

## TERMS AND CONDITIONS

### GOVERNING NEW-TO-INVEST REWARD CAMPAIGN

#### The Campaign

1. The New-to-Invest Reward Campaign (“**the Campaign**”) is organized by CIMB Bank Berhad [Registration No: 197201001799 (13491-P)] and CIMB Islamic Bank Berhad [Registration No: 200401032872 (671380-H)] (collectively “**CIMB**”) and shall commence on **1<sup>st</sup> September 2021** and end on **30<sup>th</sup> November 2021**, both dates inclusive (“**the Campaign Period**”).
2. CIMB reserves the right upon giving notice of not less than fourteen (14) calendar days to change the duration, commencement and/or expiry dates of the Campaign Period.

#### Eligibility

3. The Campaign is open to all individuals residing in Malaysia, including Malaysian citizens, permanent residents and non-Malaysian citizens, who fulfill the requirement (as explained in clause 4 herein) and make the relevant investments (as explained in Clause 7 herein) in accordance to the respective Product(s) eligibility during the Campaign Period (“**the Eligible Customer(s)**”). Eligible Customer(s) may participate in the Campaign via any of the CIMB Bank branches located in Malaysia.
4. The Campaign is opened to customers who is new to investment products(s) herein shall refer to Unit Trust Product and Non-Principal Protected Autocallable Equity Linked Structured Product and only the first named account holder i.e. primary account holder shall be eligible to participate in the Campaign (“**Primary Accountholder**”). For the purpose of this campaign, joint account holder(s) other than Primary Accountholder will not be eligible to participate in this campaign. For the avoidance of doubts, the Campaign is only available to customers who transfer-in and/or invest via face to face channel only.

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5. For avoidance of doubt and subject to Clause 3, the following person/entities shall NOT be eligible to participate in this Campaign: -

5.1 CIMB customer with no valid Current Account and Saving Accounts (“CASA” or “CASA-i”) opened with CIMB; and/or

5.2 CIMB customer who have holding balances of Unit Trust (UT) or Non Principal Protected Autocallable Equity Linked Structured Product(s) as of 31 August 2021; and/or

5.3 Individual below the age of 18 years; and/or

5.4 Permanent, temporary and/or contract staff or employees of CIMB Bank, CIMB Investment Bank Berhad, and/or CIMB Islamic (including its subsidiaries and related companies); and/or

5.5 Sole-proprietorships, Partnerships, Charitable/Non-profit Organizations/Societies, Corporate (defined in Section 3 of the Companies Act 2016) and Commercial Customers; and/or

5.6 US person as defined below (applicable to Conventional Unit Trust Fund / Shariah Compliant Unit Trust Fund or any other product(s) as it may be):

5.6.1 Any citizen or resident of the United States of America including any person with a United States of America domicile; or

5.6.2 Any person with a United States of America account mailing address; or

5.6.3 Any person holding a United States of America Green Card; or

5.6.4 Any person who meets the “substantial presence test”, that is one who is present in the United States of America for at least 183 calendar days by counting all the days (at least 31) in the current year, 1/3 of the days in the immediately preceding year, and 1/6 of the days in the second preceding year; or

5.6.5 Any person defined as a US Person for United States of America Tax purposes.

5.7 Selected CIMB accountholders who have been offered to participate in other CIMB campaign(s).

5.8 CIMB customers who have maintained any balances in Unit Trust Accounts and Non-Principal Protected Equity Linked Structured Product (either “Primary Accountholder” or “Secondary Accountholder”) with CIMB as at 31 August 2021.

### Campaign Mechanics

6. Subject to the terms and conditions herein, the Eligible Customer(s) will be entitled to earn Cash Reward if they satisfy the following within the Campaign Period, as tabulated in Table A below: -

**6.1 Only Invest in Unit Trust and/or Non-Principal Protected Autocallable Equity Linked Structured Product; and/or**

**6.2 Unit Trust Transfer-In (“Transfer-In”) of Conventional Unit Trust Fund(s) and Shariah compliant Unit Trust Fund(s) from other bank(s) to CIMB, which only to unit trust that are currently distributed by CIMB (“Eligible Unit Trust”). Transfer-In via Employees Provident Fund – Member Investment Scheme shall not be entitled for this Campaign.**

