

## TERMS AND CONDITIONS

### "CIMB Private Wealth: Power Up Wealth Programme"

1. The "CIMB Private Wealth: Power Up Wealth Programme" ("Programme") is jointly organised by CIMB Bank Berhad [Registration No: 197201001799] ("CIMB Bank") and CIMB Islamic Bank Berhad [Registration No: 200401032872] ("CIMB Islamic"). CIMB Bank and/or CIMB Islamic shall herein collectively be referred to as ("CIMB").

#### Programme Period

2. The Programme shall run from **16 June 2025 to 31 August 2025**, both dates inclusive ("Programme Period").

#### Eligibility

3. The Programme is open to all New and Existing CIMB Private Wealth Segment customers who meet the following eligibility criteria by its respective Category within the Programme Period ("Eligible Customer(s)").
  - a. **Category 1:** Customers do not have any Wealth Management ("WM") holdings as defined in Clause 4 as of 31 December 2024 and continue to have no WM holdings up to the current date during the Programme Period; OR
  - b. **Category 2:** Customers who have not made any Investment Transactions with CIMB for more than twelve (12) months from the start of the Programme Period month.
4. WM is defined as Total Investment and Bancassurance/Bancatakaful as follow:
  - a. **Investment** is defined as selected investment product(s) of CIMB under the Eligible Customer's sole or joint account (for joint account, the Eligible Customer must be the primary account holder).
  - b. **Bancassurance/Bancatakaful** is defined as selected Life Insurance and/or Family Takaful product(s) based on the cumulative First Year Annualised Premium ("FYAP")/First Year Annualised Contribution ("FYAC") where the Eligible Customer(s) is the policy owner/contract holder/certificate owner.

The selected Investment and Bancassurance/Bancatakaful and their eligibility criteria can be viewed at CIMB's website at [www.cimbpreferred.com.my](http://www.cimbpreferred.com.my).

5. Notwithstanding Clause 3, the following persons/entities shall NOT be eligible to participate in this Programme:-
  - a. Small medium enterprises/enterprise banking/commercial and corporate customers as determined by CIMB which include but shall not be limited to sole-proprietorships, partnerships, charitable/non-profit organizations/societies, corporate and commercial customers, public listed companies, private limited companies, clubs, associations and co-operatives; and/or
  - b. Individuals below the age of 18 years; and/or
  - c. 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):
    - i. Any citizen or resident of the United States of America including any person with a United States of America domicile; or
    - ii. Any person with a United States of America account mailing address; or
    - iii. Any person holding a United States of America Green Card; or
    - iv. 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 days) 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
    - v. Any person defined as a US Person for United States of America Tax purposes

By participating in this Programme, the Eligible Customer(s) represents and confirms that he/she does not fall within the categories of persons/entities excluded above.

6. In relation to joint accounts, only the first named accountholder i.e. the primary accountholder ("**Primary Accountholder**") shall be eligible to participate in the Programme. For the purposes of this Programme, joint accountholder(s) other than the Primary Accountholder will not be eligible to participate in this Programme.

#### Programme Mechanics

7. Eligible Customer(s) stand to receive the following gift reward ("**Gift**") by its respective Category subject to Clause 3 by fulfilling the following criteria by products defined below ("**Participating Product(s)**") within the Programme Period:-
  - a. Make a minimum transaction amount of RM250,000 in Unit Trust/Shariah Compliant Unit Trust Fund(s) ("**UT**") OR
  - b. Make a minimum transaction amount of RM500,000 in Structured Products/ Islamic Structured Products or Floating Rate Negotiable Instruments of Deposit/ Islamic Negotiable Instruments ("**SP/SP-i/FRNID/INI**") and/or Bond/Sukuk ("**Bonds**") within the Programme Period.

The transaction amount can be accumulated as defined in Clause 7(a) or (b) within the Programme Period.

Gift by Category is defined as follows:-

Category	Gift
1	1x Delonghi Stilosa Manual Pump Coffee Machine EC230.BK worth RM499
2	1x of Bacha Coffee Bag Giftbox set (2x Giftbox) worth RM236

Scenario Examples:-

Customer	Category	Month 1	Month 2	Total Investment	Eligible Customer(s)' Entitlement to Gift
A	1	RM250,000 in UT	-	RM250,000 in UT	1x Delonghi Stilosa Coffee Machine
B	2	RM150,000 in UT	RM100,000 UT	RM250,000 in UT	1x of Bacha Coffee Bag Giftbox set (2x Giftbox)
C	1	RM300,000 in SP/SP-i/FRNID/INI	RM200,000 in UT	RM300,000 in SP/SP-i/FRNID/INI and RM200,000 in UT	Not entitled
D	1	RM300,000 in SP/SP-i/FRNID/INI	RM200,000 in Bonds	RM500,000 in SP/SP-i/FRNID/INI and Bonds	1x Delonghi Stilosa Coffee Machine
E	2	RM200,000 in UT	RM300,000 in Bonds	RM200,000 in UT and RM300,000 in Bonds	Not entitled

