

**TERMS AND CONDITIONS****"CIMB Private Wealth Acquisition Programme"**

1. The **"CIMB Private Wealth Acquisition 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 **15 April 2025 to 30 September 2025**, both dates inclusive (**"Programme Period"**).

**Eligibility**

3. The Programme is open to all New and Existing CIMB Preferred customers (**Eligible Customer(s)**).
4. 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

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.

5. 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

6. Eligible Customer(s) who are upgraded to Private Wealth Segment as defined in Clause 7 within the Programme Period will receive a Welcome gift reward ("**Gift**") as follow:-

Gift
<b>1 x TWG Lucky Star Tea Set worth RM315</b>

7. The Private Wealth Segment criteria is defined as follow:-  
Eligible Customer(s) must fulfil Requirement 1 **and** Requirement 2 below:-

Requirement 1: Assets Under Management	Requirement 2: WM / CASA/-i Balance
RM 1,000,000 and above	RM 500,000 and above

- With reference to Requirement 1, AUM as defined in Clause 8 will be calculated using the average of the Eligible Customer(s)' last three (3) months month-end balance; and
  - Requirement 2 (the aggregate requirement for WM as defined in Clause 8 + Current Account/-i / Savings Account/-i ("**CASA/-i**") balance) ("**WM & CASA/-i Balance**"). The WM & CASA/-i Balance will be calculated as Total WM + Total CASA/-i based on the average of the Client's last three (3) months month-end balance.
8. Assets Under Management ("**AUM**") is defined as the total amount:
- deposited in selected deposit account(s) with CIMB Bank and/or CIMB Islamic ("**Deposits**") under the Client's sole or joint account (for joint account, the Client must be the primary account holder); and/or
  - invested in selected investment product(s) of CIMB Bank and/or CIMB Islamic ("**Investment**") under the Client's sole or joint account (for joint account, the Client must be the primary account holder); and/or
  - purchased/participated in selected Life Insurance products of CIMB Bank based on cumulative first year annualised premium and/or Family Takaful products of CIMB Islamic based on the cumulative first year annualised contribution ("**Bancassurance/Bancatakaful**") where the Client is the policy/certificate/contract owner.

For the avoidance of doubt, if the Eligible Customer's Bancassurance/Bancatakaful ceases to be in force, all previous cumulative FYAP/FYAC will be excluded for the purpose of the AUM. 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).

Total Investment + Bancassurance/ Bancatakaful will collectively be referred to as Wealth Management ("**WM**").

9. Each Eligible Customer is only entitled to one (1) Gift under this Programme.
10. The total number of Gift made available under this Programme is **capped at 600 units** and shall be awarded to the Eligible Customer(s) who meet the requirements stated in Clause 6 & 7 above. If the total Gifts are inadequate to fulfill the number of Eligible Customer(s) who meet the requirements stated in Clause 6 & 7, the Gift will be awarded based on Eligible Customer(s) who meets the requirements at the earliest within the Programme Period.
11. 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.

## Gift

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

Gift	Quantity	Item Description
TWG Lucky Star Tea Set	1	<ul style="list-style-type: none"> <li>Pair of Classic Tea Tins filled with two exquisite teas flavours</li> <li>Net weight: 2 x 100g Tea</li> </ul>

13. 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.
14. 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 20 below.
15. To the extent permitted by law, CIMB disclaims any representations, warranties or endorsement, implied or express, written or oral, of the Gift.
16. 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.
17. 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 every month end within the Programme Period. 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.
18. 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 authorization to such representative for collection.
19. 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 and/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.
20. 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.
21. 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.
22. 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.
23. 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 and/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.

24. 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).
25. 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.
26. 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.
27. CIMB Current/Savings Account/-i is protected by PIDM up to RM250,000 for each depositor.

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

28. 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.
29. 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**

30. The Eligible Customer(s) agree that by participating in the Programme, they:-
  - a. are required to read and understand these Terms and Conditions;
  - b. have accessed, read and confirmed their agreement to these Terms and Conditions;
  - c. confirm that the key contract terms affecting their obligations have been adequately explained to them;
  - d. 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);
  - e. 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
  - f. 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 which is beyond CIMB's reasonable control.
31. 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:-
  - a. the Eligible Customer(s) are in breach of the terms and conditions governing the Participating Product(s);

- b. 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
- c. the Participating Product(s) is delinquent, invalid or cancelled by the Eligible Customer(s) or CIMB.

32. 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.

33. 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:-

- a. announcement at CIMB's website; and/or
- b. notice at CIMB's branches; and/or
- c. 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.

34. 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:-

- a. the Eligible Customer(s)' participation or non-participation in the Programme; and/or
- b. 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.

35. 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:-

- 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 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.

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

37. 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):-

- a. 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

38. 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.

39. 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.
40. 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.
41. 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.
42. 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.
43. 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.