2022 Win2Travel Year End Cardwide Campaign for CIMB Credit Cards Terms and Conditions

 2022 Win2Travel Year End Cardwide Campaign for CIMB Credit Cards ("Campaign") is jointly organized by CIMB Bank Berhad 197201001799 (13491-P) ("CIMB Bank") and CIMB Islamic Bank Berhad 200401032872 (671380-H) ("CIMB Islamic"). CIMB Bank and/or CIMB Islamic shall herein collectively be referred to as ("CIMB").

The Campaign Period

- The Campaign shall run from <u>1st October 2022 31st January 2023</u>, both dates inclusive ("Campaign Period").
- 3. CIMB reserves the right upon giving adequate prior notice of fourteen (14) calendar days to change the duration and/or the commencement and/or expiry dates of the Campaign Period.

Eligibility

- 4. This Campaign is open exclusively to all CIMB principal or supplementary credit cardholders of the credit cards (except Platinum Business Card and Fuel Tanker Card) issued by CIMB in Malaysia, hereinafter collective referred to as "Eligible Participant(s)". The CIMB credit card account of the Eligible Participant(s) are hereinafter collectively referred to as the "Participating Credit Card Account(s)".
- 5. The following categories of persons shall NOT be eligible to participate in the Campaign: -
 - Permanent, contract and/or temporary staff or employees of *CIMB Group of Companies who are directly involved in organizing this Campaign or Senior Management of *CIMB Group of Companies and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or
 - ii) Representatives and/or agents (including advertising and promotion agents) of CIMB Group of Companies, 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); and/or

* CIMB Group of Companies means the groups of companies/legal entities of which CIMB Group Holdings Berhad, being the ultimate holding company of CIMB has a controlling interest, directly or indirectly, either by itself or through its subsidiaries.

6. There is no registration required. "Eligible Participant(s)" must: -

make retail spending transactions (as defined in Clause 8 herein) using their Participating Credit Card Account(s); and/or supplementary credit card(s) issued by CIMB in Malaysia.

Campaign Mechanics

7. In order to stand a chance to win the Daily and/or Weekly and/or Monthly and/or Grand Prize (as explained in Clauses 7 to 14 herein), the Eligible Participant(s) may do so by earning Qualifying Entry(s) by fulfilling the following qualifying criteria: -

Prizes Offered	Criteria
Daily Prize	(i) The Eligible Participant(s) can earn qualifying entries ("Qualifying Entry(s)") by performing any of the Eligible Transaction(s) set out in <i>Table A</i> during the participating weekly cycle.
Weekly Prize	 (i) The Eligible Participant(s) can earn qualifying entries ("Qualifying Entry(s)") by performing any of the Eligible Transaction(s) set out in <i>Table A</i> during the participating month
Monthly Prize	 (i) The Eligible Participant(s) can earn qualifying entries ("Qualifying Entry(s)") by performing any of the Eligible Transaction(s) set out in <i>Table A</i> during the participating month; AND (ii) Spend of at least RM1,000 on Retail Transaction(s) throughout the entire Campaign Month using his/her Participating Credit Card(s).
Grand Prize	 (i) The Eligible Participant(s) can earn qualifying entries ("Qualifying Entry(s)") by performing any of the Eligible Transaction(s) set out in <i>Table A</i> throughout the campaign period; AND (ii) Spend of at least RM10,000 on Retail Transaction(s) throughout the entire Campaign Period using his/her Participating Credit Card(s).

Table A: Eligible transactions

Eligible transaction(s)		Qualifying Entry (s)	Remarks
Every RM100 local currency s receipt (" Local Spend ")	pend in a single	1 Entry	"Qualifying Entry(s)" will enable the Eligible Participant(s) to stand
Every RM100 local spend in a CIMB 0% Easy Payment Plan *minimum spend & tenure va	("EPP Spend) *	5 Entries	to win the Weekly and/or Monthly Prize of the transacted Campaign Week and/or Month.
Every RM100 or its equivalent spend in a single receipt (" Ove	• •	10 Entries	All the Qualifying Entry(s) accumulated from each
Every RM100 retail spend in a single receipt ("Travel Spend") for the following categories:Spend CategoryEligible MCC(s)Airlines3000 - 3299, 4511Lodging – Hotels, Motels, Resorts3500 - 3999, 7011Travel agencies and tour operators, package tour operators4722, 4723Tourist attraction and exhibits7991		10 Entries	Campaign Week and Month will then be accumulated and the Eligible Participant(s) shall stand to win the Grand Prize as stated in Clause 16.
Every new principal credit card (excluding supplementary card of any amount.		100 Entries	

8. Local Spend, EPP Spend, Overseas Spend and/or Travel Spend as stated under Clause 7 herein shall collectively be referred to as ("Eligible Transactions").

