



Terms and conditions governing CIMB Credit Card celebrates the launch of CIMB Plaza Spend and Get Cashback Promotion (“Promotion”)

1. The Promotion is valid from 1 June to 2 August 2022, both dates inclusive (“Promotion Period”).
2. Wherever the following terms appear in these Terms and Conditions, they shall have the respective meanings specified below unless the context otherwise requires:

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| a. Principal Cardmember | Principal Cardmembers who hold a Singapore-issued CIMB Credit Card, except the following who shall not be eligible for the Promotion: employees of CIMB Bank Berhad (Singapore Branch) (“CIMB Bank”, the “Bank” or “CIMB”), and any other parties who are directly involved in organizing, promoting or conducting the Promotion as determined by CIMB Bank. |
| b. Business Day | Means any day (excluding Saturdays, Sundays and public holidays) on which banks in Singapore and the Bank are open for banking business. |
| c. Eligible Spend Criteria | A minimum of S\$88 spent in one transaction on Eligible Transaction(s) on any CIMB Credit Card during the Qualifying Period. |
| d. Eligible Transaction(s) | Eligible Retail Transactions and/or Eligible Online Transactions. Eligible Transaction(s) do not include any ineligible transactions under clause 26. |
| e. Eligible Retail Transactions | Retail transactions, <u>excluding</u> ez-Link/Transit Link top-up/reload, AXS payments, SAM payments, insurance transactions, payments to insurance companies, payment to any donations or payments to non-profit organizations (this includes but is not limited to religious and charitable organizations and social services), instalment loans, cash advances, balance transfers, funds transfers, instalment payment plan transactions, fees, finance charges, interest charges, credit balance(s) and/or any amount brought forward from the last statement, unposted, cancelled, disputed, reversed, refunded, unauthorised or fraudulent transactions. |
| f. Eligible Online Transactions | Online retail transactions shall include all local and overseas online retail transactions, including card-not-present transactions like e-commerce/mall/mobile application transactions. For the avoidance of doubt, transactions must be performed at retail establishments that fall within any of the following Merchant Category Codes (MCC) with POS Entry Mode '01' or '10' for CIMB Visa Cards or POS Entry Mode '81' or '10' for CIMB Mastercard cards. |
| g. Cashback(s) | S\$1.88, S\$8 or S\$88 |
| h. Qualifying Period | The period (i.e. 1 June to 2 August 2022) that Eligible Transaction(s) is/are performed and captured in CIMB Bank’s records. |

Eligibility and Qualifying Criteria for Promotion

Eligibility Criteria

- To participate in the Promotion, the Principal Cardmember(s) must **first accept these T&Cs in the CIMB Whatapp EVA chatbot** (“EVA”) during the Promotion Period.
- By participating in the Promotion, Principal Cardmembers consent to CIMB Bank contacting them via SMS/ WhatsApp for the purposes of the Promotion notwithstanding any registration made by the Principal Cardmember on the Do Not Call Registry as well as any opt out of Marketing Messages via Voice Call, Phone Call, SMS/WhatsApp, eDM and MMS (Text Messages) with CIMB Bank.

Participation in WhatsApp EVA Redemption

- Promotion is applicable to Principal Cardmember(s) whose mobile numbers are maintained and updated in CIMB Bank’s records.
- WhatsApp message must be sent using the Principal Cardmember’s Singapore-registered mobile number held in CIMB Bank’s records in order to be eligible for the Promotion. An SMS or WhatsApp message sent from any other mobile number (including the Supplementary Cardmember’s mobile number) will not qualify and will be considered as an invalid entry.
- An automated WhatsApp message will be sent to the Principal Cardmember who has sent a WhatsApp message for the Promotion and the automated WhatsApp message sent by the Bank will constitute the confirmation of participation of an eligible Principal Cardmember for the Promotion, subject to these terms and conditions.
- The sending and receiving of a WhatsApp message is service provider dependent. CIMB Bank will not be responsible in any manner whatsoever for any delay or failure caused in the sending or receiving of any WhatsApp message, or any ineligibility to participate in the Promotion resulting from the same.

