

TERMS AND CONDITIONS

CIMB Bank Special Refinancing Package Deal Campaign

1. The “**CIMB Bank Special Refinancing Package Deal Campaign**” (“**Campaign**”) is organized by CIMB Bank Berhad [Registration No. 197201001799 (13491-P)] and CIMB Islamic Bank Berhad [Registration No. 200401032872 (671380-H)] (collectively referred to as “**CIMB**”).

Campaign Period

2. The Campaign shall run from **24 May 2021 to 31 December 2021**, 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 of the Campaign Period and/or the commencement date and/or the expiry date of the Campaign.

Eligibility

4. This Campaign is open to all new and existing CIMB customers with or without home loan/financing facility(ies) that fulfil the criteria below (hereinafter referred to as “**Customer(s)**”):
 - a. Customer(s) who wish to refinance their current home loan/financing that they have with other financial institutions;
 - b. Customer(s) who wish to refinance their existing completed residential properties which are free from encumbrances; or
 - c. Customer(s) who wish to apply for a top-up loan/financing for their existing home loan/financing facility(ies) with CIMB.
5. This Campaign is only applicable to completed residential properties located in Klang Valley, Penang or Johor.
6. To be entitled to the **Special Refinancing Package Deal**, the Customer(s) must submit their application for refinancing and/or top-up loan/financing within the stipulated Campaign Period. Upon CIMB’s approval of the application, the Customer(s) must accept the offer before 31 March 2022.
7. All application and its applicable interest/profit rate charges will be subjected to CIMB’s internal credit policy.
8. This Campaign is only applicable for applications that are attended to and completed by CIMB’s list of partnered firms.

General Terms and Conditions

9. The 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;
 - c. agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign shall be final, binding and conclusive; and
 - d. agree that CIMB shall not be liable or held responsible to the 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.
10. The Customers will be disqualified from participating in the Campaign if, during the Campaign Period:
- a. The Customer(s) are in breach of the terms and conditions governing the home loan/financing;
 - b. The home loan/financing 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 home loan/financing is delinquent, invalid or cancelled by the Customer(s) or CIMB.
11. CIMB shall have the right to disqualify any Customer that it determines to be:
- a. tampering with the participation/application process; and/or
 - b. acting in breach of these Terms and Conditions.
12. 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 Customer(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.
13. For avoidance of doubt, CIMB shall not be liable to the Customer(s) for any losses, damages, costs or expenses as may be suffered or incurred by the Customer(s) as a direct or indirect result of the Customer(s)' participation in this Campaign and/or any cancellation, suspension, shortening or extension of the Campaign.
14. CIMB shall not be liable to any 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 the 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.

15. The Customer(s) 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 Customer(s)' participation in the Campaign.
16. (a) CIMB shall have the 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 Customer(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 Customer(s) from the date as specified by CIMB in the notification.
- (c) The 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.
17. CIMB will not be liable to the Customer(s) for any loss or damage suffered or incurred by the Customer(s) as a direct or an indirect result of the Amendment.
18. 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 home loan/financing which shall apply in addition to these Terms and Conditions.
19. 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.
20. (a) The 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
- (b) CIMB may change the above contact details by notifying the Customer(s) by way of announcement at CIMB's website or by any other means of notification which CIMB may select.
21. CIMB will not be responsible for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected application for the home loan/financing 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 willful default.

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