

**TERMS AND CONDITIONS
CIMB DURIAN-i RIUH DURIAN RUNTUH 2024 CAMPAIGN**

1. The CIMB DURIAN-i **“Riuh Durian Runtuh 2024 Campaign”** (**“Campaign”**) is organized by CIMB Islamic Bank Berhad [Registration No.: 200401032872] (**“CIMB”**).

Campaign Period

2. The Campaign shall run from **15 January 2024 to 31 December 2024**, 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 & Qualifying Criteria

4. Subject to the terms and conditions herein, the Campaign is open to all new and existing account holders of Daily Unrestricted Investment Account-i (**“DURIAN-i Account”**) (**“Eligible Customer(s)”**).
5. In relation to joint DURIAN-i Account, only the first named account holder of the joint DURIAN-i Account, i.e. the primary account holder shall be eligible to participate in the Campaign. For the purpose of this Campaign, the secondary joint accountholder(s) is not eligible to participate in this Campaign.
6. The following categories of persons/entities shall **NOT** be eligible to participate in this Campaign: -
 - a) 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, public listed companies, private limited companies, charitable/non-profit organization/societies, clubs, associations, cooperatives and professional partnerships;
 - b) Individuals below the age of eighteen (18) years old; and/or
 - c) Employees of CIMB Islamic Bank Berhad and CIMB Bank Berhad that are directly involved in the Winners selection process for the Campaign.
7. By participating in this Campaign, the Eligible Customer represents and confirms that he/she does not fall under the aforesaid categories of persons/entities.
8. DURIAN-i Account is not protected by Perbadanan Insurans Deposit Malaysia (PIDM).

Campaign Mechanics

9. The Eligible Customers may participate in this Campaign and stand to win the prizes offered by earning “Entries” in the manner set out below: -

Table 1: Campaign Mechanics

Category	Eligible Transaction	Number of Entries
Quarterly Prize (Q1 2024, Q2 2024, Q3 2024 and Q4 2024)	Every incremental of RM100 average balances for the Quarter	1
	Additional: At least 6 x CIMB Debit Card transaction for the Quarter	3
	Additional: At least 6 x CIMB Octo App transaction for the Quarter	3
	Additional: Transact at least two (2) (min of RM50) payment to charitable or zakat bodies as per Clause 11 (e) for the Quarter	3
	Additional: New CIMB@Work (“CAW”) Customer and minimum salary of RM3,000 per month	6
Year End Prize (Grand Prize, 1 st Prize, 2 nd Prize)	Maintain a minimum of RM5,000 average balance for the year	Entry Requirement
	Additional: Every incremental of RM5,000 average balances for the Year	1

Illustrations for entries calculation for Quarterly and Year End Prize:

Table 2: Illustrations for Entries Calculation

Illustration 1: Eligible Customer A who opened a new DURIAN-i Account in February 2024

Quarterly Prize entries illustrated for Q1 2024 and Q2 2024

Month	Average Balance for the month (RM)	No. of Debit Card Trx	No. of Octo App Trx	No. of Zakat/Charity Trx (min RM50)	New CAW Customer with min salary of RM3,000/month	Quarterly Entries Illustrated	Total Quarterly Entries
February	700	4	2	2	Y	Average Balance for Q1 2024: (RM700 + RM900)/ 2 months = RM800	Q1 2024: 23
						Entries for Incremental RM100 Average Balance for the Quarter: RM800/RM100 = 8 entries	
March	900	3	7	2	7 Debit Card Transactions = 3 entries		
					9 Octo App Transactions = 3 entries		
					4 Zakat/Charity Transactions = 3 entries		
					New CAW customer with min salary of RM3,000 = 6 entries		
April	1,500	3	4	0	-	Average Balance for Q2 2024: (RM1,500 + RM1,000 + RM1,200) / 3 months = RM3,700	Q2 2024: 32
						Entries for Incremental RM100 Average Balance for the Quarter: (RM3,700 - RM800)/RM100 = 29 entries	
May	1,000	1	2	0		5 Debit Card Transactions = 0	
						9 Octo App Transactions = 3 entries	
June	1,200	1	3	0		0 Zakat/Charity Transactions = 0	
						New CAW customer with min salary of RM3,000 = 0	