Participation Criteria and Cashback for the Promotion
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- Upon successful acceptance of the Terms and Conditions via WhatsApp message, the Principal Cardmember will be allocated the following opportunity to redeem the Cashback, set out in the table below, subject to further terms and conditions set forth herein:

Cashback	Cashback Period	Promotion Period	Participation Criteria	Cashback(s) Allocation
S\$88, S\$8 or S\$1.88	1 June to 2 August 2022	1 June to 2 August 2022	A minimum of S\$88 spend in one transaction on Eligible Transactions	1 Cashback per day

- In order to qualify to redeem the cashback, the Terms and Conditions must be accepted by the Principal Cardmember. For avoidance of doubt, the Principal Cardmember only needs to accept the Terms and Conditions once successfully during the entire Promotion Period.
- The Principal Cardmember has to hit Eligible Spend Criteria during the Qualifying Period, based on the transaction date as captured by CIMB Bank transaction records and such transaction must be posted to Cardmember’s Credit Card account in order for it to count towards the Eligible Spend Criteria. In order to redeem the Cashback, the Principal Cardmember has to click the Whatsapp message “Yess, let’s go” (“WA Redemption Message”) to redeem the Cashback every time he/she receives a WA Redemption Message notifying him/her to see how much Cashback he/she is getting. The WA Redemption Message will only be sent on Business Days and will not be sent on non-Business Days. For the avoidance of doubt, if the Principal Cardmember does not click on the WA Redemption Message to redeem the Cashback, the Principal Cardmember will not receive the Cashback even if he/she hits the Eligible Spend Criteria and receives the WA Redemption Message. If the Principal Cardmember receives the Whatsapp message stating that he/she has additional Cashback not redeemed, he/she must click on the “Draw Again” button to redeem such additional Cashback, otherwise such additional Cashback will not be awarded.
- By way of illustration, if Eligible Transaction(s) is made on 12 July 2022, but is only posted to Cardmember’s Credit Card account in CIMB Bank transaction records later than 12 July 2022 (e.g. 19 July 2022), and provided that all Cashbacks have not been fully redeemed by the time the WA Redemption Message is sent, then the Principal Cardmember will only receive the WA Redemption Message after the posting date and on a Business Day.
- For the avoidance of doubt, if the Principal Cardmember does not make/meet the Eligible Spend Criteria on Eligible Transactions during the Qualifying Period, he/she will not receive the WA Redemption Message to redeem the

- Cashback. If the Principal Cardmember spends more than the Eligible Spend Criteria per day (e.g. by making 2 times of S\$100 Eligible Transactions), subject to these terms and conditions, he/she will only be awarded with 1 Cashback per day. In addition, if the Principal Cardmember hits the Eligible Spend Criteria in more than 1 CIMB Credit Card per day, subject to these terms and conditions, he/she will only be awarded with 1 Cashback per day.
14. Any full and/or partial reversals on Eligible Transaction(s) charged during the Promotion Period will be taken into account in the crediting of Cashback. Any spend by a participant who is, found to be, or becomes, ineligible to participate in or disqualified from the Promotion will be deemed null and void.
 15. The Cashback will be credited into the Principal Cardmember's CIMB Credit Card account within 7 Business Days after the Cashback has been redeemed pursuant to these terms and conditions. If the Principal Cardmember has more than one CIMB Credit Card account, CIMB Bank reserves the right to determine in its absolute discretion which CIMB Credit Card account to credit the Cashback into.
 16. Opportunity(ies) to redeem Cashback allocated and Cashback awarded to the Principal Cardmember are non-assignable and non-transferable.
 17. Any opportunities accumulated and Cashback awarded by a participant who is, found to be, or becomes, ineligible to participate in or disqualified from the Promotion will be deemed null and void.
 18. CIMB Bank reserves the right, at its absolute discretion, to determine the number of opportunities to redeem Cashback allocated to an eligible Principal Cardmember.
 19. Foreign Currency transactions which are denominated in a currency other than Singapore Dollars shall be converted into Singapore Dollars for the purposes of calculating the Eligible Transactions.
 20. CIMB Bank shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by merchant establishments, postal or telecommunication authorities or any other party which may result in a charge incurred or the eligible Principal Cardmember's transactions being omitted from the allocation by CIMB Bank of opportunities to redeem Cashback during the Promotion Period.
 21. In order to be eligible to receive Cashback, the CIMB Credit Card account(s) must be in good standing order during the Promotion Period and up till the time the Cashback is credited. In the event that the relevant eligible CIMB Credit Card account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reason whatsoever before the Cashback is credited, CIMB reserves the right to disqualify the Cardmember from the Promotion and/or forfeit the Cashback revealed in the redemption for the Credit Card account that is not in good standing order.
 22. For the avoidance of doubt, if the Principal Cardmember spent on any of his CIMB Credit Card(s) during the Qualifying Period but any of the card is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reason whatsoever during the Promotion Period (or such a time up till the Cashback is credited), the Cashback revealed in the redemption for that particular card will not be credited.

