

**CIMB BANK & CIMB ISLAMIC BANK BERHAD's TERMS AND CONDITIONS
Governing CIMB – TESCO MDF Debit Card Incentive Programme**

The Campaign

1. The “CIMB – TESCO MDF Debit Card Incentive Programme” (“**Campaign**”) is organised by CIMB Bank Berhad 197201001799 (Company No. 13491-P) (“**CIMB Bank**”), CIMB Islamic Bank Berhad 200401032872 (671380-H) (“**CIMB Islamic**”) and Tesco Stores (Malaysia) Sdn Bhd (Company No. 521419-K) (“**Tesco**”) and shall run from 16 July 2020 to 15 Oct 2020, both dates inclusive (“**the Campaign Period**”). CIMB Bank and/or CIMB Islamic shall herein collectively be referred to as (“**CIMB**”).
2. CIMB reserves the right to change the duration and/or commencement and/or the expiry dates of the Campaign Period by giving fourteen (14) calendar days’ prior notice.

Eligibility Criteria

3. Subject to the Terms and Conditions herein, this Campaign is open to all existing and new Debit Card cardholders (“**Eligible Participant(s)**”).
4. The following categories of persons/entities shall NOT be eligible to participate in this Campaign:
 - a. Representatives and/or agents (including advertising and promotion agents) of CIMB, VISA Worldwide Pte. Limited a company registered in Singapore, having its office at 30, Raffles Place, #10-00, Chevron House, Singapore 048622 (“**VISA**”) (including its respective subsidiaries and related companies) and Mastercard Worldwide, a company organized under the State of Delaware, having its office and principal place of business at 2000 Purchase Street, Purchase, New York, NY 10577-2509, United States of America (“**Mastercard**”) (including its respective subsidiaries and related companies).
 - b. Individuals below the age of eighteen (18) years.

Campaign Mechanics and Conditions

5. To participate in this Campaign, the Eligible Participant(s) must make a minimum spending of Ringgit Malaysia Fifty (RM50.00) (“**Minimum Retail Spend**”) in a single receipt using their Debit Card (“**Participating Debit Card**”) during the Campaign Period at any Tesco stores nationwide (“**Eligible Transaction**”).
6. The Eligible Transaction must be performed at any Tesco stores nationwide as per below (“**Participating Stores**”):

1) TESCO @ KSL CITY	37) TESCO PENANG
2) TESCO AIR HITAM (Express)	38) TESCO PUCHONG
3) TESCO ALOR SETAR	39) TESCO PUNCAK ALAM
4) TESCO AMPANG	40) TESCO RAWANG
5) TESCO ARA DAMANSARA	41) TESCO RELAU (Express)
6) TESCO BAGAN AJAM	42) TESCO SEMENYIH
7) TESCO BAHAU	43) TESCO SERI ALAM
8) TESCO BANDAR PUCHONG	44) TESCO KOTA BAHRU
9) TESCO BDR PUTERI BANGI	45) TESCO KUALA SELANGOR
10) TESCO BDR SRI PERMAISURI (Express)	46) TESCO KULAI
11) TESCO BERTAM PERDANA	47) TESCO KULIM
12) TESCO BKT BERUNTUNG	48) TESCO LUKUT
13) TESCO BUKIT INDAH	49) TESCO MANJUNG
14) TESCO BUKIT MERTAJAM	50) TESCO MELAKA
15) TESCO DATO HARUN (Express PJCC)	51) TESCO MELAKA CHENG
16) TESCO ECO TROPICS	52) TESCO MUTIARA D'SARA
17) TESCO EXPRESS SHAH ALAM (Express)	53) TESCO MUTIARA RINI
18) TESCO EXTRA CHERAS	54) TESCO NILAI
19) TESCO EXTRA IPOH	55) TESCO PARADIGM
20) TESCO EXTRA JOHOR BAHRU	56) TESCO SERI ISKANDAR
21) TESCO EXTRA PENANG	57) TESCO SETIA ALAM
22) TESCO EXTRA PRAI	58) TESCO SETIA TROPIKA
23) TESCO EXTRA SELAYANG	59) TESCO SG PETANI
24) TESCO EXTRA SENAWANG	60) TESCO SG PETANI SELATAN
25) TESCO EXTRA SEREMBAN 2	61) TESCO SHAH ALAM
26) TESCO HYPER DESA TEBRAU	62) TESCO STARGATE
27) TESCO IOI PUTRAJAYA	63) TESCO STATION 18
28) TESCO IPOH	64) TESCO TAIPING
29) TESCO JENJARUM	65) TESCO TELUK INTAN (<i>Opening in June 2020</i>)
30) TESCO JINJANG (Express)	66) TESCO TELUK PULAI (Express)
31) TESCO JITRA	67) TESCO TG PINANG
32) TESCO KAJANG	68) TESCO USJ 10 TAIPAN (Express)
33) TESCO KAMPAR	69) TESCO WANGSA PERMAI (Express)
34) TESCO KEPONG	70) TESCO WANGSA WALK
35) TESCO KLANG	71) TESCO THE MINES (<i>Opening in June 2020</i>)
36) TESCO PARIT RAJA	