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**Table A**

Unit Trust and/or Non-Principal Protected Autocallable Equity Linked Structured Product; and/or Unit Trust Transfer-In	Tier 1	Tier 2	Tier 3
	RM250,000 – RM499,999	RM500,000 – RM999,999	RM1,000,000 and above
Cash Rewards	RM1,000	RM2,000	RM3,000

*Note: Unit Trust and / or Non-Principal Protected Autocallable Equity Linked Structured Product; and/or Unit Trust Transfer-In transactions can be accumulated across Campaign Period.*

7. The Participating Investment Product(s) shall herein refer to: -

	Participating Investment Product(s)
A)	Conventional Unit Trust Funds/ Shariah-Compliant Unit Trust Funds (collectively known as “ <b>Participating Unit Trust Product(s)</b> ”)
B)	Non-Principal Protected Autocallable Equity Linked Structured Product (known as “ <b>Participating Treasury Product</b> ”)

**A) Participating Unit Trust Product(s)**

- i) Participating Unit Trust Product(s) refers to any Conventional Unit Trust and Shariah-Compliant Unit Trust Fund(s) (“**Unit Trust**”).
- ii) The list of selected Unit Trust fund(s) (except closed-ended fund(s) is not eligible) with sales charge of 3% and above as per stipulated in the prospectus/ information memorandum and is subject to change from time to time, including new Unit Trust fund(s) launched during Campaign Period by CIMB. The Eligible Customer(s) are to refer to the relevant prospectus/ information memorandum for each specified unit trust funds for information on the maximum sales charge.
- iii) Only Unit Trust with minimum sales charge of 3% and above is eligible to participate in this campaign
- iv) Minimum of RM20,000 per transaction is required to invest in participating Unit Trust product and minimum Unit Trust sales charge of 3% is applicable to minimum investment of RM20,000 and above.
- v) At the point of investment in the selected Unit Trust fund(s), any other offer and/or promotion and/or lower sales charge advertised by CIMB shall not be applicable.
- vi) The Eligible Customer(s) who invests in any of the Participating Unit Trust Product(s) via Employees Provident Fund – Member Investment Scheme shall not be entitled for this Campaign.
- vii) This Campaign is not valid in conjunction with any other offers and promotions (if any) offered by CIMB in relation to investment in the selected Unit Trust Fund(s).
- viii) In the event Eligible Customer(s) exercises his/her cooling-off right or the investment is rejected or cancelled by any parties for whatsoever reason within the Campaign Period, the Eligible Customer(s) shall not be entitled for the Cash Reward under this Campaign. The “cooling-off” is a period of six (6) business days from the date of receipt of the Unit Trust application by CIMB.
- ix) Participating Unit Trust Product(s) is not protected by PIDM.
- x) Unit Trust fund(s) or any money withdrawn from an insured deposit for the purpose of purchasing any unit in a Unit Trust funds(s) are not protected by PIDM.

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- xi) The Eligible Customer(s) is required to sign all relevant standard documents and comply with all terms and conditions in respect of his/her investment in the relevant Product(s) under this Campaign, which are separate from the Terms and Conditions herein.
- xii) The Participating Unit Trust Product(s) are arranged or offered by CIMB and shall be passed to or affected by the selected unit trust management companies that are Capital Market Services License holders under the Capital Markets and Services Act 2007 ("CMSA 2007").

#### **B) Participating Treasury Product**

- i) "Participating Treasury Product" refers to Non-Principal Protected Autocallable Equity Linked Structured Product ("NPP ELI") and is subject to availability of pricing and successful issuance by CIMB Bank at its sole and absolute discretion during the Campaign Period.
- ii) The returns on your NPP ELI investment will be affected by the performance of the underlying asset/reference, and the recovery of your principal investment may be jeopardised if you make an early redemption.
- iii) NPP ELI is available only to Sophisticated/High Net Worth Investors (HNWI).
- iv) A Product Highlight Sheet ("PHS"), Product Term Sheet or any other marketing material are available and investors have the right to request for a copy from their nearest CIMB Branch.
- v) The Eligible Customer(s) is required to sign all relevant standard documents and comply with all terms and conditions in respect of his/her investment in NPP ELI under this Campaign, which are separate from the Terms and Conditions herein.
- vi) NPP ELI is not protected by PIDM.
- vii) Any money withdrawn from an insured deposit for the purpose of purchasing NPP ELI is no longer protected by PIDM.
- viii) This Campaign is not valid in conjunction with any other offers and promotions (if any) offered by CIMB in relation to investment in NPP ELI.

