

## Terms and Conditions governing CIMB Abecha Esso Fleet Card Promotion ("Promotion")

- 1. Promotion is valid from 23 September 2021 to 28 February 2022, ("Promotion Period") unless otherwise stated.
- 2. The Promotion is open to all CIMB Credit Cardmember(s) who hold a CIMB Credit Card issued by CIMB Bank Berhad, Singapore Branch ("CIMB Bank" or "the Bank") ("Cardmember").
- 3. To enjoy the Promotion (18% fuel discount at Esso using Abecha Esso Fleet Card, capped at a S\$800 monthly fuel limit per Abecha Esso Fleet Card per vehicle):
  - a) Cardmember must sign up for an Abecha Esso Fleet Card per vehicle under <u>https://www.abecha.com/cimb-cardholders-fuel-discount</u> and set up a recurring payment with a CIMB Credit Card for each Abecha Esso Fleet Card. For the avoidance of doubt, a Cardmember may sign up for only one Abecha Esso Fleet Card per vehicle.
    - Upon successful submission(s), the Abecha Esso Fleet Card (s) will be mailed to you within 7-10 working days.
    - A refundable security deposit of S\$100 per Abecha Esso Fleet Card per vehicle will be reflected on your first invoice for each of your Abecha Esso Fleet Cards and will be charged to your CIMB Credit Card when the relevant Abecha Esso Fleet Card is issued. The security deposit(s) will only be refunded upon Abecha Esso Fleet Card cancellation and subject to settlement of any and all outstanding charges due to Abecha.
  - b) Use your Abecha Esso Fleet Card at Esso stations.
    - Cardmember is required to pay using the relevant Abecha Esso Fleet Card for the relevant vehicle directly at the station pump and is not required to make payment at the cashier.
  - c) Transactions will be billed weekly to your CIMB Credit Card and will be reflected as 'Abecha' on the credit card statement.
    - Transactions made between  $1^{st} 7^{th}$  of the month will be billed on the  $13^{th}$ ,
    - Transactions made between 8<sup>th</sup> 14<sup>th</sup> will be billed on the 20<sup>th</sup>,
    - Transactions made between 15<sup>th</sup> 21<sup>st</sup> will be billed on the 27<sup>th</sup>,
    - Transactions made between 22th 30th / 31st will be billed on the 6th of the following month.

Please be informed that if it falls on a Saturday, deduction will be on the Friday; if it falls on a Sunday, deduction will be on the next Monday and if it falls on a Public Holiday, deduction will be on the following working day.

- This Promotion is subject to Abecha's terms and conditions. Other special terms and conditions relating to this Promotion may also apply. Please refer to <u>https://www.abecha.com/cimb-cardholders-fuel-discount</u> for more details.
- 5. For enquiries or assistance, please email to Abecha at custcare\_bc@abecha.com or call +65 6333 1188.
- 6. Promotion cannot be used in conjunction with other promotions, gift certificate redemption, offers and/or additional discounts, unless otherwise stated.
- 7. CIMB Credit Card account(s) must be in good standing. In the event that the relevant Cardmember's CIMB Credit Card Account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reason whatsoever, CIMB Bank reserves the right to disgualify the Cardmember from the Promotion.
- 8. CIMB Bank will not accept any liability in relation to the Promotion offered under the Promotion. CIMB Bank gives no representation or warranty with respect to the quality of the Promotion or their suitability for any purpose and shall not be responsible for any consequence, loss, injury, claim or damage suffered or incurred from or in connection with the Promotion and/or the redemption or use of the Promotion. Any dispute or feedback concerning participating merchant(s) and/or their goods and services shall be settled directly between the Cardmember and the participating merchant(s). CIMB Bank bears no responsibility for resolving such disputes or for the dispute itself and shall not be liable for any loss, injury, claim or damage suffered or incurred as a result of the merchant's goods and services.



- 9. 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 Promotion), the decision of CIMB Bank shall be final, conclusive and binding. No correspondence or claims will be entertained.
- 10. 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 Cardmember to participate in the Promotion or to qualify for any Promotion.
- 11. 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 <u>www.cimb.com.sg</u>.
- 12. 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.
- 13. 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 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 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.
- 14. 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.
- 15. 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.
- 16. 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 (Cap. 53B) to enforce any of these terms and conditions.

## Information is correct as at 23 September 2021

## CIMB Bank Berhad (13491-P)