

## TERMS AND CONDITIONS

### CIMB Spend and Earn Cash Back Campaign

1. The CIMB Spend and Earn Cash Back Campaign ("**the Campaign**") is organised by CIMB Bank Berhad [Registration No: 197201001799 (13491-P)] ("**CIMB Bank**").

#### The Campaign Period

2. The Campaign shall run from 29 August 2025 to 30 September 2025, both dates inclusive ("**the Campaign Period**")
3. CIMB reserves the right upon giving notice of not less than seven (7) calendar days to change the duration and/or the commencement and/or the expiry dates of the Campaign Duration and/or Campaign Period.

#### Eligibility

4. This Campaign is open to selected CIMB principal credit cardholders who:
  - i. hold CIMB Travel World Mastercard issued by CIMB in Malaysia ("**Eligible Participants**"); and
  - ii. receive a Short Message Service ("**SMS**") and/or WhatsApp Message ("**WhatsApp**") at the cardholder's mobile number and/or an electronic direct mailer ("**EDM**") at the cardholder's email address both maintained in CIMB's record about this Campaign as an invitation to participate in this Campaign ("**Eligible Participants**"). The CIMB Travel World Mastercard of the Eligible Participants are hereinafter referred to as the "**Eligible Credit Card**".
5. It shall be the Eligible Participants' sole responsibility to ensure their mobile numbers ("**Contact Details**") provided to CIMB are current and updated with CIMB in the event if any changes being made to the same by them. CIMB reserves the right to forfeit the "**Cash Back**" in the event the Eligible Participants' Contact Details maintained in CIMB's record is invalid and/or not updated. CIMB shall not be responsible to the Eligible Participants for any loss (including loss of opportunity and consequential loss arising therefrom) suffered or incurred in the event the Contact Details maintained in CIMB's record are not current or correct.

#### Campaign Mechanics and Conditions

6. In the SMS, WhatsApp and/or EDM from CIMB, the Eligible Participants will be informed of the requirements to participate in the Campaign, as follows:
  - i. Minimum spend amount of Ringgit Malaysia Three Thousand (RM3,000) on Eligible Spending Transactions (Spend Target) that Eligible Participants must spend using their Eligible Credit Cards during the Campaign Period;
  - ii. Cash Back ("**Cash Back**") of Ringgit Malaysia One Hundred and Fifty (RM150) that Eligible Participants will receive for Spend Target that was met during the Campaign Period;
  - iii. the Campaign Period in which the Eligible Participants are invited to participate in the Campaign; and

- iv. where the Eligible Participants can obtain or access to the terms and conditions of the Campaign.

**“Eligible Spending Transaction(s)”** – refer to Clauses 7 & 8 for details.

- 7. Subject to Clause 13 of these terms and conditions, to be entitled to the Cash Back specified, the Eligible Participants must meet the minimum spend amount by making **“Eligible Spending Transaction(s)”** using their Eligible Credit Cards.
- 8. **“Eligible Spending Transaction(s)”** means purchase transactions for goods and services that includes local, overseas and online transactions excluding spending on flights (Merchant Category Code 3000 to 3303, 3308 and 4511) approved by CIMB and charged to the Eligible Credit Card during the Campaign Period.
- 9. For the avoidance of doubt, the following transactions are expressly excluded and shall not be treated as Eligible Foreign Spending Transaction(s):
  - i) Quasi Cash transactions – (example: betting and/or gaming transactions);
  - ii) Monthly instalments under any instalment payment facility provided by CIMB;
  - iii) Payment of annual fees or service charges, delivery charges, cash payments, card replacement fee, government service tax, dispute charges, fraud charges or any other fees, charges or penalties whether imposed by CIMB or otherwise;
  - iv) JomPAY, FPX, and/or Duitnow QR transactions;
  - v) Cash advance/withdrawal/deposit transactions; and
  - vi) Spending transactions which are subsequently cancelled or refunded, disputed, unauthorised or fraudulent transactions.

Any determination by CIMB as to what constitutes Eligible Transaction(s) shall be conclusive and shall not be challenged in any manner whatsoever unless the same appears as grossly unfair or unjust.

- 10. If the Eligible Participant has multiple Eligible Credit Cards, all Eligible Transaction(s) made on all Eligible Credit Cards under the same account including supplementary cards will be consolidated and considered as Eligible Transactions.
- 11. All Eligible Transaction(s) will be automatically tracked by CIMB for the purpose of awarding the Cash Back. 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.
- 12. CIMB shall not be held responsible or liable for any delay in the posting of the Eligible Transaction(s) to the Eligible Participants' Eligible Credit Card and/or error or omission in the posting of the same due to any reasons arising including but not limited to the delay on the part of the merchant unless the same is due to the gross negligence and/or default of CIMB. 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 Participants' Eligible Credit Card by Mastercard, merchant establishments or any other party unless the same is due to the gross negligence or default of CIMB.

