-year annual premium/contribution will be counted as the Eligible Transaction provided that the first-year annual premium/contribution meets the minimum amount as stated in Clause 9. Any subsequent premium/contribution payment beyond the first year will not be counted as Eligible Transaction.
- d) For the Eligible Life Insurance/Family Takaful products with top-up option, regular top-up or single top-up will NOT be recognized as part of the product’s AFYP/AFYC.
- e) The Eligible Participant/Customer is only entitled to receive the Wealth Bonus Interest stated in Clause 9 if the proposal/application for the Eligible Life Insurance/Family Takaful products is accepted and issued by Sun Life Malaysia on or before the last day of the Campaign Period or Bonus Interest Entitlement Period and if the policy/contract/certificate issued by Sun Life Malaysia remain in force in accordance with the schedule below and continue to remain in force throughout the Wealth Bonus Interest Payout Period specified under Clause 13.

Policy / Contract / Certificate Issuance Date	Policy / Contract / Certificate must be in force as at
1 September 2024 – 30 September 2024	31 October 2024
1 October 2024 – 31 October 2024	30 November 2024
1 November 2024 – 30 November 2024	31 December 2024
1 December 2024 – 31 December 2024	31 January 2025
1 January 2025 – 31 January 2025	28 February 2025
1 February 2025 – 28 February 2025	31 March 2025
1 March 2025 – 31 March 2025	31 April 2025
1 April 2025 – 30 April 2025	31 May 2025
1 May 2025 – 31 May 2025	30 June 2025
1 June 2025 – 30 June 2025	31 July 2025
1 July 2025 – 31 July 2025	31 August 2025
1 August 2025 – 31 August 2025	30 September 2025
1 September 2025 – 30 September 2025	31 October 2025
1 October 2025 – 31 October 2025	30 November 2025
1 November 2025 – 30 November 2025	31 December 2025
1 December 2025 – 31 December 2025	31 January 2026
1 January 2026 – 31 January 2026	28 February 2026
1 February 2026 – 28 February 2026	31 March 2026
1 March 2026 – 31 March 2026	31 April 2026
1 April 2026 – 30 April 2026	31 May 2026
1 May 2026 – 31 May 2026	30 June 2026
1 June 2026 – 31 July 2026	31 August 2026

- f) In the event the Eligible Participant/Customer withdraws or cancels the Eligible Life Insurance/Family Takaful products during the proposal/application, processing stage or any other stages on or before the Free-Look Period, or should the proposal/application of the

Eligible Life Insurance/Family Takaful products be unsuccessful due to underwriting issues, the Eligible Participant/Customer shall not be entitled to the Wealth Bonus Interest.

- g) The “Free-Look Period” is defined as a period where the policy owner/contract holder/certificate owner is given a Free-Look Period of fifteen (15) days from the policy/contract/certificate delivery date to review the suitability of the newly purchased/participated plan. If the policy/contract/certificate is surrendered within the period, the full premium/contribution less the medical examination expenses incurred, if any, will be refunded to the policy owner/contract holder/certificate owner.
- h) The Eligible Participant/Customer must be the sole policy owner/contract holder/certificate owner/ of the Eligible Life Insurance/Family Takaful policy/contract/certificate; third-party policy/contract/certificate is not eligible for the Campaign.
- i) The Eligible Participant/Customer is required to sign all relevant standard documents and comply with all terms and conditions in respect to his/her Eligible Life Insurance/Family Takaful products proposal/application, which is separate from these Terms and Conditions.
- j) CIMB is only a distributor of the Eligible Life Insurance/Family Takaful products underwritten by the Insurer or managed by the Takaful Operator.
- k) The Eligible Life Insurance/Family Takaful products are not CIMB’s products and therefore:
 - i. not an obligation of and not guaranteed by CIMB and/or any of its subsidiaries and affiliates;
 - ii. CIMB shall not be responsible or be held liable for any matter or claims arising from the Eligible Life Insurance/Family Takaful products provided by the Insurer and/or the Takaful Operator; and
 - iii. the Insurer and/or the Takaful Operator being the licensed insurer and underwriter/manager of the Eligible Life Insurance/Family Takaful products shall fully undertake the insurance/takaful obligations.
- l) CIMB will not be responsible for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected application of the Eligible Life Insurance/Family Takaful products or related correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise unless the same is caused directly by CIMB’s gross negligence or willful default.
- m) The Eligible Participant/Customer is subject to a suitability assessment, which will be conducted at the pre-point of sale/participation process before the Eligible Life Insurance/Family Takaful recommendation by the authorized representative. The Eligible Participant/Customer shall refer to the Eligible Life Insurance/Family Takaful products’ Product Brochure and any relevant product materials for more information on the Eligible Life Insurance/Family Takaful. The Eligible Life Insurance/Family Takaful products’ Product Brochure is available at CIMB website or may be obtained from the authorized representative.
- n) The Eligible Participant/Customer shall direct any query, feedback, concern, issue or complaint pertaining to the use and/or purchase and/or participation of the Eligible Life Insurance/Family Takaful products to the Insurer/Takaful Operator for resolution at:

