

## **TERMS AND CONDITIONS**

### **CIMB e Credit Card Social Media Contest**

1. CIMB e Credit Card Social Media Contest (“the Contest”) is organised by CIMB Bank Berhad [Registration No. 197201001799 (13491-P)] (“CIMB Bank”).
2. Participation in the Contest implies the expressed and unreserved acceptance of the Contest, Competition Rules in all its stipulations as well as the laws and regulations applicable to the contests in force in Malaysia.

#### **Contest Period**

3. CIMB Bank reserves the right upon giving notice of not less than seven (7) calendar days to change the duration and/or the commencement and/or the expiry date of the Contest Period.

#### **Eligibility**

4. This Contest is open to all Malaysian residents aged eighteen (18) years old and above (“the Eligible Participants”).
5. The Eligible Participants’ Instagram profile must be public and abide by the contest mechanics stipulated in the Instagram post.
6. All submissions are required to be original.

#### **Prize fulfilment**

7. Winner(s) of the contest will be announced within eight (8) weeks after the end of Contest Period. Winners will be contacted via their IG account for identification and relevant contact details.
8. Non-cash prizes cannot be converted to cash and will be delivered to the respective winners.
9. Cash Prizes will be credited into the Winner’s CIMB current or savings account or CIMB Credit Card account. If the Winner has both CIMB current or savings account and CIMB Credit Card, the Prize will be credited into his/her CIMB Credit Card account. In the event the Winner does not have such as account upon being selected as a Winner, he or she will be required to open a new CIMB current or savings account or CIMB Credit Card account.

#### **General Terms and Conditions**

10. The Eligible Participants agree that by participating in this Contest, they:
  - a) have accessed, read and confirm their agreement to these Terms & Conditions;
  - b) consent to CIMB Bank processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice at [www.cimb.com.my](http://www.cimb.com.my);
  - c) agree that all decisions fairly and reasonably made by CIMB Bank in relation to every aspect of this Contest, including the Gift and the Prize to be given away and the determination of the Winner shall be final, binding and conclusive; and

- d) agree that CIMB Bank shall not be liable or held responsible to the Participants if CIMB Bank is unable to perform in whole or in part of any of its obligations in these Terms and Conditions attributable directly or indirectly to:
  - e) the failure of any mechanical or electronic device, data processing system or transmission line;
  - f) electrical failure;
  - g) industrial dispute, war, strike or riot;
  - h) any act of God beyond CIMB Bank's control; or
  - i) any factor in a nature of a force majeure which is beyond CIMB Bank's reasonable control.
11. The Eligible Participants will be disqualified from participating in the Contest and/or the Gift/Prize will be forfeited if, during the Contest Period and/or before the crediting of the Gift/Prize:
- a) The Eligible Participants are in breach of the terms and conditions governing the Contest; The Contest is terminated or closed or be made subject to any attachment, adverse orders made by the Court or any authorities sanctioned by laws; or
  - b) The Contest is invalid or cancelled by CIMB Bank.
12. CIMB Bank shall have the right to disqualify any Eligible Participants that it determines to be not meeting the stipulated entry/participation/application process; found to be making unoriginal submissions; and/or acting in breach of these Terms and Conditions.
13. CIMB Bank shall have the right to:
- a) use submissions by the Eligible Participants for CIMB's own commercial use including but not limited to marketing, promotions and merchandise purposes;
  - b) substitute the Gift/Prize with other item(s) of similar cost; and/or
  - c) extend, shorten, discontinue, cancel, terminate or suspend the Contest
- by giving seven (7) calendar days' prior notice to the Participants via announcement on CIMB Bank's website.
14. For avoidance of doubt, CIMB Bank shall not be liable to the Participants for any losses, damages, costs or expenses as may be suffered or incurred by the Participants as a direct or indirect result of any Gift/Prize substitution and/or any cancellation, suspension, shortening or extension of the Contest.
15. CIMB Bank shall not be liable to any Participants 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 the Eligible Participants' participation or non-participation in the Contest unless such loss or damage arises from and is caused directly by CIMB Bank's gross negligence or wilful default.
16. The Eligible Participants shall fully indemnify and keep CIMB Bank indemnified against any fee, cost, charge, expense, loss, damage or liability which CIMB Bank may incur as a result of:
- a) the Eligible Participants' participation in the Contest; and/or
  - b) the Eligible Participants' receipt, redemption or use of the Gift/Prize.

17. CIMB Bank shall have the right to vary, add, delete or amend any of these Terms and Conditions (“the Amendment”) by giving seven twenty-one (21) calendar days’ prior notice to the Participants via announcement at CIMB Bank’s website.
18. The Amendment shall be considered as binding on the Participants from such other date as may be specified by CIMB Bank in the notification.
19. The Eligible Participants agree to access CIMB Bank’s website at regular intervals to view the terms and conditions of the Contest and to ensure that they are kept up-to date with any variation to these Terms and Conditions.
20. CIMB Bank will not be liable to the Eligible Participants for any loss or damage suffered or incurred by the Eligible Participants as a direct or an indirect result of the Amendment.
21. These Terms and Conditions shall prevail over any provisions or representations contained in any other materials advertising the Contest.
22. These Terms and Conditions shall be subject to any prevailing laws, regulations and guidelines, directives, notices issued by Bank Negara Malaysia or any other body having supervisory authority over CIMB Bank from time to time.
23. The Eligible Participants may contact CIMB Bank’s Customer Resolution Unit (“CRU”) for any feedback and/or complaint in relation to this Contest via letter, phone call, fax and e-mail:  
Address: CIMB Bank Berhad, Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur,  
50710 Wilayah Persekutuan  
Telephone No: +603-6204 7788  
Email: [cru@cimb.com](mailto:cru@cimb.com)

CIMB Bank may change the above contact details by notifying the Eligible Participants by way of announcement at CIMB Bank’s website or by any other means of notification which CIMB Bank may select.