- 9. For the avoidance of doubt the following transactions are herein expressly <u>excluded</u> and shall not be treated as an Eligible Transaction(s): -
 - (i) Cash advance/withdrawal/deposit transactions; and
 - Payment of annual fees or service charges, delivery charges, cash payments, card replacement fee, dispute charges, fraud charges or any other fees, charges or penalties whether imposed by CIMB or otherwise;
 - (iii) Any unposted, cancelled, void, disputed, refunded, fraudulent or unauthorised transactions;
 - (iv) Quasi Cash and gambling/betting transactions;
 - (v) Monthly instalments under any instalment payment facility provided by CIMB except CIMB 0% Easy Pay;
 - (vi) Standing instructions/auto-payment service;
- 10. Overseas Spend shall be converted to Ringgit Malaysia (RM) for the purpose of calculation and shall be based on CIMB's prevailing exchange rate. In the event where the purchase amount of the Overseas Spend has been converted to Ringgit Malaysia at the point of sales via Dynamic Currency Conversion (DCC), this form of transaction will be categorized as Local Spend. For the avoidance of doubt, a transaction shall be considered to be an Overseas Spend if the currency code in which the transaction was performed in is in any foreign currency excluding Ringgit Malaysia. Any determination by CIMB as to what constitutes Overseas Spend shall be conclusive and shall not be challenged in any manner whatsoever, save for manifest error.
- 11. Please refer to the example below for calculation of entries for the Eligible Transactions.

Eligible Participant	Eligible Transaction performed	Amount spent in a single receipt (RM)	No. of entries earned	Total no. of entries earned
A	Local Spend	100	1	1
В	Local Spend	100	1	6
	EPP Spend	100	5	_
	Local Spend	50	0	
	Overseas Spend	150	10	110
С	New Principal Credit Card Approved with first transaction	1	100	110
	Local Spend	25	0	
D	Travel Spend	30	0	0
	Overseas Spend	40	0	

Example: -

Total Transactions

12. (**"Total Transactions"**) shall be calculated based on the total consolidated (principal and supplementary/ies) credit card spending of the Eligible Participant(s). If the Eligible Participant(s) has multiple credit card accounts, the Total Transactions made on all of his/her Participating Credit Card Accounts including principal and supplementary credit card accounts shall be consolidated and not be viewed individually. Please refer to the example below.

Example:

Eligible Participant	Principal / supplementary credit card	Type of Total Transactions	Minimum amount spent in a single receipt (RM)	No. of entries earned	Total entries earned for Monthly and/or Grand Prizes
A	Principal	Local Spend	500	5	5
		Local Spend	150	1	
		Travel Spend	200	20	
В	Principal	Overseas Spend	500	25	146
		New Principal Credit Card Approved with first transaction	1	100	
		Local Spend	199	1	
с	Principal	Travel Spend	150	10	36
	C Principai	Overseas Spend	501	25	50
		Travel Spend	99	0	
		Local Spend	199	1	
		EPP Spend	300	15	
	Principal	New Principal Credit Card Approved with first transaction	10	100	
		Overseas Spend	501	50	
D		EPP	500	25	188
Suj	Supplementary 1	New Supplementary Credit Card Approved with first transaction	100	0	
		Local Spend	100	1	
	Supplementary 2	Local Spend	500	5	
		Local Spend	10	0	
E	Principal	Travel Spend	19	0	0
		Overseas Spend	49	0	

13. All Eligible Transaction(s) will be automatically tracked by CIMB for the purpose of meeting the Transaction Criteria 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 transaction records during the Campaign Period. Any determination by CIMB as to what constitutes Eligible Transactions shall

be conclusive and shall not be challenged in any manner whatsoever unless the same appears as grossly unfair or unjust.