Year End Prize

Month	Average Balance for the month (RM)	Maintain a minimum of RM5,000 average balance for the Year	Entries for Incremental Average Balance for the Year	Total Year End Entries
February	700	Average Balance for the Year: (RM700 + RM900 + RM1,500 + RM1,000 + RM1,200 + RM6,000 + RM7,000 + RM8,000 + RM10,000 + RM12,000 + RM15,000) / 11 months = RM5,754 Entry Requirement = Y	Entries for Incremental RM5,000 Average Balance for the Year: RM5,754 / RM5,000 = 1 entry	1
March	900			
April	1,500			
May	1,000			
June	1,200			
July	6,000			
August	7,000			
September	8,000			
October	10,000			
November	12,000			
December	15,000			

Illustration 2: Eligible Customer B is an existing customer who opened DURIAN-i Account in August 2023

Quarterly Prize entries illustrated for Q1 2024 and Q2 2024

Month	Average Balance for the month (RM)	No. of Debit Card Trx	No. of Octo App Trx	No. of Zakat/Charity Trx (min RM50)	New CAW Customer with min salary of RM3,000/month	Quarterly Entries Illustrated	Total Quarterly Entries
January	6,000	2	1	0	-	Average Balance for Q1 2024: (RM6,000 + RM8,000 + RM10,000)/ 3 months = RM8,000	Q1 2024: 86
February	8,000	4	2	1		9 Debit Card Transactions = 3 entries	
March	10,000	3	2	1		5 Octo App Transactions = 0	
						2 Zakat/Charity Transactions = 3 entries	
					New CAW Customer with min salary of RM3,000/month = 0		
April	12,000	3	6	0	Y	Average Balance for Q2 2024: (RM12,000 + RM15,000 + RM20,000)/ 3 months = RM15,666	Q2 2024: 85
						Entries for Incremental Average Balance for the Quarter: (RM15,666 - RM8,000)/RM100 = 76 entries	
						5 Debit Card Transactions = 0	
May	15,000	1	2	1		11 Octo App Transactions = 3 entries	
					1 Zakat/Charity Transactions = 0		
June	20,000	1	3	0	New CAW Customer with min salary of RM3,000/month = 6 entries		

Year End Prize

Month	Average Balance for the month (RM)	Maintain a minimum of RM5,000 average balance for the Year	Entries for Incremental Average Balance for the Year	Total Year End Entries
January	6,000	Average Balance for the Year: (RM6,000 + RM8,000 + RM10,000+ RM12,000 + RM15,000 + RM20,000 + RM25,000 + RM30,000 + RM35,000 + RM40,000 + RM45,000 + RM50,000) / 12 months = RM24,666 Entry Requirement = Y	Entries for Incremental Average Balance for the Year: RM24,666/ RM5,000 = 4 entries	4
February	8,000			
March	10,000			
April	12,000			
May	15,000			
June	20,000			
July	25,000			
August	30,000			
September	35,000			
October	40,000			
November	45,000			
December	50,000			

Illustration 3: Eligible Customer C opened a new DURIAN-i Account in July 2024

Quarterly Prize entries illustrated for Q3 2024 and Q4 2024

Month	Average Balance for the month (RM)	No. of Debit Card Trx	No. of Octo App Trx	No. of Zakat/ Charity Trx (min RM50)	New CAW Customer with min salary of RM3,000/month	Quarterly Entries Illustrated	Total Quarterly Entries
July	600	1	1	0	-	Average Balance for Q3 2024: (RM600 + RM800 + RM900)/ 3 months = RM767 Entries for Incremental Average Balance for the Quarter: RM767/RM100 = 7 entries	Q3 2024: 7
August	800	2	2	0		4 Debit Card Transactions = 0	
September	900	1	2	0		5 Octo App Transactions = 0	
						0 Zakat/Charity Transactions = 0	
						New CAW Customer with min salary of RM3,000/month = 0	
October	1,200	3	2	0	-	Average Balance for Q4 2024: (RM1,200 + RM1,500 + RM2,000)/ 3 months = RM1,566 Entries for Incremental Average Balance for the Quarter: (RM1,566 - RM767)/RM100 = 7 entries	Q4 2024: 13
November	1,500	3	1	0		9 Debit Card Transactions = 3 entries	
						4 Octo App Transactions = 0	
December	2,000	3	1	4		4 Zakat/Charity Transactions = 3 entries	
						New CAW Customer with min salary of RM3,000/month = 0	

