



TERMS AND CONDITIONS CIMB NEW-TO-CASA REWARD FOR TNG STAFF CAMPAIGN 2023

1. The "CIMB New-to-CASA Reward for TNG Staff Campaign 2023" ("Campaign") is jointly organized by CIMB Bank Berhad (Registration No.: 197201001799) ("CIMB Bank") and CIMB Islamic Bank Berhad (Registration No.: 200401032872) ("CIMB Islamic"). Both CIMB Bank and CIMB Islamic shall collectively be referred to as "CIMB".

Campaign Period

- 2. This Campaign shall run from **14 November 2023** to **14 May 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

- 4. Subject to the Terms and Conditions herein, this Campaign is open to:
 - i. Staffs of Touch 'n Go Sdn Bhd or TNG Digital Sdn Bhd or TNG Digital Remittance Sdn Bhd ("TNG"); and
 - ii. Must not have a CIMB Current Account/-i and/or Savings Account/-i ("CASA/-i") in his/her sole name prior to the Campaign Period ("New-to-CASA").

(collectively referred to as "Eligible Customer(s)").

- 5. The following categories of persons/entities shall **NOT** be eligible to participate in this Campaign:
 - i. 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; and/or
 - ii. Individuals below the age of eighteen (18) years old at the time of application; and/or
 - iii. Individuals who are not of Malaysian nationality; and/or
 - iv. Individuals who have a CIMB CASA/-i in his/her sole name prior to Campaign Period ("Existing-to-CASA"); and/or
 - v. Customers who have been declared as a bankrupt or have been wound up or otherwise have bankruptcy or winding-up proceedings of any nature instituted against them; and/or
 - vi. Any individual who has committed or suspected of committing any misconduct, fraudulent or wrongful acts in relation to their Card account(s), any facility, service or accommodation granted by CIMB.





- 6. The Eligible Customer(s) must also comply with the prevailing terms and conditions governing the following products while participating in this Campaign (whichever is applicable):
 - i. CIMB Clicks;
 - ii. CIMB OCTO App;
 - iii. CIMB CASA/-i;
 - iv. CIMB Apply App;
 - v. CIMB Debit Mastercard;
 - vi. CIMB Fully Online Account Opening.

(collectively referred to as the "Prevailing Terms and Conditions").

- 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 listed in Clause 5 hereof.
- 8. If the Eligible Customer is concurrently a participant in any other ongoing CASA/-i campaigns or promotional schemes organized by CIMB, the Eligible Customer shall only be eligible to be declared as winner or recipient of rewards and/or prizes under one of any such campaigns or promotional schemes. CIMB reserves the sole right and discretion to decide which campaigns or promotional schemes is applicable to the relevant Eligible Customer without notice.

Qualifying Criteria

- 9. In order to be qualified to the Reward defined in Clause 11 hereof, the Eligible Customer must successfully open either one of the following accounts ("Participating Account") in his/her sole name during the Campaign Period:
 - i. AirAsia Savers Account;
 - ii. Regular Savings Account;
 - iii. EcoSave Savings Account-i;
 - iv. Preferred Savings Account-i;
 - v. Basic Savings Account with Annual Fee;
 - vi. Basic Savings Account without Annual Fee;
 - vii. Basic Savings Account-i with Annual Fee;
 - viii. Basic Savings Account-i without Annual Fee;
 - ix. Preferred Current Account;
 - x. Preferred Current Account-i;
 - xi. Regular Current Account;
 - xii. Current Account-i;
 - xiii. Basic Current Account;
 - xiv. Basic Current Account-i;
 - xv. Prime Account.
- 10. For the avoidance of doubt, the Participating Account must be in sole/single account holder name only and joint account will not be eligible for this Campaign.





Campaign Reward & Fulfilment

- 11. The first fifty (50) Eligible Customers are entitled to 5,000 airasia points ("Reward") if he/she fulfils the Qualifying Criteria.
- 12. The total Campaign Reward allocated under this Campaign is capped at 250,000 airasia points which will be awarded on a first-come, first-served basis. CIMB reserves the right to change the duration of the Campaign Period in accordance with Clause 3 above depending on whether the Campaign Reward has been fully utilized.
- 13. The maximum Reward per Winner of this Campaign is 5,000 airasia points.
- 14. At the time of the receipt of the Reward pursuant to this Campaign, the Winner's Participating Account MUST NOT be dormant, terminated, closed, delinquent, and/or be invalid or cancelled, otherwise the Winner shall no longer be entitled to such Reward.
- 15. Upon CIMB's determination of the Winner's entitlement to the Reward, he/she will receive an exclusive points code ("Points Code").
- 16. CIMB will notify the Winner(s) via Short Message Service (SMS) or by any other means of notification which CIMB may select at its absolute discretion to the Winner's mobile number maintained in CIMB's record as follows:

| Participating Account(s) Opening Date on or before | airasia points Crediting Period |
|--|---|
| 31 January 2024 | Within ninety (90) calendar days from 1 February 2024 |
| 30 April 2024 | Within ninety (90) calendar days from 1 May 2024 |