WhatsApp EVA Cashback

23. The total number of Cashback (8,888) will be allocated as follows:

Cashback	No. of Cashback
S\$1.88	8600
S\$8	200
S\$88	88
	8,888

24. The maximum number of Cashbacks that will be given under this Promotion is 8,888. If all 8,888 Cashbacks have been redeemed, the Bank will no longer send the WA Redemption Message even if the Principal Cardmember hits the Eligible Spend Criteria during the Promotion Period.
25. The allocation of the Cashback amount has been pre-determined by the Bank and the Bank reserves the right, at its absolute discretion, to determine the allocation of the Cashback, including the Cashback amount, whether the Principal Cardmember is eligible for the Cashback and whether to send the WA Redemption Message.

Exclusions from 'Eligible Transactions'
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26. The following transactions shall be excluded from the calculation of Eligible Transactions:
 - Any ez-Link/Transit Link top-up/reload
 - Any payments made to CardUp, iPaymy, Mileslife, SmoovPay and YouTrip

- Any top-ups or payment of funds to payment service providers (this includes but is not limited to GrabPay, Singtel Dash, beePay, Lazada top-ups)
- Any payments to online trading platforms and brokerages
- Any crypto currencies transactions
- Any recurring bill payments
- Any cash advances
- Any gambling-related transactions
- Any quasi-cash transactions
- Any payments to insurance companies and insurance transactions
- Any payments to government institutions (this includes but is not limited to government services, government related postal services, government related purchases, court costs, fines, bail and bond payments and tax payments)
- Any donations or payments to non-profit organisations (this includes but is not limited to religious and charitable organizations and social services)
- Any payments for utilities (this includes but is not limited to electric, gas, heating oil, sanitary and water utility bill payments)
- Any payments done via any AXS network
- Any payments done via any SAM network
- Any late payment charges or interest charges on any Card
- Any fees payable to the Bank (or any other third party) for transfer of any debit balance on any other credit card to a Card
- Any instalment loans and/or instalment payment plan transactions
- Any other interest, fees and charges (including without limitation, cash advance, annual or monthly fees or charges) imposed by the Bank from time to time
- Balance and/or funds transfers to or from the Card Account
- Any credit card transaction that was subsequently unposted, cancelled, disputed, reversed, refunded, unauthorised or fraudulent for any reason and
- Any other transactions that may be prescribed by the Bank