Year End Prize

Month	Average Balance for the month (RM)	Maintain a minimum of RM5,000 average balance for the Year	Entries for Incremental Average Balance for the Year	Total Year End Entries
July	600	Average Balance for the Year: (RM600 + RM800 + RM900 + RM1,200 + RM1,500 + RM2,000) / 6 months = RM1,166 Entry Requirement = N	0	0
August	800			
September	900			
October	1,200			
November	1,500			
December	2,000			

10. All entries earned during the Quarter will only be taken into account during that relevant Quarter and cannot be brought forward to the next Quarter.

11. For the purposes of this campaign:

- (a) **“Average Balances for the Quarter”** means the total eligible month-end average balance of the Eligible Customer’s DURIAN-i Account in the quarter divided by total number of eligible months in the quarter.

For example:

On 1st January 2024, Eligible Customer D opened DURIAN-i account and placed RM500. Eligible Customer D maintains the same amount daily until 31st January 2024.

January 2024	
Total daily day-end balances for January 2024:	RM500 X 31 days = RM15,500
Total number of days in January 2024:	31 days
Average Balances for January 2024:	RM15,500 / 31 = RM500

On 1st February 2024, Eligible Customer D placed RM1,000 and maintains the same amount daily until 29th February 2024.

February 2024	
Total daily day-end balances for February 2024:	RM1,000 X 29 days = RM29,000
Total number of days in February 2024:	29 days
Average Balances for February 2024:	RM29,000 / 29 = RM1,000

On 1st March 2024, Eligible Customer D placed RM1,500 and maintains the same amount daily until 31st March 2024.

March 2024	
Total daily day-end balances for March 2024:	RM1,500 X 31 days = RM46,500
Total number of days in March 2024:	31 days
Average Balances for March 2024:	RM46,500 / 31 = RM1,500

Average Balance for the Quarter:

Q1 2024	
Total month end average balances in Q1 2024 (January, February and March 2024)	RM500 + RM1,000 + RM1,500 = RM3,000
Total number of months in Q1 2024:	3 months
Average Balances for Q1 2024:	RM3,000 / 3 months = RM1,000

In this case, Eligible Customer D will receive 10 entries to stand a chance in winning Q1 2024 Quarterly Prizes.

- (b) **“Average Balances for the Year”** means the total average balance for all eligible months of the year of the Eligible Customer’s DURIAN-i Account divided by total number of eligible months of the year.

For example:

On 1st April 2024, Eligible Customer E maintains RM18,000 average balances every month until 31st December 2024.

April 2024 to December 2024	
Total average balance for all eligible months:	RM18,000 x 9 = RM162,000
Total number of eligible months of the year:	9 months
Average Balances for the year:	RM162,000 / 9 = RM18,000

In this case, Eligible Customer E is eligible to participate in the Year End Prize category and will receive 3 entries to stand a chance in winning Year End Prize.

- (c) **“Additional Entry”** for eligible **“Debit Card”** Transactions shall mean any local and overseas purchase transactions debited from DURIAN-i Account using the CIMB Debit Card for goods and services incurred for personal consumption.
- (d) **“Additional Entry”** for eligible **“Octo App”** Transaction shall include any of the following transactions from DURIAN-i performed via CIMB Octo app:
- i. Interbank Giro Transfers (IBG) / Instant Fund Transfer (IBFT) to third party account or own account;
 - ii. Bill Payment, i.e. any bill payment transaction made by the Eligible Customers including bill payment transaction via JomPAY and DuitNow. Any other electronic payments made via other online payment options including the FPX Online Payment Gateway shall not be treated as Bill Payment under this Campaign;
 - iii. Prepaid mobile reload / Touch ‘n Go reload and;
 - iv. Credit Card payment/ Financing payment (e.g. home, vehicle or personal financing payment).
- (e) **“Additional entry”** for **“Payment to charitable or zakat bodies”** shall be accorded to the Eligible Customer for minimum amount of RM50 debited from DURIAN-i Account to Charitable or Zakat bodies specify in Table 3.

