

## TERMS AND CONDITIONS

### CIMB e Credit Card iflix Campaign

1. The CIMB e Credit Card iflix Campaign (“**the Campaign**”) is jointly organised by CIMB Bank Berhad [Registration No: 197201001799 (13491-P)] (“**CIMB Bank**”) and iflix Sdn. Bhd. [Registration No: 201401028279 (1104365-A)] (“**iflix**”).

#### The Campaign Period

2. The Campaign shall run from 19 June 2020 to 30 September 2020, both dates inclusive (“**Campaign Period**”).
3. CIMB reserves the right upon giving notice of not less than fourteen (14) calendar days to change the duration and/or the commencement and/or the expiry dates of the Campaign Duration and/or Campaign Period.

#### Eligibility

4. This Campaign is open to CIMB principal credit cardholders who:
  - (a) apply for a CIMB e Credit Card issued by CIMB in Malaysia during the Campaign Period; and
  - (b) are existing or new iflix subscriber (“**Eligible Participant(s)**”). The CIMB e Credit Card of the Eligible Participants are hereinafter collectively referred to as the “**Eligible Credit Card**”.
5. This campaign is exclusively for CIMB e Credit Card cardholders and shall not apply to other CIMB credit cards. Only the principal cardholder of Eligible Participants (and not the supplementary cardholder) will be eligible to participate in this Campaign.

#### Campaign Mechanics and Conditions

6. The Eligible Participant(s) shall be entitled to a one (1) time redemption of three (3) months Complimentary iflix VIP Subscription (“**Welcome Gift**”) subject to the following Qualifying Criteria:
  - (a) The Eligible Participant(s) must submit an application for Eligible Credit Card during the Campaign Period and the application must be approved by 30 September 2020;
  - (b) The Eligible Participant(s) must make a retail spending with the Eligible Credit Card (as defined in clause no.7 herein) in any amount; and

- (c) The Eligible Participant(s) who is a non CIMB Clicks and CIMB Clicks Appuser must sign up for CIMB Clicks and download CIMB Clicks App within sixty (60) days from the Card Approval Date. For the avoidance of doubt, this Qualifying Criteria is not applicable to an Eligible Participant who is a CIMB Clicks and CIMB Clicks App user.

“Card Approval Date” shall mean the date as stated in the card carrier that is sent together with the CIMB credit card to the Applicant(s).

7. The retail spending for the Campaign shall include local and/or overseas retail spending charged to Eligible Participant’s Eligible Credit Card account within the sixty (60) days from the Card Approval Date (“Eligible Transaction”).
8. For the avoidance of doubt the following transactions are herein expressly excluded and shall not be treated as an Eligible Transaction(s):-
  - (a) Quasi Cash transactions – (example: betting and/or gaming transactions);
  - (b) Monthly installments under any installment payment facility provided by CIMB or any other financial institutions or funds transfer from other Financial Institutions;
  - (c) 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;
  - (d) Cash advance/withdrawal/deposit transactions; and
  - (e) Eligible Transaction which is subsequently cancelled or refunded, or any other disputed, unauthorized or fraudulent transactions.

Any determination by CIMB Bank as to what constitutes Eligible Transaction(s) shall be conclusive and shall not be challenged in any manner whatsoever unless the same appears as grossly unfair or unjust.

### Welcome Gift

9. The Welcome Gift will be sent in a form of digital voucher (“E Voucher”) to Eligible Participant’s who have fulfilled the Qualifying Criteria within seven (7) working days.
10. The Eligible Participants are required to turn on their CIMB Clicks Messenger notification to be notified and receive the E Voucher in CIMB Clicks App. Alternatively, the E Voucher can be retrieved from CIMB Insights as part of CIMB Clicks App.
11. Each Eligible Participant is entitled to receive one (1) E Voucher throughout the Campaign Period based on first come first served basis, subject to a maximum capping of twenty thousand (20,000) E Vouchers.
12. The Eligible Participants’ Eligible Credit Card account must be valid and must be in good standing as so determined by CIMB at its discretion to be eligible for participation during and after the Campaign and/or for winning of the Welcome Gift. If, at any time during the Campaign Period, the Eligible Participant cancels the Eligible Credit Card for any reason whatsoever, his/her participation in the Campaign becomes null and void with immediate effect.