Sun Life Malaysia Assurance Berhad
[Registration Number: 199001005930 (197499-U)]
Sun Life Malaysia Takaful Berhad
[Registration Number: 200501012215] (689263-M)]
Level 11, 338 Jalan Tuanku Abdul Rahman, 50100 Kuala Lumpur

Alternatively, the Eligible Participants/Customers may call the Client Careline at 1300-88-5055, lodge an online enquiry via sunlifemalaysia.com, email directly at wecare@sunlifemalaysia.com, or fax at (603) 2698 7035

- o) The Insurer/Takaful Operator as the provider of the Eligible Life Insurance/Family Takaful products shall attend to any matter relating to the Eligible Life Insurance/Family Takaful products.

- p) The Insurer/Takaful Operator is a member of Perbadanan Insurans Deposit Malaysia (“PIDM”) and all policy owner/contract holder/certificate owner are eligible for protection under Takaful & Insurance Benefits Protection System (“TIPS”) in the event the Insurer/Takaful Operator fails and is unable to honour the insurance/takaful benefits.

15. The term “**Credit Card Retail Transaction**” for this Campaign shall include local and/or overseas Retail Spending charged to the Eligible Participant/Customer’s Credit Card account during the Campaign Period or Bonus Interest Entitlement Period. For the avoidance of doubt the following transactions are herein expressly excluded and shall not be treated as Credit Card Retail Transaction:

- (i) Transactions made on CIMB’s Platinum Business Card and Fuel Tanker Card;
- (ii) Quasi Cash transactions – (example: betting and/or gaming transactions);
- (iii) 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;
- (iv) Eligible Retail Transaction which is subsequently cancelled or refunded, or any other disputed, unauthorized or fraudulent transactions.
- (v) 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 Credit Card Retail Transaction shall be conclusive and shall not be challenged in any manner whatsoever unless the same appears as grossly unfair or unjust.

Overseas Retail Spend shall be converted to Ringgit Malaysia (RM) for the purpose of calculation and shall be based on CIMB’s prevailing exchange rate. In the event where the purchase amount of the Overseas Retail Spend has been converted to Ringgit Malaysia at the point of sales via Dynamic Currency Conversion (DCC), this form of transaction will be categorized as Local Retail Spend. For the avoidance of doubt, a transaction shall be considered to be an Overseas Retail Spend if the currency code in which the transaction was performed in is in any foreign currency excluding Ringgit Malaysia. Any determination by CIMB as to what constitutes Overseas Retail Spend shall be conclusive and shall not be challenged in any manner whatsoever, save for manifest error.

Tracking of Credit Card Retail Transaction will be on both the transaction and posting date, both of which must be during the Campaign Period or Bonus Interest Entitlement Period.

CIMB shall not be held responsible or liable for any delay in the posting of the Credit Card Retail Transaction to the Eligible Participant/Customer’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.

For avoidance of doubt, the cumulated Credit Card Retail Transaction(s) shall mean the total cumulated spending amount from the Eligible Participant/Customer’s Credit Card where he/she is the Primary Card holder only.

16. This Campaign is not valid in conjunction with any other offers and promotions (if any) offered by CIMB in relation to Prime CASA except for “Activate Account and Get Cashback” Campaign.
17. The Eligible Participant/Customer is required to sign all relevant standard documents and comply with all terms and conditions in respect of his/her investment in the relevant eligible product(s) under this Campaign, which are separate from the Terms and Conditions herein.