Table 3: Additional Entry for Payment to Charitable and Zakat Bodies as at December 2023:

Fund Transfer Made via Octo App to Payee ID Listed Below:	Fund Transfer to Charitable and Zakat Bodies via Debit Card:
<ul style="list-style-type: none"> i. WWF Malaysia ii. MALAYSIAN NATURE SOCIETY iii. THE BUDIMAS CHARITABLE FOUNDATION iv. PERSATUAN MOBILITI PROJECT v. Perbadanan Wakaf Selangor vi. Yayasan Waqaf Malaysia vii. National Cancer Society Malaysia viii. National Council for the Blind ix. Islamic Relief x. Pusat Zakat Melaka xi. Pusat Urus Zakat Pulau Pinang xii. Lembaga Zakat Negeri Kedah Darul Aman xiii. Pusat Zakat Negeri Sembilan xiv. Zakat Negeri Perak xv. Zakat Negeri Perlis xvi. Pusat Zakat Sabah (MUIS) xvii. Lembaga Zakat Selangor (LZS) xviii. Pusat Zakat Wilayah xix. Pusat Kutipan Zakat Pahang 	<p>All transactions made to Merchant Category Codes (MCC) related to Charitable and Zakat Bodies.</p>

(f) **“Additional entry”** for “New CAW Customer and minimum salary of RM3,000 per month” shall be accorded to the Eligible Customer as below:

- i. Individuals aged 18 years and above who have newly qualified as a CIMB@ Work Customer AND who have either: -
 - a) newly opened a DURIAN-i in his/her sole name during the Campaign Period; or
 - b) an existing participating DURIAN-i in his/her sole name
- ii. Eligible Customer(s) must meet the minimum criteria as stipulated in Table 4 to be entitled to the additional entry offered under this Campaign: -

Table 4: Additional Entry for New CAW Customer with minimum salary of RM3,000 per month

Eligibility	Qualifying Criteria	Additional Entry Criteria
Eligible Customer(s) who is New to CIMB@Work	<ul style="list-style-type: none"> i) Customer(s) opens his/her new DURIAN-i ii) Customer(s) switches his/her salary(ies) to the new DURIAN-i; and iii) Customer(s) is qualified as new CIMB@Work Employee 	Crediting monthly net salary(ies) of at least RM3,000 to DURIAN-i commencing on CIMB@Work Tagging Month

- iii. The Eligible Customer(s)’ salary payment must be credited to his/her DURIAN-i via BizChannel@CIMB or any other payment channel as may be permitted by CIMB.

12. CIMB's determination as to what constitutes an Eligible Transaction shall be final, binding and conclusive. Eligible Customer must earn entry(ies) from "**Average Balances for the Quarter/Year**" first to be eligible for "**Additional entry**".

Winner Selection Process

13. The award of the Prizes ("**Prizes**") offered under this Campaign shall be as follows: -

Table 5: Fulfilment of Prizes

Prizes	Winner Selection Schedule	Fulfilment Period
Quarterly Prize	Within twelve (12) weeks from the last day of each Campaign Quarter	Within six (6) to eight (8) weeks from the announcement of Winners.
Year End Prize	Within twelve (12) weeks from 31 December 2024	

14. CIMB's automated selection system will shortlist potential winners from the pool of Eligible Customers ("**Potential Winners**") and the Prizes will be fulfilled within the time period specified in the Winner Selection Schedule column set out in Table 5 at Clause 13 above. The higher the number of Entries earned by the Eligible Customer, the higher the Eligible Customers' chances of being shortlisted as a Potential Winner.
15. Selection of Winners process are detailed out as per the following:

Quarterly Prize Winners

- For each Campaign Quarter, Potential Winners will be shortlisted based on the eligibility (as define under Clauses 4, 5, 6 and 7 above) and the total entries earned by the Eligible Customers throughout each Campaign Quarter within twelve (12) weeks from the last day of the Campaign Quarter to be in the running to win Quarterly Prize ("**Potential Quarterly Winners**").
- Upon being shortlisted, each of the Potential Quarterly Prize Winners will be contacted by CIMB via SMS at their registered mobile number. The contacted Potential Quarterly Prize Winners will be required to answer one (1) question correctly by replying to the said SMS in the fastest time within a period prescribed in the said SMS.
- Depending on the Quarterly Prize number of winners, Potential Quarterly Prize Winners who respond with the correct answer within the fastest time as recorded by CIMB's system (up to the number of winners of the Quarterly Prize), will be declared as the "**Quarterly Winners**".