8. Each Eligible Customer is only entitled to one (1) Gift under this Programme.
9. The total number of Gift made available under this Programme is **capped at 300 units for Category 1 and 200 sets for Category 2** and shall be awarded to the Eligible Customer(s) who meet the requirements stated in Clause 7 above. If the total Gifts are

inadequate to fulfill the number of Eligible Customer(s) who meet the requirements stated in Clause 7, the Gift will be awarded based on Eligible Customer who meets the requirements at the earliest within the Programme Period.

10. This Programme is not valid in conjunction with any other Programme, offers, promotions (if any) and/or privileges (eg. CIMB staff rate) offered by CIMB in relation to the Participating Product(s) unless stated otherwise.
11. The Participating Product(s) are not protected by Perbadanan Insurans Deposit Malaysia ("PIDM").
12. Any money withdrawn from an insured/protected deposit for the purpose of purchasing the Participating Product(s) is no longer protected by PIDM.
13. The following terms and conditions shall apply to the Participating **UT Product(s)**:
  - a. The investments in the Participating UT Product(s) are not obligation of, guaranteed or protected 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 UT Product(s):
    - i. to read the terms and conditions of the Participating UT 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 UT 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 Eligible Customer(s) are required to comply with all terms and conditions in respect of their investment in the Participating UT Product(s).
  - f. The compensation fund under Section 158 of the Capital Markets and Services Act 2007 (CMSA):
    - i. does not cover the Eligible Customer(s); and
    - ii. does not extend to Eligible Customer(s) who had suffered monetary loss as a result of a defalcation or fraudulent misuse of money or other property, by a director, officer, employee or representative of CIMB.
  - g. In the event the Eligible Customer(s) exercises his/her cooling-off right or the investment is rejected or cancelled by any parties for whatsoever reason within the Offer Period, the Eligible Customer(s) shall not be entitled to earn the Term Deposit Preferential Rate under this Programme. The "cooling-off" is a period of six (6) business days from the date of receipt of the Eligible Customer(s)' Participating UT Fund(s) application by CIMB.
  - h. The Eligible Customer(s) who invest in any of the Participating UT Fund(s) via Employees Provident Fund (EPF) - Member Investment Scheme shall not be entitled to participate in this Programme.
  - 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.
14. The following terms and conditions shall apply to the Participating **SP/SP-i/FRNID/INI Product(s)**:
  - a. If the Participating SP/SP-i/FRNID/INI Product(s) is a principal protected product, it will be principal protected on the best endeavor basis if the investment is held to maturity. The returns on the Eligible Customer(s)' investment will be affected by the performance of the underlying asset/reference. If the investment is redeemed or sold prior to maturity, the eligible customer may lose part of the selling price.

- b. If the Participating SP/SP-i/FRNID/INI Product(s) is a non-principal protected product, the returns on the product will be affected by the performance of the underlying asset/reference, and the recovery of the Eligible Customer(s)'s investment may be jeopardised if the Eligible Customer(s)'s make an early redemption.
  - c. All risks, losses and damages associated with the Participating SP/SP-i/FRNID/INI Product(s) shall be assumed and borne by the Eligible Customer(s).
  - d. 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 Participating SP/SP-i/FRNID/INI Product(s), which are separate from the Terms and Conditions herein.
15. The following terms and conditions shall apply to the Participating **Bonds Product(s)**:
- a. Bonds/Sukuk is not a bank deposit product and is not a principal protected instrument. Eligible Customer(s) may lose part or all initial investment.
  - b. Any money withdrawn from an insured/protected deposit for the purpose of purchasing The investments in the Eligible Product(s) are not obligation of, guaranteed or insured by CIMB and are subjected to investment risks, including the possible loss of the principal amount invested.
  - c. Eligible Customer(s) are advised to do the following before investing in the Eligible Product(s):
    - i. to read the terms and conditions of the Eligible 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.
  - d. Past performance of the Eligible Product(s) is not an indication of future performance and income distributions are not guaranteed.
  - e. 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 products under the Programme, which are separate from the terms and conditions herein.