18. Prime CASA and Fixed Deposit/-i are protected by Perbadanan Insurans Deposit Malaysia (“PIDM”) up to RM250,000 for each depositor.
19. CIMB’s determination as to what constitutes an Eligible Transaction(s) shall be final, binding and conclusive and such determination shall not be challenged in any manner whatsoever.
20. Illustration of the Bonus Interest calculation:

Eligible Participant/Customer A who is a CIMB@Work member opens a Prime Account on 5 September 2024 and performed the Eligible Transactions for Deposit Transaction, Wealth Transaction and Credit Card Transaction:

- Deposit fresh fund of Ringgit Malaysia Thirty Thousand (RM3,000.00) every month from September 2024, November until February 2025, April until June 2025, August 2025.
- Purchase/Participate in Eligible Life Insurance products with Ringgit Malaysia Five Thousand (5,000.00) Annualized First Year Premium (AFYP) and policy issued in January 2025.
- Perform monthly Ringgit Malaysia Two Thousand Five Hundred (RM2,500.00) Credit Card spend from September 2024 until August 2025.

Bonus Interest Payout Period for Eligible Participant/Customer A:	
Deposit Transaction	September 2024 to August 2025
Wealth Transaction	January 2025 to June 2025
Credit Card Transaction	September 2024 to August 2025

Bonus Interest Payout Period	Monthly Average Balance (MAB)	Deposit Bonus Interest (A)	Wealth Bonus Interest (B)	Credit Card Bonus Interest (C)	Total Bonus Interest (RM) (A+B+C)
September 2024	RM13,000.00	Meet deposit fresh fund minimum RM3,000.00 2.30% p.a.	-	Meet minimum RM1,000.00 cumulated Retail Transactions spend using CIMB’s Credit Card: 0.50% p.a.	RM13,000 x 2.80% p.a. x 30 days/366 days = RM29.84
October 2024	RM9,000.00	-	-		Nil. MAB does not meet Qualifying Criteria of minimum RM10,000.00
November 2024	RM19,000.00	Meet deposit fresh fund minimum RM3,000.00 2.30% p.a.	-		RM19,000 x 2.80% p.a. x 30 days/366 days = RM43.61
December 2024	RM23,000.00		-		RM23,000 x 2.80% p.a. x 31 days/366 days = RM54.55
January 2025	RM28,000.00		Meet Eligible Life Insurance products’		RM28,000 x 3.80% p.a. x 31 days/365 days = RM90.37

February 2025	RM33,000.00		purchase/participation with minimum Annualised Full Year Premium (AFYP) of RM3,600.00. 1.00% p.a.		RM33,000 x 3.80% p.a. x 28 days/365 days = RM96.20
March 2025	RM29,000.00	-			RM29,000 x 1.50% p.a. x 31 days/365 days = RM36.95
April 2025	RM35,000.00	Meet deposit fresh fund minimum RM3,000.00 2.30% p.a.			RM35,000 x 3.80% p.a. x 30 days/365 days = RM109.32
May 2025	RM38,000.00				RM38,000 x 3.80% p.a. x 31 days/365 days = RM122.64
June 2025	RM42,000.00				RM42,000 x 3.80% p.a. x 30 days/365 days = RM131.18
July 2025	RM40,000.00	-	-		RM40,000 x 0.50% p.a. x 31 days/365 days = RM16.99
August 2025	RM53,000.00	Meet deposit fresh fund minimum RM3,000.00 2.30% p.a.	-		RM50,000 x 2.80% p.a. x 31 days/365 days = RM118.90

21. Customers who open a Prime Savings Account or Prime Account during the Campaign Period will be entitled to CIMB Prime Solutions membership without fulfilling the minimum Asset Under Management (AUM) requirement. However, the Bank may decide from time to time to change the minimum balance requirement of AUM by the Customer. Failure to maintain the minimum balance requirement may result in termination or suspension of the services and privileges under Prime Solutions membership. For the full Terms and Conditions of Prime Solutions, [click here](#).

AUM refers to any deposit account(s) of the Bank and/or CIMB Islamic and/or invested in any investment product(s) [excluding Amanah Saham Nasional Berhad (ASNB) Variable Priced Fund(s)] of the Bank and/or CIMB Islamic under the Customer's sole or joint account where the Customer is the primary account holder.