- 8. The investors of the Participating Investment Product(s) must be of the same customer(s).
- 9. The following terms and conditions shall apply to the Participating Investment Product(s):
  - a) The investments in the Participating Investment Product(s) are not obligation of, guaranteed or protected/insured by CIMB and are subjected to investment risks, including the possible loss of the principal amount invested.
  - b) Eligible Customer(s) are advised to do the following before investing in the Participating Investment Product(s):
    - i. to read the terms and conditions of the Participating Investment Product(s);
    - ii. to consider all fees and charges involved before investing; and
    - iii. to assess the merits and risks of any investment based on their own evaluation.
  - c) Past performance of the Participating Investment Product(s) is not an indication of future performance and income distributions are not guaranteed.
  - d) Eligible Customer(s) who are in doubt as to the action to be taken should consult their professional advisers immediately.
  - e) The Participating Investment Product(s) is not protected by PIDM.
  - f) The Eligible Customer(s) are required to comply with all terms and conditions in respect of their investment in the Participating Investment Product(s).
  - g) The compensation fund under Section 158 of the Capital Markets and Services Act 2007 (CMSA):
    - i. **does not** cover the Eligible Customer(s); and

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- ii. **does not** extend to Eligible Customer(s) who had suffered monetary loss as a result of a defalcation or fraudulent misuse of moneys or other property, by a director, officer, employee or representative of CIMB.
- h) The Eligible Customer(s) may lodge a complaint with CIMB's Customer Resolution Unit (CRU) as set out in Clause 27 of these Terms and Conditions if the Eligible Customer(s) suffer monetary loss in the above circumstances related to the acts of CIMB's employees.
- i) The Eligible Customer(s) who are not satisfied with CIMB's CRU's decision may:
  - i. refer the case to the Securities Industry Dispute Resolution Centre ("SIDREC"); or
  - ii. refer the case to the Ombudsman for Financial Services within six (6) months of receiving a final decision from CIMB or after 60 calendar days from the date the complaint was filed with CIMB for which no reply was received by the Eligible Customer(s); or
  - iii. direct the complaint to the Securities Commission's Investor Affairs & Complaints Department even if the Eligible Customers had initiated a dispute resolution process with SIDREC.

### Campaign Rewards

- 10. Each Eligible Customer(s) is only entitled to a maximum of one (1) time Cash Reward within 3 months upon campaign ended.
- 11. An illustration is provided below:

Example 1: Eligible Customer(s) invest RM250,000 in Unit Trust

Description	Rewards
<ul style="list-style-type: none"> <li>• Invested RM250,000 in UT on 15 September 2021.</li> </ul>	<ul style="list-style-type: none"> <li>• Eligible Customer(s) will receive RM1,000 cash reward</li> </ul>

Example 2: Eligible Customer(s) invest RM300,000 in Unit Trust and RM350,000 in Non-Principal Protected Autocallable Equity Linked Structured Product

Description	Rewards
<ul style="list-style-type: none"> <li>• Invested RM300,000 in UT on 15 September 2021.</li> <li>• Invested RM350,000 in NPP ELI on 17 October 2021.</li> </ul>	<ul style="list-style-type: none"> <li>• Eligible Customer(s) will receive RM2,000 cash reward</li> </ul>

Example 3: Eligible Customer(s) Transfer-In Unit Trust RM300,000 from other banks

Description	Rewards
<ul style="list-style-type: none"> <li>• Transferred-in UT of RM300,000 from Bank ABCD on 15 October 2021 to CIMB</li> </ul>	<ul style="list-style-type: none"> <li>• Eligible Customer(s) will be receive RM1,000 cash reward</li> </ul>

Example 4: Eligible Customer(s) Transfer-In Unit Trust RM300,000 from other banks and invest RM400,000 in Unit Trust

Description	Rewards
<ul style="list-style-type: none"> <li>• Transferred-in UT of RM300,000 from Bank ABCD on 18 November 2021.</li> </ul>	<ul style="list-style-type: none"> <li>• Eligible Customer(s) will be receive RM2,000 cash reward</li> </ul>