7. Subject to the terms & conditions herein, Eligible Participant(s) who fulfilled the Minimum Retail Spend shall be entitled to purchase selected products at Participating Stores at RM1 (**"Purchase with Purchase"**). The Purchase with Purchase given out under this Campaign is limited and capped at a maximum of 500,000 products, on first-come-first-serve basis.
8. For the avoidance of doubt, the Eligible Participant(s) who met the Eligible Transaction during the Campaign Period will not be entitled to the Purchase with Purchase once the maximum capping of 500,000 products have been fully redeemed.

9. Tesco reserves the rights to change or replace the products offered for Purchase with Purchase without prior notice.
10. Purchase with Purchase products cannot be exchanged for a different product or reward of similar cost or any other alternatives in any circumstances.
11. For the avoidance of doubt, international transactions in foreign currency shall be converted to Ringgit Malaysia based on CIMB's prevailing exchange rate.
12. For avoidance of doubt, the following transactions are expressly excluded and shall not be treated as an Eligible Transaction:
 - a. Transaction(s) made on any Credit Card/Prepaid Card/Charge Cards;
 - b. Transaction(s) for payments made towards mail order & telephone order (MOTO);
 - c. Transaction(s) which are not posted, void, subsequently cancelled or refunded, disputed, unauthorized or fraudulent transactions;
 - d. Transaction(s) made via Tesco online site – <https://eshop.tesco.com.my>;
 - e. Monthly installments under any installment payment facility provided by Bank.
13. Any determination by CIMB as to what constitutes an Eligible Transaction shall be conclusive and shall not be challenged in any manner whatsoever, save for manifest error.
14. All Eligible Transactions will be automatically tracked by CIMB for the purpose of meeting the Minimum Retail Spend of the Eligible Participant(s). The tracking of the Eligible Transaction(s) is based on the transaction dates and/or time (Malaysian Time) as captured by CIMB's transaction records during the Campaign Period.
15. CIMB shall not be held responsible or liable for any delay in the posting of the Eligible Transaction(s) to the Eligible Participant(s)' Participating Debit Card account and/or error or omission in the posting of the Eligible Transaction(s) due to any reasons whatsoever and howsoever arising but not limited to the delay on the part of the merchant unless the same is due to the gross negligence and/or willful default of CIMB.

General Terms and Conditions

16. By participating in this Campaign, the Eligible Participant(s) is deemed to have read, understood and agreed to be bound by the Terms and Conditions as well as consented to CIMB processing and disclosing his/her personal data in accordance with the CIMB Group Privacy Notice which can be found at www.cimbbank.com.my and agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Prizes to be given away and the determination of the Winners, shall be final, binding and conclusive.
17. The Eligible Participant(s)' Debit Card account(s) (i) MUST not be in breach of the terms and conditions governing the Eligible Participant(s)' Debit Card account(s) which shall apply in addition to the Terms and Conditions herein AND (ii) 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 during the Campaign Period and/or before the fulfillment of the Prizes, otherwise the Eligible Participant(s) will be disqualified from participating in this Campaign and/or the Prizes will be forfeited.
18. CIMB reserves the right at its sole discretion to disqualify any Eligible Participant(s) that it determines to be tampering with the entry process, or to be acting in breach or potential breach of these Terms and Conditions.