- 14. As and when, Eligible Participant(s) who successfully perform an Eligible Transaction(s) of a minimum RM100 in a single receipt using their Participating Credit Card(s) may receive Clicks Messenger app, Short Message Service (SMS) and/or electronic direct mailer notification from CIMB. The number of Qualifying Entry(s) specified in the notification mentioned will be based on latest available Transaction Data in CIMB's system and may not be live data. "Transaction data" for the purposes of this clause refers CIMB Credit Card transactions.
- 15. CIMB shall not be responsible for any failure and/or error and/or delay in the transmission of evidence of Eligible Transaction(s) and/or posting of the Eligible Transaction(s) to the Eligible Participant(s)' Eligible Card's Accounts by VISA and/or MasterCard, merchant establishments and/or any other party unless the same is due to CIMB's wilful default or gross neglect.

Prizes

16. The prizes offered to Eligible Participant(s) with Participating Credit Card(s) are as follows: -

Prizes	Unit	Туре	Frequency	Total number of Prizes Offered
OctoTravel Vouchers, value at RM50k	1	Grand Prize	1 unit throughout the campaign period	
OctoTravel Vouchers, value at RM3k	40	Monthly Prize	10 units per month	
Samsonite Astra Spinner	34	Weekly	2 units per week	3,150
OctoTravel Vouchers, value at RM150	2,460	Daily	20 units per day	
Boost Stars, value at RM50	615	Daily	5 units per day	

- 17. For clarity, Eligible Participant(s) can win up to one (1) Grand Prize, one (1) Monthly Prize and one (1) Weekly Prize throughout the Campaign Period and/or one (1) Daily Prize per day throughout the Campaign Period.
- 18. The time period in which the Eligible Participant(s) must perform his/her Eligible Transaction(s) in accordance with Clause 7 above in order to stand to win the Grand, Weekly and/or Daily Prize(s) are as follows: -

Participating Campaign Period	No. of Grand Prize Winner
1 October 2022 to 31 January 2022	1 unit

Participating Month	Monthly Cycle	No. of Monthly Prize Winners
1	1 October to 31 October 2022	10
2	1 November to 30 November 2022	10
3	1 December to 31 December 2022	10
4	1 January to 31 January 2023	10

Participating Week	Weekly Cycle	No. of Weekly Prize Winners
1	1 October to 9 October 2022	2
2	10 October to 16 October 2022	2
3	17 October to 23 October 2022	2
4	24 October to 30 October 2022	2
5	31 October to 6 November 2022	2
6	7 November to 13 November 2022	2
7	14 November to 20 November 2022	2
8	21 November to 27 November 2022	2
9	28 November to 4 December 2022	2
10	5 December to 11 December 2022	2
11	12 December to 18 December 2022	2
12	19 December to 25 December 2022	2
13	26 December to 1 January 2023	2
14	2 January to 8 January 2023	2
15	9 January to 15 January 2023	2
16	16 January to 22 January 2023	2
17	23 January to 31 January 2023	2

Participating Campaign Period	No. of Daily Prize Winner per day
1 October 2022 to 31 January 2023	25

19. The Participating Credit Card Account(s) of the selected Eligible Participant(s) MUST be in good standing and MUST NOT be in breach of any of the terms and conditions of the CIMB Credit Card and/or delinquent, and/or be invalid or cancelled as otherwise they will be disqualified from participating in the Campaign.

Prizes Fulfilment Process

- 20. At the end of each Campaign Day, Week, Month and at the end of the Campaign Period, Eligible Participant(s) who has performed the Eligible Transaction(s) and fulfilled the criteria to earn Qualifying Entry(s) as stated in Clauses 7 to 10 above shall be randomly selected by CIMB's automated selection system. ("Potential Prize Winners").
- 21. The announcement of the Prize Winners (e.g. Name and masked IC Number) shall also be made on CIMB website and/or CIMB social media within sixteen (16 weeks) from the end of the Campaign.

22. Monthly Prize

i) Ten (10) Monthly Prize Winners will be randomly selected based on eligible entries and declared as ("**Monthly Prize Winner**") for each Campaign Day.

23. Weekly Prize

i) Top two (2) spender winners will be selected based on highest accumulative entries and will be declared as the ("Weekly Prize Winner") for each Campaign Week.

24. Daily Prize

i) Twenty-five (25) Daily Prize Winners will be randomly selected based on eligible entries and declared as ("**Daily Prize Winner**") for each Campaign Day.