#### Cash Back and Fulfillment Criteria Process

13. The total Cash Back pool allocated for the Campaign is Ringgit Malaysia Forty-Six Thousand and Three Hundred (RM46,300) only. The Cash Back will be given away on a “first come first served” basis. Once the Cash Back pool has been fully taken up, Eligible Participant will not be entitled for the Cash Back even the Eligible Participant fulfils the Minimum Spend.
14. Subject to the terms and conditions herein, upon successfully meeting the Minimum Spend, the Eligible Participants shall be rewarded with the Ringgit Malaysia One Hundred and Fifty (RM150) Cash Back, subject to Cash Back capping of Ringgit Malaysia One Hundred and Fifty (RM150) per Eligible Participant.
15. CIMB will make the final determination on the computation and amount of the Cash Back which will be considered correct unless there is a clear error. The Eligible Participants may contact CIMB if they believe such an error has occurred. The Cash Back cannot be exchanged for a different prize or reward of similar value or any other alternatives in any circumstances.
16. Subject to Clause 14 of these terms and conditions, the Monthly Cash Back obtained during the Campaign Period by each Eligible Participant shall be credited into the Eligible Participant’s Eligible Credit Card’s principal account within four (4) weeks from the end of Campaign Period (“**Fulfilment Period**”). The Eligible Participants should notify CIMB within eight (8) weeks from the Fulfillment Period (“**Specified Period**”) if the Cash Back was not credited. If the Eligible Participants do not notify CIMB within the Specified Period, the Cash Back will be considered as successfully credited.
17. Only the Eligible Participant who is a principal cardholder shall be eligible to the Cash Back rewarded under this Campaign.
18. At the time of the receipt of the Cash Back by the Eligible Participants, the Eligible Credit Card account(s) of the Eligible Participants MUST NOT be delinquent, and/or be invalid or cancelled within CIMB’s definition, otherwise the Eligible Participant will be disqualified from participating or from receiving the Cash Back.
19. The Eligible Participants who are entitled to receive the Cash Back shall receive a notification via SMS from CIMB that they are entitled to the Cash Back. The Cash Back amount will be reflected in the Eligible Participant’s subsequent credit card monthly statement after the crediting of the Cash Back if they are entitled to receive the Cash Back.
20. The notification by CIMB will be based on the Eligible Participants’ telephone number in Malaysia maintained with CIMB.
21. CIMB will not entertain any complaint(s) whatsoever in connection with the Cash Back and shall not be responsible or held liable in any manner whatsoever in respect of any technical failures or any kind of, intervention, interruptions and/ or electronic or human error in administration and/or processing of the transaction performed via CIMB Credit Card unless the same is due to the gross negligence or wilful default of CIMB.

22. CIMB accepts no responsibility for any tax implications that may arise from the Cash Back or the use thereof. Any tax filing obligation or any tax payment due to any authority as a result of receipt of the Cash Back remains the sole responsibility of the Eligible Participants. It is the responsibility of each Eligible Participant to seek independent advice on the possible implications this may have on his/her own financial situation.

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

23. The Eligible Participants agree that by participating in the Campaign, they:
- a) are required to read and understand these Terms and Conditions
  - b) have accessed, read and confirm 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 in accordance with the CIMB Group Privacy Notice at [www.cimb.com.my/en/personal/privacy-policy.html](http://www.cimb.com.my/en/personal/privacy-policy.html);
  - e) agree that all decisions reasonably made by CIMB in relation to every aspect of this Campaign, including the Cash Back to be given away and determination of the Eligible Participants, shall be final, binding and conclusive; and
  - f) agree that CIMB shall not be liable or held responsible to the Eligible Participants 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 unforeseen circumstances which is beyond CIMB's reasonable control.
24. The Eligible Participants will be disqualified from participating in the Campaign and/or the Cash Back will be forfeited if, during the Campaign Period and/or before the crediting of the Cash Back:
- a) The Eligible Participants are in breach of the terms and conditions governing the Eligible Credit Cards;
  - b) The Eligible Credit Cards 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 Eligible Credit Cards is delinquent, invalid or cancelled by the Eligible Participants or CIMB.
25. CIMB shall have the right to disqualify any Eligible Participants that it determines to be:
- a) tampering with the entry; and/or
  - b) acting in breach of these Terms and Conditions.

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 Eligible Participants 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 Participants for any losses, damages, costs or expenses as may be suffered or incurred by the Eligible Participants as a direct or indirect result of any Cash Back and/or any cancellation, suspension, shortening or extension of the Campaign.

26. CIMB shall not be liable to any Eligible Participants 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 Participants participation or non-participation in the Campaign; and/or
- b) Any non-receipt or delayed receipt by the Eligible Participants of the SMS and/or WhatsApp

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

27. 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 Participants 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 Participants from the date as specified by CIMB in the notification.
- c) If the changes 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 Participants about these changes as soon as possible.
- d) Eligible Participants 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.

28. CIMB will not be liable to the Eligible Participants for any loss or damage suffered or incurred by the Eligible Participants as a direct or an indirect result of the Amendment.

29. Eligible Participants 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 Eligible Participants:

- a) participation in the Campaign; and/or
- b) receipt, redemption or use of the Cash Back; and/or
- c) breach or failure to comply with these Terms and Conditions.

30. 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 Eligible Credit Cards which shall apply in addition to these Terms and Conditions.

31. These Terms and Conditions are subject to and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia and other relevant regulatory bodies to which CIMB is subject.
32. 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.
33. 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 Participants do click on the Third Party Links, the Eligible Participants understand that they are accessing the Third Party Links at their own risk and CIMB is not responsible for any losses the Eligible Participants may incur.
34. Eligible Participants may contact CIMB's Customer Resolution Unit ("CRU") for any feedback and/or complaint in relation to this Campaign via letter, phone call, or email:  
  
Address: CIMB Bank Berhad / CIMB Islamic Bank Berhad, Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan  
Telephone No: 603 6204 7788  
Email: [contactus@cimb.com](mailto:contactus@cimb.com)
35. CIMB may change the above contact details by notifying the Eligible Participants by way of announcement at CIMB's website or by any other means of notification which CIMB may select.