13. The redemption period for the E Voucher is from 19 June 2020 until 31 December 2020 (“Redemption Period”). Unused E Voucher shall be deemed forfeited beginning 1 January 2021, and will not longer be valid for redemption.
14. The Eligible Participant may claim the E Voucher during the Redemption Period by doing the following:
  - (a) visit the web page [www.iflix.com](http://www.iflix.com); and
  - (b) Upon registering or logging in the account, enter the E Voucher code on “Redeem Voucher” for redemption.
15. The E Voucher is not convertible to cash and no replacement or refund will be provided for lost or stolen E Voucher.
16. The Eligible Participants shall be responsible to ensure that their mobile numbers and/or email address and/or mailing address provided are current and updated with CIMB Bank. The notification by CIMB Bank will be based on the Eligible Participants’ mobile number and/or email address and/or mailing address in Malaysia maintained with CIMB Bank.
17. CIMB Bank will not entertain any complaint(s) whatsoever in connection with the E Voucher and shall not be responsible or held liable in any manner whatsoever in respect of any technical failures or any kind of, intervention, interruptions and/ or electronic or human error in administration and/or processing of the transaction performed via CIMB Credit Card unless the same is due to the gross negligence or willful default of CIMB.
18. CIMB Bank accepts no responsibility for any tax implications that may arise from the E Voucher or the use thereof. Any tax filing obligation or any tax payment due to any authority as a result of receipt of the E Voucher remains the sole responsibility of the Eligible Participants. It is the responsibility of each Eligible Participant to seek independent advice on the possible implications this may have on his/her own financial situation.

## General Terms and Conditions

19. The Eligible Participants agree that by participating in the Campaign, they:
  - a) have accessed, read and confirm their agreement to these Terms and 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 Campaign, including the e voucher to be given away and determination of the Eligible Participants, shall be final, binding and conclusive; and
  - d) agree that CIMB Bank shall not be liable or held responsible to the Eligible 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:
    - (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 Bank 's control; or
- (v) any factor in a nature of a force majeure which is beyond CIMB Bank's reasonable control.

20. The Eligible Participants will be disqualified from participating in the Campaign and/or the E Voucher will be forfeited if, during the Campaign Period and/or before the redemption of the E Voucher :

- a) The Eligible Participants are in breach of the terms and conditions governing the CIMB e Credit Card;
- b) The Eligible Credit Credit Card 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 Credit Credit is delinquent, invalid or cancelled by the Eligible Participants or CIMB Bank.

21. CIMB Bank 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.

22. CIMB Bank shall have the right to:

- a) substitute the E Voucher with other item(s) of similar cost; and/or
- b) 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 Bank's website; and/or
- (ii) notice at CIMB Bank's branches; and/or
- (iii) by any other means of notification which CIMB Bank may select.

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

23. CIMB Bank 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”)

unless such loss or damage arises from and is caused directly by CIMB Bank’s gross negligence or wilful default.

24. a) CIMB Bank 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 Bank’s website; and/or
- (ii) notice at CIMB Bank’s branches; and/or
- (iii) advertisement in one newspaper of CIMB Bank’s choice; and/or
- (iv) by any other means of notification which CIMB Bank may select.

b) The Amendment shall be considered as binding on the Customers from the date as specified by CIMB Bank in the notification.

c) Customers agree to access CIMB Bank’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.

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

26. The Borrower shall fully indemnify and keep the Bank indemnified against any fee, cost, charge, expense, loss, damage or liability which the Bank may incur as a result of:

- a) the Customers’ participation in the Campaign; and/or
- b) the Customers’ receipt, redemption or use of the E Voucher.

27. 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 the Eligible Credit Card which shall apply in addition to these Terms and Conditions.

28. 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.

29. a) Eligible Participants may contact CIMB Bank’s Customer Resolution Unit (“CRU”) for any feedback and/or complaint in relation to this Campaign via letter, phone call, fax and email:

Address: : CIMB Bank Berhad / CIMB Islamic 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)

- b) CIMB Bank may change the above contact details by notifying the Eligible Participants/ Customers by way of announcement at CIMB Bank's website or by any other means of notification which CIMB Bank may select.