Year End Prize Winners

- Potential Winners will be shortlisted based on the eligibility (as define under Clauses 4, 5, 6 and 7 above) and the total entries earned by the Eligible Customers throughout the Campaign Period within twelve (12) weeks from 31 December 2024, to be in the running to win the Year End Prize ("**Potential Year End Prize Winners**").
- Upon being shortlisted, each of the Potential Year End Prize Winners will be contacted by CIMB via SMS at their registered mobile number. The contacted Potential Year End Prize Winners will be

- required to answer one (1) question correctly by replying to the said SMS in the fastest time within a period prescribed in the said SMS.
- c) The first three (3) Potential Year End Prize Winners who respond with the correct answer within the fastest time as recorded by CIMB's system will be declared as the **"Year End Prize Winners"**.
16. The Quarterly Prize Winners and Year End Prize Winners (hereinafter collectively be referred to as the **"Winners"**) will be notified by CIMB via SMS or publication on CIMB's website.
17. Notwithstanding the above, CIMB is entitled to at its discretion end the selection process stated herein even if there is insufficient number of Winners after the selection process.

Campaign Prize

18. Prizes offered to the Winners will be published on CIMB website (www.cimb.com.my). CIMB has the right to replace the prize for any item at its discretion of equivalent value depending on the stock availability at the point of time.
19. Each Eligible Customer shall only be entitled to win maximum one (1) Year End Prize and one (1) Quarterly Prize every three (3) months throughout the Campaign Period.
20. The cash prizes will be credited into the Winners' DURIAN-i Account.
21. All claim for non-cash prizes must be made within twelve (12) months from the date of Winners' announcement.
22. The following terms and conditions shall apply for the Prizes:
- (a) Images of the Prizes shown in any marketing and/or advertisement collateral are for visual or illustration purposes only and the colour/ design may vary from the actual Prizes received. CIMB may substitute the Prizes with other item(s) of similar value and when CIMB does so, CIMB will let the Winners know.
 - (b) The Winners are not allowed to choose or change the colour or model of the Prizes.
 - (c) To the extent permitted by law, CIMB disclaims any representations, warranties or endorsement, implied or express, written or oral, of the Prizes.
 - (d) The Prizes is provided by the relevant vendor(s) under such terms and conditions as determined by the vendor(s) and therefore CIMB shall not be liable 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 of any party including third party) in connection with the Prizes.
 - (e) All risks, loss or damage associated with the redemption or use of the Prizes shall be assumed by the Winners.
 - (f) The use and access of the Prizes are subject to the terms and conditions of the vendor, manufacturer or supplier. The Winners shall refer to the vendor, manufacturer or supplier of the Prizes for any complaint relating to the Prize.

- (g) The Winners acknowledge and accept that the Prizes has not been certified by CIMB and therefore the inclusion of the Prizes shall not be construed as an endorsement or recommendation of the same by CIMB.
- (h) CIMB's liability with regards to the Prizes is only to pay for the price of the same to the vendor/provider.
- (i) The Winners shall be solely responsible for the following as a result of receipt of the Prizes:
 - (i) any tax filing obligation or any tax payment due to any authority; and
 - (ii) to seek independent advice on the possible implications on his/her own financial situation.
- (j) Winners shall ensure that their telephone number and/or email address and/or mailing address provided are current and updated with CIMB.
- (k) The notification and/or delivery of the Prizes by CIMB/vendor/provider will be based on the Winners' telephone number and mailing address in Malaysia maintained with CIMB.
- (l) The delivery of the Prizes is only valid for mailing addresses that are based within Malaysia, and will not be valid for mailing address outside Malaysia and P.O. Box address.
- (m) Winners with mailing address outside Malaysia will need to provide a mailing address that is based in Malaysia, or collect the Prizes from a CIMB Bank branch.
- (n) Winners who are entitled to the Prizes but do not have a mailing address in Malaysia, must contact CIMB Customer Service officer at telephone number 03-6204 7788 to notify CIMB for any of the following options:
 - (i) collection of the Prizes from a CIMB Bank branch; or
 - (ii) delivery of the Prizes to a given mailing address in Malaysia; or
 - (iii) delivery of the Prizes to a given address office address in Malaysia.
- (o) CIMB shall not be responsible to the Winners for any loss (including loss of opportunity and consequential loss flowing there from) suffered or for any failure to fulfil the delivery of the Prizes in the event the Winners' telephone number and/or mailing address in CIMB's record is not current or correct.
- (p) To collect the Prizes, CIMB may require the Winners to provide certain documents for verification purpose. If the Winner are sending a representative, the Winner must provide a written authorisation.
- (q) By participating in the Campaign, the Winner authorises CIMB to publish and/or display materials and/or information, including but not limited to the name, last four digits of their telephone number, photos and city of residence of the Winner without compensation in the announcement of the Winner of this Campaign or for advertising and publicity purposes in the manner it deems appropriate ("Publication Rights").
- (r) If the Winner objects to CIMB's Publication Rights after participating in the Campaign, CIMB shall have the right to forfeit the Prizes and select another Winner.
- (s) CIMB shall have the right to forfeit the Prizes and/or select another Winner if the Winner fails to attend the prize-giving ceremony and/or participate other related events required by CIMB.