## Gift

16. The descriptions of the Gift, which the Eligible Customer(s) are entitled to, are stated in the table below:-

Gift	Quantity	Item Description
Category 1: Delonghi Stilosa Manual Pump Coffee Machine EC230.BK	1	<ul style="list-style-type: none"> <li>15 bar, Stainless steel Boiler, Patented Crema Device, Removable 1L Tank, "ESE" Compatible, Manual Frother</li> <li>Product Dimension (CM): 21 x 29 x 34</li> <li>Colour: Black</li> <li>Warranty: 1 year</li> </ul>
Category 2: Bacha Coffee Bag Giftbox set (2x Giftbox)	1	<ul style="list-style-type: none"> <li>2x Giftbox with 12 coffee bags each</li> </ul>

17. Images of the Gift shown in any marketing and/or advertisement collateral are for visual or illustration purposes only and the colour/design may vary from the actual Gift received. CIMB may substitute the Gift with other item(s) of similar value and when CIMB does so, CIMB will let the Eligible Customer(s) know.
18. Eligible Customer(s) are not allowed to choose or change the colour or model or Flavour of the Gift given during the collection as mentioned in Clause 24 below.
19. To the extent permitted by law, CIMB disclaims any representations, warranties or endorsement, implied or express, written or oral, of the Gift.
20. The use and access of the Gift are subject to the terms and conditions of the vendor, manufacturer or supplier. The Eligible Customer(s) shall refer to the vendor, manufacturer or supplier of the Gift for any complaint relating to the Gift.
21. The Gift will be delivered to the Eligible Customer(s)' Relationship Manager's branch where their CIMB Preferred status is maintained within twelve (12) weeks from 31 August 2025. The Eligible Customer(s) will be notified by CIMB in relation to the Gift collection period and the respective branch location via SMS or WA or EDM to the Eligible Customer(s)' mobile number and/or email address maintained with CIMB. The Eligible Customer is responsible to collect the Gift at his/her own costs from the Branch Manager/Relationship Manager at the respective branch.
22. To collect the Gift, CIMB may require the Eligible Customer(s) to provide certain documents for verification purpose. If the Eligible Customer(s) are sending a representative to collect the Gift on his/her behalf, the Eligible Customer(s) must provide a written authorisation to such representative for collection.
23. The Gift must be collected by the Eligible Customer(s) or his/her representative during the collection period as specified in CIMB's SMS or WA or EDM. CIMB will not extend the collection period for any reason whatsoever. If the Gift is not collected by end of the collection period, such Gift shall be forfeited.
24. The Gift are strictly non-transferable, non-assignable and non-exchangeable. No payment or compensation whether in cash, credit or other similar kinds shall be made payable by CIMB to the Eligible Customer(s) for any forfeited, uncollected, misplaced, lost, defaced, stolen or damaged Gift.
25. The Gift is provided by the relevant vendor(s) under such terms and conditions as determined by the vendor(s) and therefore CIMB shall not be liable 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 of any party including third party) in connection with the Gift.

26. The Eligible Customer(s) shall be solely responsible for the following as a result of receipt of the Gift:-
- Any tax filling obligation or any tax payment due to any authority; and
  - To seek independent advice on the possible implications on his/her own financial situations.
27. Eligible Customer(s) shall ensure that his/her telephone number and/or email address provided are current and updated with CIMB. CIMB shall not be responsible to the Eligible Customer(s) for any loss (including loss of opportunity and consequential loss arising there from) suffered resulting from delay, non-receipt of CIMB's SMS or WA or EDM by the Eligible Customer(s) or any failure of collection of the Gift from the respective branch in the event the Eligible Customer(s)' telephone number and/or email address in CIMB's record is not updated or correct.
28. CIMB's liability with regards to the Gift is only to pay for the price of the same to the merchant(s) and/or supplier(s).
29. The Eligible Customer(s) acknowledge and accept that the Gift has not been certified by CIMB and therefore the inclusion of the Gift shall not be construed as an endorsement or recommendation of the same by CIMB. CIMB shall not be responsible to assist or act on the Eligible Customer(s)' behalf in communicating with the merchant(s) and/or supplier(s) of the Gift.
30. The Gift are provided by the relevant vendor(s) under such terms and conditions as determined by the merchant(s) and/or supplier(s) and therefore CIMB shall not be liable 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 of any party including the merchant(s) and/or supplier(s)) in connection with the Gift.

#### **Involvement of Third Party Merchant(s) and/or Supplier(s) For Gift**

31. The Gift are supplied by third party merchant(s) and/or supplier(s) and CIMB is not an agent of the merchant(s) and/or supplier(s) of the Gift. Accordingly, CIMB makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the Gift and assumes no liability or responsibility for the acts or omissions of the merchant(s) and/or supplier(s) or any non-performance or defects in the Gift.
32. Any dispute, query, feedback, concern, issue or complaint regarding the Gift shall be resolved directly with the merchant(s) and/or supplier(s).

