

Terms and Conditions governing the new-to-bank account sign-up promotion – OBCA (Online Business Current Account)

1. Definitions

Unless otherwise defined in these Terms and Conditions, the following words and phrases shall have the meanings hereby assigned to them:

- a. “Bank” or “CIMB” means CIMB Bank Berhad, Singapore Branch.
- b. “Customer” means a new customer of CIMB who successfully opens an Eligible Account.
- c. “Eligible Account” means the business account types (for CIMB BusinessGo, CIMB BusinessGo-i, CIMB BusinessGo Lite, CIMB BusinessGo-i Lite) which are valid, subsisting and in good standing at all times during this Promotion as determined by the Bank at its discretion.
- d. “Promotion” means the promotion governed by these Terms and Conditions.
- e. “Promotion Period” means the period from 29 Sep 2022 to 31 Dec 2022, both dates inclusive.
- f. “Terms and Conditions” means these terms and conditions of this Promotion.

2. Waiver and Gift

- 2.1. Customers who meet the following conditions shall be eligible to receive S\$100 worth of shopping vouchers (the “Gift”):
 - a. Successful account opening of an Eligible Account via CIMB Online Account Opening platform (OBCA); and
 - b. Funds at least SGD5,000 into the Eligible Account (within the first 2 months from account opening).
- 2.2. For the avoidance of doubt, the Gift is available on a first come first served basis, for the first 400 successful account applications, and will be awarded on a per Customer basis. In event of multiple applications from Customer, Customer will only receive one set of the Gift. The Gift will be awarded to the Customer within 6 months from account opening date.
- 2.3. Details and procedures for the redemption of the Gift will be communicated separately to the Customers who are entitled to receive the Gift. The Bank does not assume any liability or responsibility and shall not be liable or responsible for any failure or delay in the Customer’s receipt of the Gift.

- 2.4. The Bank reserves the right to vary or substitute the Gift with other items of similar or equal value at any time without having to give any notice or provide any explanation.
- 2.5. The Gift is not exchangeable for cash, credit or kind, in full or in part, and is not replaceable if lost, damaged or stolen.
- 2.6. CIMB will not be liable or responsible for any defects, deficiency, quality, merchantability, the fitness or any other aspect of the Gift or any goods or services redeemed / claimed under the Promotion, or the acts or defaults of the merchant, agent, supplier or service provider of the Gift or any goods or services redeemed under the Promotion.
- 2.7. CIMB is not an agent of the merchants, agents, suppliers or service providers. Any dispute about the quality or service standard must be resolved directly with the merchants, agents, suppliers or service providers.
- 2.8. The merchants, agents, suppliers or service providers may impose conditions for the redemption of the Gift, or goods or services. CIMB will not be responsible or liable for any injury, loss, claim or damage whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of the redemption or usage of the Gift or goods or services or in connection with the Promotion howsoever arising. CIMB and the participating merchants, agents, suppliers or service providers reserve the right to vary / amend the terms and conditions without prior notice or giving any reason or being liable to any person. No correspondence appeal or claims will be entertained.
- 2.9.
 - a. The Customer agrees and acknowledges that the Bank may at its discretion forfeit or reclaim the Gift or charge to and debit an amount equivalent to the value of the Gift, if already awarded / redeemed, from the account(s) maintained by the Customer with the Bank, if the Customer closes the Eligible Account within six (6) months from the date of account opening.
 - b. If the Bank subsequently discovers that the Customer is in fact not eligible to participate in or does not qualify for the Promotion, the Bank may at its discretion, forfeit or reclaim the Gift or charge to and debit an amount equivalent to the value of the Gift, if already awarded, from account(s) maintained by the Customer with the Bank.
 - c. Without prejudice to the generality of the foregoing sub-paragraphs, in the event where the monies standing to the credit of the account(s) maintained by the Customer with the Bank is not sufficient to reimburse the Bank for the value of the Gift (if awarded), the Customer agrees and consents to immediately reimburse the Bank for the value of the Gift.

3. General

- 3.1. Participation in the Promotion is subject to these Terms and Conditions. By participating in this Promotion, the Customers agree to be bound by these Terms and Conditions.
- 3.2. These Terms and Conditions shall be read in conjunction with the Terms and Conditions Governing the Operations of Deposits Accounts, Terms and Conditions Governing E-Alerts, Terms and Conditions for the Use of Electronic Banking Services, Terms and Conditions Governing E-statements, Personal Data Protection Terms and Conditions (Corporate), Terms and Conditions For Virtual Account Service, whichever is applicable, and in particular the Terms and Conditions Governing the CIMB BusinessGO Account / CIMB BusinessGO-i Account / CIMB BusinessGo Lite Account / CIMB BusinessGo-i Lite Account (copies of which are available for viewing at www.cimb.com.sg) (collectively the “CIMB Terms and Conditions”).
- 3.3. The CIMB Terms and Conditions continue to apply and be binding on the Customers. In the event of any conflict or inconsistency between these Terms and Conditions and the CIMB Terms and Conditions, in respect of the Promotion, these Terms and Conditions shall prevail only to the extent of matters relating to this Promotion. In the event of any inconsistency between these Terms and Conditions and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Promotion, these Terms and Conditions shall prevail.
- 3.4. The Bank may, at any time and at its sole and absolute discretion, vary, amend, delete or add on to any of these Terms and Conditions, including but not limited to varying the Promotion Period, the eligibility criteria, or terminating the Promotion at any time without giving any reason or prior notice or assuming any liability to any Customers, and all Customers shall be bound by these amendments with effect from the earliest of the following:
- a. the date the Bank places notice of such changes on its Singapore website;
 - b. the day after the Bank sends notice of such changes to the Customer’s last known address in the records of the Bank by ordinary post;
 - c. the day after the Bank sends notice of such changes to the Customer by short messaging system (SMS) or electronic mail; and/or
 - d. the date the Bank places such notice at all of its branch(es) in Singapore.
- The Bank shall not be liable for any claims, costs, expenses, losses or damages suffered by any person as a result of the aforementioned matters.
- 3.5. The Bank shall not be responsible for any loss to or expenses of any Customer or any other person in connection with the Promotion, howsoever arising.
- 3.6. The Bank’s decision on all matters relating to this Promotion shall be final, conclusive and binding on the Customers. The Bank shall not be obliged to give any reason or enter into any correspondence with the Customers or any persons on any matter concerning this Promotion and no appeal, correspondence or claims will be entertained.

- 3.7. The Promotion is not valid with any other privileges or promotions unless otherwise stated.
- 3.8. By participating in the Promotion, each Customer is deemed to have consented to the collection, use and disclosure of the personal data of the Customer or its representative(s) by CIMB, CIMB's vendors, CIMB's partners, suppliers, the organisers, sponsors, promoters and/or their respective contractors for verifying the eligibility of the Customer, contacting the Customer (including by voice call or text message) regarding the Promotion, and all purposes related to the Promotion.
- 3.9. While the information provided herein is believed to be reliable as at the date of printing, the Bank makes no representation or warranty whether expressed or implied, and accepts no responsibility or reliability for its completeness or accuracy.
- 3.10. A person who is not a party to these Terms and Conditions and/or any agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of such agreement or any of these Terms and Conditions.
- 3.11. The Terms and Conditions are governed by the laws of Singapore and all Customers shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.

CIMB Bank Berhad (13491-P)
Information is correct as at 7 September 2022