- 17. The Points Code is only valid for redemption of airasia points in the airasia Superapp (iOS and Android) within 6 months from the Points Code issuance date ("Validity Period") and depending on issuance criteria attached to the Points Code as stated during issuance of the Points Code. Any Points Code not redeemed within the Validity Period shall expire upon expiry of the Validity Period.
- 18. To enable redemption of a Points Code, a valid Points Code must be entered at the relevant Points Code redemption page, Xchange in the airasia Superapp.
- 19. Winner(s) can only redeem any Points Code once.
- 20. The Points Code is non-refundable, non-exchangeable, non-transferable and not redeemable for money or money's worth products and services and can only be redeemed for airasia points.
- 21. The Winner(s) is responsible for ensuring his/her mobile number and/or email address maintained in CIMB's record are current and updated. CIMB shall not be responsible to the Winner(s) for any loss (including loss of opportunity and consequential loss arising therefrom) suffered or incurred, including the loss for any failure to fulfil the Reward if his/her mobile number and/or email address in CIMB's record are not current or updated.





- 22. CIMB's determination as to whether a Winner is entitled to the Reward shall be final, binding and conclusive.
- 23. BIGLIFE Sdn. Bhd ("BL") reserves the right to cancel or modify the Points Code(s) issued, or revoke the use of the Points Code(s) for any reason, including due to:
 - i. suspicious or fraudulent activity related to the usage of the Points Code(s);
 - Points Code(s) abuse, including the use of multiple airasia membership accounts or multiple redemption associated with the same Points Code or group of airasia members;
 - iii. Points Code(s) used in bad faith as determined by BL.
- 24. The airasia points may only be used towards redemptions of merchandise, travel or other forms of goods or services ("airasia rewards") which are made available by BL and/or any other third parties under the airasia rewards Programme. The airasia points, airasia account and/or the airasia rewards shall be subject to BL's terms and conditions which may be viewed at https://www.airasia.com/rewards/en/gb ("airasia rewards website"). The airasia points shall not be transferable nor exchangeable for cash.
- 25. CIMB shall not be responsible for airasia rewards redeemed under the airasia rewards Programme or for any death or injury, loss or consequential loss or damage arising from the receipt of any airasia rewards or for the loss, theft or destruction of any airasia rewards.
- 26. CIMB gives no warranty (whether express or implied) whatsoever with respect to airasia rewards provided by BL or any other third parties. airasia rewards will normally come with warranties from the supplier or manufacturer of the airasia rewards and any claims in respect of those airasia rewards should be made with those suppliers or manufacturers. In particular, CIMB does not represent that any particular airasia reward is suitable for the Winner(s)' use or purpose.
- 27. The validity period of the airasia points shall be governed by the terms and conditions governing the airasia rewards Programme operated by BL, which may be varied or amended at the sole discretion of BL from time to time, further details of which can be found at the airasia rewards website. Notwithstanding the standard validity period of airasia points as stipulated within the airasia rewards terms and conditions which can be found at www.airasia.com/rewards, the airasia points earned through this Campaign are only valid for a period of twenty four (24) months from the date such airasia points are redeemed into the Winner's airasia member account. Any airasia points not utilised within its validity period will lapse without notice or liability. The Winner(s) shall bear the loss suffered on the Winner's unredeemed airasia points. CIMB will not be able to assist the Winner(s) to get any money or credits back from BL for these unredeemed airasia points.
- 28. CIMB reserves the right without having to assign any reason to the Eligible Customer to suspend indefinitely, cancel and/or terminate the Campaign upon giving at least seven (7) calendar days' prior notice. For the avoidance of doubt, the suspension, cancellation and/or termination of the Campaign shall not entitle the Eligible Customers or any other persons whatsoever to any claim or compensation against CIMB and BL for any losses or damages suffered or incurred as a direct or indirect result of the said act of suspension, cancellation or termination. CIMB shall also not be liable or responsible under any circumstances in the event BL retracts or revokes any benefits or offers made under the airasia rewards Programme.