Fulfillment of Bonus Interest

22. The Bonus Interest will be paid to the Eligible Participant/Customer's Eligible Account within ninety (90) working days from the end of each month of the Bonus Interest Entitlement Period.
23. For avoidance of doubt, if the Eligible Participant/Customer holds more than one Eligible Account, the Bonus Interest will be paid based on the criteria below:

- i. Prime Savings Account will take precedence over Prime Account
- ii. The Eligible Account with the earliest account opening date will take precedence

24. Illustrations on Fulfillment of Bonus Interest:

Illustration	Recognition
Customer A has 2 Prime Savings Accounts	The Prime Savings Account with the earlier account opening date will take precedence
Customer B has 2 Prime Accounts	The Prime Account with the earlier account opening date will take precedence
Customer C has 1 Prime Savings Account and 1 Prime Account	The Prime Savings Account will take precedence over Prime Account

25. During the period of Bonus Interest crediting, the Eligible Participant/Customer's Eligible Account MUST NOT be dormant, terminated, closed, delinquent, and/ or be invalid or cancelled, otherwise the Eligible Participant/Customer shall no longer be entitled to such Bonus Interest upon the Eligible Account is defined as being dormant, terminated, closed, delinquent, and/or be invalid or cancelled.
26. The Bonus Interest cannot be transferred to any third party, exchanged for a different reward of similar value or any other alternatives in any circumstances. CIMB will not entertain any request from the Eligible Participant/Customer to credit the Bonus Interest to the Eligible Participant/Customer's other CIMB Savings/ Current Accounts/-i or any third party's CIMB Savings/ Current Accounts/-i.

General Terms and Conditions

27. The Eligible Participants/Customers 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/Customers 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 binding and conclusive; and
 - f) agree that CIMB shall not be liable or held responsible to the Eligible Participants/Customers 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.
28. The Eligible Participants/Customers will be disqualified from participating in the Campaign and/or the Bonus Interest will be forfeited if, during the Campaign Period and/ or Bonus Interest Entitlement Period and/or before the crediting/delivery of the Bonus Interest:

- a) The Eligible Participants/Customers are in breach of the terms and conditions governing the Prime CASA and/or signed up Eligible Product(s);
- b) The Prime CASA and/or signed up Eligible Product(s) 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 Prime CASA and/or Eligible Product(s) is delinquent or invalid or cancelled by the Eligible Participants/Customers or CIMB Bank.

29. CIMB shall have the right to disqualify any Eligible Participants/Customers that it determines to be:

- a) tampering with the entry/participation/application process; and/or
 - b) acting in breach of these Terms and Conditions
- and CIMB will let Eligible Participants/Customers know.

30. CIMB shall have the right to extend, shorten, discontinue, cancel, terminate or suspend the Campaign by giving seven (7) calendar days' prior notice to the Eligible Participants/Customers via:

- (i) announcement at CIMB's website; and/or
- (ii) notice at CIMB's branches; and/or
- (iii) notice at CIMB's Currency Exchange counters; and/or
- (iv) by any other means of notification which CIMB may select.

For avoidance of doubt, CIMB shall not be liable to the Eligible Participants/Customers for any losses, damages, costs or expenses as may be suffered or incurred by the Eligible Participants/Customers as a direct or indirect result of any cancellation, suspension, shortening or extension of the Campaign.

31. CIMB shall not be liable to any Eligible Participants/Customers 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 Participants/Customers' participation or non-participation in the Campaign; and/or
- b) Any non-receipt or delayed receipt by the Eligible Participants/Customers of the Short Message Service ("**SMS**") or eDM

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

32. 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/Customers via:

- (i) announcement at CIMB's website; and/or
- (ii) notice at CIMB's branches; and/or
- (iii) notice at CIMB's Currency Exchange counters; and/or
- (iv) advertisement in one newspaper of CIMB's choice; and/or
- (v) by any other means of notification which CIMB may select.

b) The Amendment shall be considered as binding on the Eligible Participants/Customers 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/Customers about these changes as soon as possible.

d) Eligible Participants/Customers 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.

33. CIMB will not be liable to the Eligible Participants/Customers for any loss or damage suffered or incurred by the Eligible Participants/Customers as a direct or an indirect result of the Amendment.

34. The Eligible Participants/Customers shall fully indemnify and keep CIMB indemnified against any fee, cost, charge, expense, loss, damage or liability which the Bank may incur as a result of the Eligible Participants/Customers:
- a) participation in this Campaign; and/or
 - b) receipt, redemption or use of the Bonus Interest(s); and/or
 - c) breach or failure to comply with these Terms and Conditions.
35. 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 CIMB's product(s) and/or service(s) relating to the Campaign which shall apply in addition to these Terms and Conditions.
36. These Terms and Conditions are 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.
37. 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.
38. a) Eligible Participants/Customers 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, 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 Participant/Customer by way of announcement at CIMB's website or by any other means of notification which CIMB may select.