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| <ul style="list-style-type: none"><li>• Invested RM400,000 in UT on 20 November 2021</li></ul> |  |
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12. Eligible Customer(s) is required to maintain their Transferred-In Unit Trust Asset under management "AUM" for a holding period of 6 months after the end of the campaign. In the event that any part of the Transferred-In Unit Trust AUM is transferred-out of CIMB, CIMB reserves the right to deduct the value of the Cash Reward paid under the campaign from the Eligible Account Holder's Current Account.
13. CIMB will not entertain any request from the Eligible Customer(s) to credit the Cash Reward to other accounts belonging to the Eligible Customer(s).
14. The Eligible Customer(s) shall be solely responsible for the following as a result of receipt of the Cash Reward:
  - a) any tax filing obligation or any tax payment due to any authority; and
  - b) to seek independent advice on the possible implications on his/her own financial situation.

### General Terms and Conditions

15. The Eligible Customer(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 [www.cimb.com.my](http://www.cimb.com.my);
  - c) agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Cash Reward to be given away shall be final, binding and conclusive; and
  - d) agree that CIMB shall not be liable or held responsible to the Eligible Customer(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.
16. The Eligible Customer(s) will be disqualified from participating in the Campaign and/or the Cash Reward will be forfeited if, during the Campaign Period and/or before the crediting/delivery of the Cash Reward:
  - a) The Eligible Customer(s) are in breach of the terms and conditions governing the Participating Investment Product(s);
  - b) The Participating Investment Product(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 Investment Product(s) is delinquent, invalid or cancelled by the Eligible Customer(s) or CIMB.
17. CIMB shall have the right to disqualify any Eligible Customer(s) that it determines to be:
  - a) tampering with the application process; and/or
  - b) acting in breach of these Terms and Conditions.
18. CIMB shall have the right to:
  - a) substitute the Cash Reward with other item(s) of similar cost; and/or

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b) extend, shorten, discontinue, cancel, terminate or suspend the Campaign.

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

- i. announcement at CIMB's website; and/or
- ii. notice at CIMB Bank's branches; and/or
- iii. notice at CIMB Bank's Currency Exchange counters; and/or
- iv. by any other means of notification which CIMB may select.

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

20. CIMB shall not be liable to any Eligible Customer(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 Customer(s)' participation or non-participation in the Campaign; and/or
- b) Any non-receipt or delayed receipt by the Eligible Customer(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.

21. 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(s) via:

- i. announcement at CIMB's website; and/or
- ii. notice at CIMB Bank's branches; and/or
- iii. notice at CIMB Bank's Currency Exchange counters;
- iv. advertisement in one newspaper of CIMB's choice; and/or
- v. by any other means of notification which CIMB may select.

The Amendment shall be considered as binding on the Eligible Customer(s) from the date as specified by CIMB in the notification. Eligible Customer(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.

22. CIMB will not be liable to the Eligible Customer(s) for any loss or damage suffered or incurred by the Eligible Customer(s) as a direct or an indirect result of the Amendment.

23. Eligible Customer(s) shall fully indemnify and keep CIMB indemnified against any fee, cost, charge, expense, loss, damage or liability which the CIMB may incur result of:

- a) The Eligible Customer(s)' participation in the campaign and/or
- b) The Eligible Customer(s)' receipt, redemption or use of the Cash Reward

24. 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 Investment Product(s) and the terms and conditions of the Term Deposit which shall apply in addition to these Terms and Conditions.



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25. 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.
26. Eligible Customers shall direct any query, feedback, concern, issue or complaint pertaining to the selected Shariah-Compliant Unit Trust Fund(s) to CIMB Islamic Bank. CIMB Islamic Bank as the provider of Shariah-Compliant Unit Trust Fund(s) shall attend to any matter relating to the Shariah-Compliant Unit Trust Fund(s).
27. Eligible Customer(s) 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: P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan

Telephone No: 603 6204 7788

Email: [cru@cimb.com](mailto:cru@cimb.com)

CIMB may change the above contact details by notifying the Eligible Customer(s) by way of announcement at CIMB's website or by any other means of notification which CIMB may select.