- 29. Request for redemption of the airasia points, any enquiries or dispute relating to the airasia points, the airasia rewards and/or Winner's airasia account shall be communicated directly by the Winner(s) to BL through the airasia rewards website. CIMB shall not be responsible for resolving such disputes or be held liable in respect of any claims whatsoever which may arise from such disputes. CIMB shall not be responsible or held liable for any delay, inability or negligence on the part of BL to perform any of its obligations in relation to the airasia points, airasia account or airasia rewards which are redeemed or received by the Winner(s).
- 30. CIMB shall not be responsible or liable in any way whatsoever and shall not under any circumstances be required to reimburse any monies to the Winner(s) for airasia points awarded under the Campaign but which are cancelled or deducted from the airasia account as a result of termination of the airasia rewards Programme.
- 31. CIMB may substitute the Reward with other item(s) of similar value and when CIMB does so, CIMB will let the Eligible Customer(s) know.
- 32. All risks, loss or damage associated with the redemption or use of the Reward shall be assumed by the Eligible Customer(s).
- 33. These terms and conditions shall be read together with the terms and conditions governing the airasia rewards Programme. In the event of any discrepancy or inconsistency between these terms and conditions and/or the terms and conditions governing the Campaign as contained in any advertising or marketing materials or brochures, it is hereby agreed that these terms and conditions shall prevail in relation to matters relating to or concerning the Campaign.
- 34. CIMB reserves the right to approve or reject information submitted at the website without assigning any reason.
- 35. CIMB will not be responsible for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected application of the Participating Account 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 wilful default.
- 36. CIMB CASA/-i is protected by PIDM up to RM250,000 for each depositor.

General Terms and Conditions

- 37. The Eligible Customer agrees that by participating in the Campaign, he/she:
 - i. is required to read and understand these Terms and Conditions;
 - ii. has accessed, read and confirm his/her agreement to these Terms and Conditions;
 - iii. confirm that the key contract terms affecting his/her obligations has been adequately explained to him/her;
 - iv. consents to CIMB processing and disclosing his/her 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;
 - v. agrees that all decisions reasonably made by CIMB in relation to every aspect of this Campaign shall be final, binding and conclusive; and





- vi. agrees 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: -
 - the failure of any mechanical or electronic device, data processing system or transmission line;
 - electrical failure;
 - industrial dispute, war, strike or riot;
 - any act of God beyond CIMB's control; or
 - any factor in a nature of a force majeure which is beyond CIMB's reasonable control.
- 38. The Eligible Customer will be disqualified from participating in the Campaign and/or the Reward will be forfeited, if during the Campaign Period and/or before the crediting of the Reward: -
 - the Eligible Customer's Participating Account is closed or turns dormant during the Campaign Period and/or before the crediting of the Reward into the Eligible Customer's Participating Account;
 - ii. the Eligible Customer is in breach of the terms and conditions governing the Participating Account;
 - iii. the Eligible Customer's Participating 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
 - iv. the Eligible Customer's Participating Account is delinquent, invalid or cancelled by the Eligible Customer or CIMB.
- 39. CIMB shall have the right to disqualify any Eligible Customer that it determines to be:
 - tampering with the entry/participation/application process; and/or
 - ii. acting in breach of these Terms and Conditions.
- 40. 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: -
 - announcement at CIMB's website; and/or
 - notice at CIMB's branches; and/or
 - notice at CIMB's Currency Exchange counters; and/or
 - by any other means of notification which CIMB may select.
- 41. 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.
- 42. 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 the Eligible Customer's participation or non-participation in the Campaign, unless such loss or damage arises from and is caused directly by CIMB's gross negligence or wilful default.
- 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.
 - d) Eligible Customer agrees to access CIMB's website at regular intervals to view the terms and conditions of the Campaign and to ensure that he/she is kept up-to date with any variation to these Terms and Conditions.
- 44. CIMB will not be liable to the Eligible Customer for any losses, costs or or damages suffered or incurred by the Eligible Customer as a direct or an indirect result of the Amendment.
- 45. The Eligible Customer 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 Customer's:
 - i. participation in the Campaign; and/or
 - ii. receipt, redemption or use of the Reward; and/or
 - iii. breach or failure to comply with these Terms and Conditions.
- 46. These Terms and Conditions:
 - i. shall prevail over any provisions or representations contained in any other materials advertising the Campaign; and
 - ii. 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.
- 47. 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.
- 48. 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.
- 49. CIMB's website may contain links to other websites ("Third Party Links"). CIMB has no control over, and do not monitor or review the contents of the Third Party Links. If the Eligible Customer does click on the Third Party Links, the Eligible Customer understands that they are accessing the Third Party Links at their own risk and CIMB is not responsible for any losses the Eligible Customer may incur.





50. Eligible Customer(s) may contact CIMB's Customer Resolution Unit 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: <u>CRU@cimb.com</u>