- (t) The Winner is solely responsible to ensure his/her phone number and/or email address and/or mailing address (“Contact Details”) given to CIMB is/are current and updated.
 - (u) CIMB shall have the right to forfeit the Prizes if the Winners’ Contact Details maintained in the CIMB’s record are invalid and/or not updated.
 - (v) Winners of this Campaign hereby agree that CIMB may disclose their Contact Details to the vendor for fulfilment and/or registration of the Prizes.
23. Any request from the Winners who are entitled to the Prizes to credit the Prizes to their other CIMB accounts or any other accounts maintained with other financial institutions or any third party’s accounts, exchange the Prizes for cash or a different prize or reward of similar value or any other alternatives whatsoever is not allowed.

General Terms and Conditions

24. The Eligible Customer 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 Customer 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 shall be final, binding and conclusive; and
 - f) agree that CIMB shall not be liable or held responsible to the Eligible Customer if CIMB is unable to perform in whole or in part 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 which is beyond CIMB’s reasonable control.
25. The Eligible Customer will be disqualified from participating in the Campaign and/or the Prize will be forfeited if, during the Campaign Period and/or before the crediting/delivery of the Prize:
- a) The Eligible Customer’s DURIAN-i Account are in breach of the terms and conditions governing the DURIAN-i Account;
 - b) The Eligible Customer’s DURIAN-i Account 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 Eligible Customer’s DURIAN-i Account is delinquent, invalid or cancelled by the Eligible Customers or CIMB.

26. CIMB shall have the right to disqualify any Eligible Customer that it determines to be:
- a) tampering with the entry/participation/application process; and/or
 - b) acting in breach of these Terms and Conditions.
27. 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 Customer 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 Customer for any losses, damages, costs or expenses as may be suffered or incurred by the Eligible Customer as a direct or indirect result of any cancellation, suspension, shortening or extension of the Campaign.

28. CIMB shall not be liable to any Eligible Customer 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:
- a) The Eligible Customer's participation or non-participation in the Campaign; and/or
 - b) Any non-receipt or delayed receipt by the Eligible Customer of the Short Message Service ("**SMS**")

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

29. 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 Customer 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 Customer 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 Customer about these changes as soon as possible.

30. Eligible Customer 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.

31. CIMB will not be liable to the Eligible Customer for any losses, costs or damages suffered or incurred by the Eligible Customer as a direct or an indirect result of the Amendment.

32. The Eligible Customer 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 Customer:
- a) participation in the Campaign; and/or
 - b) receipt, redemption or use of the Prize; and/or
 - c) breach or failure to comply with these Terms and Conditions
33. 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.
34. 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.
35. 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.
36. The Eligible Customer agree that they will be responsible for any taxes, government fees or any other charges in relation to this Campaign.
37. a) Eligible Customer 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:** Customer Resolution Unit, PO Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan
Telephone No.: +603 6204 7788
Email address: CRU@cimb.com
- b) CIMB may change the above contact details by notifying the Eligible Customer by way of announcement at CIMB's website or by any other means of notification which CIMB Bank may select.