19. CIMB reserves the right to substitute the Prizes with other item(s) of similar cost and/or to extend, shorten, discontinue, cancel, terminate or suspend this Campaign by giving fourteen (14) calendar days' prior notice to the Eligible Participant(s). For the avoidance of doubt, any extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign by CIMB shall not entitle any of the Eligible Participant(s) or any other persons whatsoever to any claim or compensation against CIMB for any losses or damages suffered or incurred by the Eligible Participant(s) as a direct or indirect result of the act of extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign.
20. By participating in this Campaign, the Eligible Participant(s) hereby agree that CIMB shall not in any manner whatsoever 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 herein, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, war, strike, riot, any act of God beyond CIMB's control or due to any factor in a nature of a force majeure which is beyond CIMB's reasonable control.
21. CIMB shall not be liable to any Eligible Participant(s) or any party for any loss or damage of whatsoever nature suffered (including but not limited to, 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 participation or non-participation in this Campaign including arising from any non-receipt or delayed receipt by the Eligible Participant(s) of the SMS unless the same shall arise from and are caused directly by CIMB's gross negligence or wilful default.
22. CIMB reserves the right to publish or display the name, picture and city of residence of any Winner for advertising and publicity purposes in any manner it deems appropriate. By participating in this Campaign, the Winner hereby consents to and agrees that CIMB shall be at liberty to publish and/or display materials and/or information, including but not limited to the name, photos and city of residence of the Winner without compensation for advertising and publicity purposes. Non-compliance may result in an alternative Winner being chosen.
23. CIMB reserves the right upon giving prior notice of twenty-one (21) calendar days to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("Amendment") any of the Terms and Conditions herein. Notification to Eligible Participant(s) in respect of the Amendment shall be effected at CIMB's absolute discretion through any one of the following means of communication, namely, via electronic communication display at CIMB's website and CIMB's branches where detail provisions regarding the Amendment may be provided in the notice itself or may be provided to the Eligible Participant(s) upon request; or by effecting an advertisement regarding the Amendment in one newspaper of CIMB's choice or by any other means of notification which CIMB may select and the Amendment shall be deemed as binding on the Eligible Participant(s) as from the date of notification of the Amendment or from such other date as may be specified by CIMB in the notification. Eligible Participant(s) acknowledge and 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 changes or variations to these terms and conditions.
24. No compensation in cash or any kind shall be given to the Eligible Participant(s) for any losses or damages suffered or incurred by the Eligible Participant(s) as a direct or an indirect result of such amendment, variation, deletion, addition or alteration of the Terms and Conditions herein.
25. 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.

26. These Terms and Conditions (as amended from time to time pursuant to Clause 31 shall prevail over any provisions or representations contained in any other promotional materials advertising this Campaign. These Terms and Conditions are to be read in conjunction with the prevailing CIMB Cardholder Terms and Conditions which shall apply in addition to the Terms and Conditions herein.
27. If there is any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between the Bahasa Malaysia and English version of these Terms and Conditions herein, the English version of these Terms and Conditions shall prevail. Notwithstanding the aforementioned, where request had been made by the Eligible Participant(s) and noted and acknowledged by CIMB in its records that the Bahasa Malaysia version of Cardholder Terms and Conditions has been selected by the Eligible Participant(s) to govern the operation of the Eligible Participant(s)' Debit Card account(s), then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
28. To the fullest extent permitted by law, CIMB expressly excludes and disclaims any representations, warranties or endorsement, implied or express, written or oral, of all Prizes and will not assume any responsibility for the Prizes offered under this Campaign. CIMB will not entertain any complaint whatsoever in connection with the Prizes.
29. The Prizes are offered and/or provided solely by the relevant merchant, under such terms and conditions as determined by such merchant and CIMB accepts no liability (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third party) howsoever arising whether in contract, tort, negligence or otherwise in connection with the Prizes, even if CIMB have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
30. By acceptance or receipt of the Prizes, the Eligible Participant(s) agree to hold harmless CIMB and its affiliates and their respective directors, officers, employees and agents from and against any claim, action, proceeding, judgment, damage, loss, expense or liability suffered by CIMB and its affiliates and their respective directors, officers, employees and agents in connection with such Eligible Participant(s)' participation in the Campaign or receipt, redemption or use of the Prizes. All risks, loss or damage associated with the use of the Prizes shall be assumed by the Eligible Participant(s).
31. It shall be the winners' sole responsibility to ensure their mobile numbers and/or email addresses and/or mailing addresses ("Contact Details") provided to CIMB are current and updated with CIMB in the event if any changes being made to the same by them. CIMB reserves the right to forfeit the Prizes in the event the Winners' Contact Details maintained in the CIMB's record is invalid and/or not updated. CIMB shall not be responsible to the Winners for any loss (including loss of opportunity and consequential loss arising therefrom) suffered or incurred in the event the Contact Details maintained in CIMB's record are not current or correct.
32. For feedbacks and/or complaints related to this Campaign, the Eligible Participant(s) may contact CIMB's Customer Resolution Unit bearing the following address, telephone and email address (or bearing such other address, telephone and email address which CIMB may change by notification to the Eligible Participant(s): CIMB Bank Berhad / CIMB Islamic Bank Berhad, Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan / Tel: +603 6204 7788 / Email: cru@cimb.com.