General Terms and Conditions

27. By participating in the Promotion, the Cardmembers are deemed to have read, understood and agreed to be bound by the Terms and Conditions herein and the decisions of CIMB Bank. Decision of CIMB Bank and/or CIMB Bank's judges in relation to the Promotion shall be final, binding and conclusive. CIMB Bank reserves its absolute rights and discretion to disqualify and/or reject any Cardmembers that it determines or reasonably suspects to be tampering with the process or the operation of the Promotion, or to be acting in breach of the Terms and Conditions herein.
28. CIMB Credit Card account(s) must be in good standing during the Promotion Period and up till the time the Cashback(s) are credited. In the event that the relevant Eligible Credit Card account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reason whatsoever before the Cashback(s) are credited, CIMB reserves the right to disqualify the Cardmember from the Promotion and/or to not award the Cashback(s) to the Cardmember.
29. Credit card transactions used for this Promotion will not be valid for other promotions organized by CIMB Bank and vice versa unless otherwise stated.
30. Cashback must be taken as provided and are not refundable, exchangeable for cash, credit or other goods and services and are non-transferable.
31. The Bank reserves the right to charge or recover from the Cardmember or revoke the full value of the Cashback, should (i) the card transaction(s) used for qualifying for the Promotion be cancelled or void for any reason whatsoever or (ii) the Cardmember no longer qualifies or is eligible for the Cashback or (iii) the Cardmember breaches any of the terms and conditions contained herein.
32. CIMB Bank will not accept any liability in relation to the Cashback offered under the Promotion.



33. In case of dispute arising from or relating to the Promotion (including any dispute as to CIMB Bank's determination of the eligibility of any Cardmember to the Cashback(s)), the decision of CIMB Bank shall be final, conclusive and binding. No correspondence or claims will be entertained.
34. CIMB Bank assumes no responsibility for incomplete, incorrect, lost, late, damaged, illegible, misdirected forms and/or other forms of communication which may result in the ineligibility of the Principal Cardmember to participate in the Promotion or to qualify for any Cashback.
35. By participating in the Promotion, all participants agree and consent that CIMB Bank may use, disclose and process personal data provided by them for one or more of the purposes stated in CIMB Bank's Terms and Conditions Governing Personal Data Protection Act (PDPA) 2012 (available on www.cimb.com.sg) and for the purposes stated below and all participants confirm that they have read and agree to be bound by the terms stated therein, as may be amended, supplemented and/or substituted by CIMB Bank from time to time:
 - a. disclosing the personal data of the participants of the Promotion for the purposes of identifying the said winners, including disclosing such data to the vendors involved in relation to the Promotion;
 - b. administering and conducting the Promotion, including announcing the results of the Promotion and identifying and contacting the participants; and
 - c. publishing and/or displaying the names and/or the pictures/photographs of the participants of the Promotion for print advertisements or other publicity materials.
36. All other terms and conditions applicable to and governing the use of CIMB Credit Cards ("Product Terms") and Terms and Conditions Governing Personal Data Protection Act (PDPA) 2012 will continue to apply with full force and effect. For full details, please visit www.cimb.com.sg.
37. In the event of any inconsistency between these terms and conditions and/or any application form, brochure, marketing or promotional material relating to the Promotion, these terms and conditions shall prevail to the extent of matters relating to this Promotion.
38. CIMB Bank reserves the right to amend, revoke, vary or add to the terms and conditions of the Promotion or suspend or terminate the Promotion and/or any of its governing terms in its absolute discretion at any time without any liability and such changes shall be binding on all Cardmembers with effect from the earliest of the following:
 - a. the date CIMB Bank places notice of such changes on its Singapore website;
 - b. the day after CIMB Bank sends notice of such changes to the Principal Cardmember's last known address in the records of CIMB Bank by ordinary post;
 - c. the date after CIMB Bank sends notice of such change to the Principal Cardmember by short messaging system (SMS) or electronic mail; and/or
 - d. the date CIMB Bank places such notice at all of its branch(es) in Singapore.
39. Any termination, suspension, amendment or variation of this Promotion by CIMB Bank or the terms and conditions herein shall not entitle any Cardmember to any claims or compensation from CIMB Bank for any and all losses or damages suffered or incurred by that Cardmember, whether directly or indirectly caused.
40. These terms and conditions shall be governed by the laws of Singapore and the participants in the Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
41. A person who is not a party to any agreement governed by these terms and conditions shall not have any right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these terms and conditions.

Information is correct as at 1 June 2022

CIMB Bank Berhad (13491-P)