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

33. The Eligible Customer(s) agree that by participating in the Programme, they:-
- are required to read and understand these Terms and Conditions;
  - have accessed, read and confirmed their agreement to these Terms and Conditions;
  - confirm that the key contract terms affecting their obligations have been adequately explained to them;
  - consent to CIMB processing and disclosing their personal data as well as any personal data of any individual which Eligible Customer(s) may share with CIMB in accordance with the CIMB Group Privacy Notice at [www.cimb.com.my](http://www.cimb.com.my) ;
  - agree that all decisions reasonably made by CIMB in relation to every aspect of this Programme, including the Gift to be given away shall be final, binding and conclusive; and
  - 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:-
    - the failure of any mechanical or electronic device, data processing system or transmission line;
    - electrical failure;
    - industrial dispute, war, strike or riot;
    - any act of God beyond CIMB's control; or
    - any factor which is beyond CIMB's reasonable control.

34. The Eligible Customer(s) will be disqualified from participating in the Programme and/or the Gift will be forfeited if, during the Programme Period and/or before the collection of the Gift:-
- the Eligible Customer(s) are in breach of the terms and conditions governing the Participating Product(s);
  - the Participating 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
  - the Participating Product(s) is delinquent, invalid or cancelled by the Eligible Customer(s) or CIMB.

35. CIMB shall have the right to disqualify any Eligible Customer(s) that it determines to be:-

- tampering with the application process; and/or
- acting in breach of these Terms and Conditions.

36. CIMB shall have the right to extend, shorten, discontinue, cancel, terminate or suspend the Programme by giving seven (7) calendar days' prior notice to the Eligible Customer(s) via:-

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

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

37. CIMB shall not be liable to any Eligible Customer(s) or any party for any losses, costs 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 Customer(s)' participation or non-participation in the Programme; and/or
- any non-receipt or delayed receipt by the Eligible Customer(s) of the CIMB's WA or SMS or EDM

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

38. 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 Eligible Customer(s) via:-
- announcement at CIMB's website; and/or
  - notice at CIMB's branches; and/or
  - advertisement in one newspaper of CIMB's choice; and/or
  - by any other means of notification which CIMB may select.
- b. The Amendment shall be considered as binding on the Eligible Customer(s) from the date as specified by CIMB in the notification.
- c. If the changes are required by law or any rules, regulations, directives, notices and guidelines ("**Regulations**") then they will take effect in accordance with the law or Regulations and CIMB will inform/give notice to the Eligible Customer(s) about these changes as soon as possible.
- d. Eligible Customer(s) agree to access CIMB's website at regular intervals to view the terms and conditions of the Programme and to ensure that they are kept up-to date with any variation to these Terms and Conditions.

39. CIMB will not be liable to the Eligible Customer(s) for any losses, costs or damages suffered or incurred by the Eligible Customer(s) as a direct or an indirect result of the Amendment.

40. The 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 as a result of the Eligible Customer(s):-

- participation in the Programme; and/or

- b. receipt, redemption or use of the Gift; and/or
- c. breach or failure to comply with these Terms and Conditions

41. These Terms and Conditions:-

- a. shall prevail over any provisions or representations contained in any other materials advertising the Programme; and
- b. are to be read together with the prevailing terms and conditions of CIMB product(s) and/or service(s) relating to the Programme which shall apply in addition to these Terms and Conditions.

42. These Terms and Conditions are subject to and construed in accordance with the prevailing laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia and other relevant regulatory bodies to which CIMB is subject.

43. If CIMB does not exercise a right that it has in these Terms and Conditions, this does not stop CIMB from exercising that right or any other rights CIMB has in the future.

44. a. Eligible Customer(s) may contact CIMB's Customer Resolution Unit ("**CRU**") for any feedback and/or complaint in relation to this Programme via letter, phone call and email:-

Address: P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan

Telephone No.: 1300 885 300 (CIMB Preferred Call Centre)

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

- b. 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.

45. If the product/service relating to this Programme which the Eligible Customer(s) have subscribed is offered by CIMB Bank, any question the Eligible Customer(s) have will be handled by CIMB Bank. Similarly, if the product/service is offered by CIMB Islamic, Eligible Customer(s)' concern will be addressed by CIMB Islamic.

46. CIMB's website may contain links to other websites ("**Third Party Links**"). CIMB has no control over, and do not monitor or review the contents of the Third Party Links. If the Eligible Customer(s) do click on the Third Party Links, the Eligible Customer(s) understand that they are accessing the Third Party Links at their own risk and CIMB is not responsible for any losses the Eligible Customer(s) may incur.