25. Grand Prize

- i) Eligible Participant(s) whom is a staff from CIMB Group of Companies will not be eligible to participate for the Grand Prize.
- ii) Ten (10) Potential Prize Winners will be shortlisted at the end of Campaign Period ("**Potential Grand Prize Winner**")
- iii) The Potential Grand Prize Winners will be contacted by CIMB via telephone at his/her mobile number maintained in CIMB's records within sixteen (16) weeks from the end of the Campaign Period and shall be required to answer two (2) questions correctly in order to be declared as the "Grand Prize Winner".
- iv) If the first attempt to contact the Potential Grand Prize Winner fails, due to reasons such as there being no answer, the Potential Grand Prize Winner's telephone number is not in service, the lack of, no connection or for any other reasons whatsoever, a further two (2) attempts will be made to call the said Potential Grand Prize Winner at the same mobile number. Where the third attempt is unsuccessful, such Potential Grand Prize Winner shall be disqualified and will not be entitled to win the Grand Prize and the next Potential Grand Prize Winner who answers both questions correctly will be declared as the Grand Prize Winner.
- In the event that a Potential Grand Prize Winner requests CIMB returns the call at a later time, the maximum time frame that the Potential Grand Prize Winner may request for is one (1) hour later.
- vi) CIMB reserves the right to record these telephone conversations.
- vii) CIMB has the sole discretion to fix the appointed working days (Monday Friday) and time (9am 6pm) to perform the processes outlines under Clauses 24 i) to vi). CIMB shall not be held responsible for any incomplete or disconnected calls due to the unavailability of the Potential Grand Prize Winner at the appointed date and time.
- viii) CIMB shall determine the methods of Grand Prize giving, which may include but not limited to, a prize giving ceremony, and/or other methods which CIMB may deem reasonable.
- ix) The Grand Prize Winner must be willing to attend the prize giving ceremony and/or other publicity programs. CIMB reserve the right to forfeit the Grand Prize and select another winner if the Grand Prize Winner fails to attend the prize giving ceremony and/or participate in other related events required by CIMB.
- x) All costs, fee and/or expenses incurred by the Grand Prize Winner in relation to the Campaign and/or the claiming of the Grand Prize, which shall include but not limited to cost for insurance/takaful transportation, lodging, meals, personal costs and/or are to be borne by the Grand Prize Winner.
- 26. The question and answer will be judged and decided by a panel of judges selected by CIMB and the decision of the panel of judges shall be final and binding.
- 27. It shall be the Eligible Participant(s)' responsibility to ensure that their mobile numbers and mailing addresses provided are current and updated with CIMB in the event of any changes being made to the same by the Eligible Participant(s). CIMB shall not be responsible to the Eligible Participant(s) for

any loss (including loss of opportunity and consequential loss flowing therefrom) suffered in the event that the Eligible Participant(s)' mobile numbers in CIMB's record is not current or correct.

- 28. The Daily, Weekly & Monthly Prize(s) will be delivered to the winner's mailing/e-mail address within twelve (12) weeks from the end of each Participating Month.
- 29. The Travel Voucher can be used to redeem and/or make bookings for travel-related services including but not limited to airline tickets, hotel accommodations and/or tour packages.
- 30. The redemption of the travel voucher, bookings and/or arrangements of the travel-related services are to be made through OctoTravel website/ app by Corporate International Travel Sdn Bhd ("Vendor") which can be reached via telephone at +603-2091 9928 or email to askme@octotravel.com.my.
- 31. The redemption and/or travel period(s) for the Travel Voucher is from 1 May 2023 until 30 April 2024. Failure to redeem the Travel Voucher and any unutilized amount within the said period will result in the Travel Voucher being forfeited and/or become invalid and/or unusable for redemption.
- 32. Bookings of the travel-related services and/or redemptions of the Travel Voucher are to be made minimum two (2) weeks or fourteen (14) days in advance for standard period. Three (3) weeks or twenty (21) days advance booking and/or redemption period will be required during the peak season and/or school holiday.
- 33. All services are subject to availability and CIMB has no control over the arrangements which include but not limited to airline tickets, hotel accommodations, and/or tour packages and the said arrangements may be subject to change. CIMB accepts no responsibility for any change and/or cancellation of any of the said arrangements.
- 34. Once the Travel Voucher has been redeemed, any changes and/or cancellations will be subject to cancellation penalty and/or agent amendment fee.
- 35. Redemptions cannot be split into multiple redemptions and must be used up to the stipulated amount. Any additional cost to be borne by the traveler.
- 36. Redemption can only be used for the travel itinerary as per booking agreement.
- 37. Prizes are non-transferable nor be exchanged for cash.
- 38. Vendor reserves the right to refuse service to the customer should the customer be deemed to be abusive toward the redemption e.g., in circumstances where there is conflict of interest between the Vendor and the customer and/or the customer intends to sell or abuse or dispose in any manner whatsoever the voucher received for any form of monetary gains.
- 39. Any prizes which are rejected or cannot be delivered for any reason whatsoever shall be deemed to be rejected by the Eligible Participant(s) and shall forthwith be forfeited by CIMB and CIMB will not entertain any request to redeliver the prizes or to allow collection of the prizes from any of CIMB's premises or anywhere else.
- 40. Images of any prize(s) shown in any marketing and/or advertisement collateral are for visual purposes only and the colour/ design may vary from the actual prizes received.
- 41. The Eligible Participant(s) is not allowed to choose or change the colour or model of the prize(s).

42. All prizes offered under this Campaign cannot be transferred to a third (3rd) party, exchanged for cash or a different prize or reward of similar value or any other alternatives in any circumstances.

General Terms and Conditions

- 43. The Eligible Participant(s) 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 processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice at <u>www.cimb.com.my;</u>
 - agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Cash Back to be given away and determination of the recipients, shall be final, binding and conclusive; and
 - agree that CIMB shall not 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 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 in a nature of a force majeure which is beyond CIMB's reasonable control.
- 44. The Eligible Participant(s) will be disqualified from participating in the Campaign and/or the prizes will be forfeited if, during the Campaign Period and/or before delivery or giving of the prizes:
 - a) The Eligible Participant(s) are in breach of the terms and conditions governing the Campaign;
 - b) The Participating Credit Card Account(s) 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 Participating Credit Card Account(s) is delinquent, invalid or cancelled by the CIMB.
- 45. CIMB shall have the right to disqualify any Eligible Participant(s) that it determines to be:
 - a) tampering with the entry/participation/application process; and/or
 - b) acting in breach of these Terms and Conditions.
- 46. CIMB shall have the right to:
 - a) substitute the prizes with other item(s) of similar cost; and/or
 - b) extend, shorten, discontinue, cancel, terminate or suspend the Campaign.

by giving fourteen (14) calendar days' prior notice to the Eligible Participant(s) via:

- (i) announcement at CIMB's website; and/or
- (ii) notice at CIMB's branches; and/or
- (iii) by any other means of notification which CIMB may select.

For avoidance of doubt, CIMB shall not be liable to the Eligible Participant(s) for any losses, damages, costs or expenses as may be suffered or incurred by the Eligible Participant(s) as a direct or indirect result of any Cash Back and/or any cancellation, suspension, shortening or extension of the Campaign.

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

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

- 47. 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 Participant(s) via:
 - (i) announcement at CIMB's website; and/or
 - (ii) notice at CIMB's branches; and/or
 - (iii) advertisement in one newspaper of CIMB's choice; and/or
 - (iv) by any other means of notification which CIMB may select.
 - b) The Amendment shall be considered as binding on the Eligible Participant(s) from the date as specified by CIMB in the notification.
 - c) Eligible Participant(s) 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.
- 48. CIMB will not be liable to the Eligible Participant(s) for any loss or damage suffered or incurred by the Eligible Participant(s) as a direct or an indirect result of the Amendment.
- 49. The Eligible Participant(s) 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 Eligible Participant(s)' participation in the Campaign; and/or
 - b) the Eligible Participant(s)' receipt, redemption or use of the Cash Back
- 50. 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 Participating Card Account(s) which shall apply in addition to these Terms and Conditions.
- 51. 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 from time to time.
- 52. a) Eligible Participant(s) may contact CIMB's Customer Resolution Unit ("CRU") for any feedback and/or complaint in relation to this Campaign via letter, phone call, fax and email:

Address: P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan Telephone No: +603 6204 7788 Email: <u>cru@cimb.com</u> b) CIMB may change the above contact details by notifying the Eligible Participant(s)/ Customer(s) by way of announcement at CIMB's website or by any other means of notification which CIMB may select.