

Terms and conditions governing CIMB Pays My Card Bills Lucky Draw 2020/21 ("CIMB Pays My Card Bills Lucky Draw" or "Promotion")

- 1. The Promotion is valid from 1 September 2020 to 28 February 2021, 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:
 - a. Principal Cardmember Principal Cardmembers who hold a Singapore-issued CIMB Credit Card, except the following who shall not be eligible for the Draw: employees of CIMB Bank Berhad (Singapore Branch) ("CIMB Bank" or "CIMB"), and any other parties who are directly involved in organizing, promoting or conducting the Draw as determined by CIMB Bank.
 - b. Registration Period 1 September 2020 (Singapore Time (SGT) 00:00) to 28 February 2021 (Singapore Time (SGT) 23:59), or at such other time as may be determined by CIMB Bank in its absolute discretion.
 - c. Qualifying Spend Period 1 September 2020 to 28 February 2021
 - d. Eligible Spend Criteria Every S\$10 spent on Eligible Transaction(s) on any CIMB Credit Card during the Qualifying Spend Period
 - e. Eligible Transaction(s) Eligible Retail Transactions and/or Eligible Online Transactions
 - f. Eligible Retail Transactions Retail transactions, <u>excluding</u> ez-Link/Transit Link topup/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.
 - g. Eligible Online Transactions Online retail transactions shall include all local and overseas including online retail transactions, 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.
 - h. Prize(s) Grand Prize(s) and Monthly Prize(s)
 - i. Grand Prizes 6 months' worth of CIMB Credit Card Bills (Capped at S\$30,000 Cash Credit) ("Grand Prize")



j. Qualifying Period

The period (e.g. 1 September 2020 to 28 February 2021) that Eligible Transaction(s) is/are performed and captured in CIMB Bank's records for the purposes of accumulating chance(s) for the Grand Prize.

- k. Monthly Prizes
- I. Qualifying Month

The particular month that Eligible Transaction(s) is/are performed and captured in CIMB Bank's records for the purposes of accumulating chance(s) for a Monthly Prize.

S\$1,000 Cash Credit ("Monthly Prize")

Eligibility and Qualifying Criteria for Promotion

Registration Criteria

- 3. **To participate in the Promotion, the Principal Cardmember(s) must** <u>first register</u> his/her participation via SMS Registration or Call Centre channels during the Promotion Period.
- 4. New Principal Cardmembers who do not hold any Principal CIMB Credit Cards as of 31 August 2020 and apply for a new Principal CIMB Credit Card(s), whose application is successfully approved during the Promotion Period and the new Principal CIMB Credit Card(s) is activated during the Promotion Period, will be <u>auto-enrolled</u> into this Promotion and are not required to register their participation separately.
 - a. Auto-enrolment is not applicable for existing Principal Cardmembers who have a CIMB Credit Card(s) account as of 31 August 2020 prior to the start of the Promotion (e.g. 1 September 2020).
 - b. Auto-enrolment date will be based on the first new Principal card's activation date for new Principal Cardmembers whose card is successfully approved and activated during the Promotion Period.
 - c. In the event that the new Principal Cardmember registers in via the registration channels stated in clause 3 to participate in the Promotion, the registration date taken into account will be based on whichever is earlier between the date of the auto-enrolment and date of registration via registration channels under clause 3.
 - d. Please note that with the auto-enrolment, new Principal Cardmembers will receive marketing/notification SMS and/or other form of communication channels relating to the Promotion.
- 5. Existing Principal Cardmembers who hold a CIMB Credit Card(s) account as of 31 August 2020 are required to register only once via the registration channels as stated in Clause 3 to participate in the Promotion.
- 6. If the Principal Cardmember sends in multiple registration(s), he/she will be deemed to have registered for the Promotion based on the first successful registration received by CIMB Bank during the Registration Period. Any subsequent registration(s) received by CIMB Bank after the first successful registration during the Registration Period will be disregarded and considered invalid.
- 7. Registration(s) received by CIMB Bank after the close of registration (i.e. after the end of the Registration Period) will be considered as invalid entries.
- 8. Upon successful registration by the Principal Cardmember, all spending on Eligible Transactions made on all of his/her CIMB Credit Card accounts during the Qualifying Period/Qualifying Month will be aggregated for the purposes of tabulating the number of chance(s) for the Promotion.
- 9. For the purposes of determining the date of successful registration, each day of the Registration Period will run on a 24-hour clock time format e.g. from Singapore Time (SGT) 00:00 to Singapore Time (SGT) 23:59 of that particular day.
- 10. By participating in the Promotion, Principal Cardmembers consent to CIMB Bank contacting them via SMS 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, eDM and MMS (Text Messages) with CIMB Bank.



Registration Format

SMS Registration Channel

- 11. Principal Cardmember(s) can register his/her participation by sending an SMS in the below prescribed format.
- 12. The SMS to register for the Promotion must be sent to "75558", in the following prescribed format:

WIN6M<space>Last 4 characters of Principal Cardmember's NRIC or Passport number

Example: WIN6M 987A

- 13. Promotion is applicable to Principal Cardmember(s) whose mobile numbers are maintained and updated in CIMB Bank's records.
- 14. SMS(es) must be sent in the prescribed format 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 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 SMS sent from an overseas number will not qualify.
- 15. Principal Cardmember who sends in an SMS registration from overseas will bear the roaming charges to his/her service provider.
- 16. For the avoidance of doubt, SMS(es) which are not in the prescribed format or are incorrect will not qualify for the Promotion and will be considered as an invalid entry.
- 17. An automated SMS acknowledgment reply will be sent to the Principal Cardmember who has sent an SMS to register for the Promotion and the automated SMS acknowledgement reply will constitute the confirmation of registration of an eligible Principal Cardmember for the Promotion, subject to these terms and conditions. However, the automated SMS acknowledgment reply does not constitute a confirmation of the award of the Prize(s).
- 18. The sending and receiving of an SMS 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 SMS, or any ineligibility to participate in the Promotion resulting from the same.

Call Centre Registration Channel

- 19. Principal Cardmember(s) can register his/her participation by providing consent to CIMB Bank Call Centre during the voice call.
- 20. Request(s) made by a Supplementary Cardmember will <u>not</u> be eligible to participate in the Promotion and will be considered as an invalid entry.



Participation Criteria and Prizes for the Promotion

21. Upon successful registration for participation, the Principal Cardmember will be allocated the following chance(s), set out in the table below, subject to further terms and conditions set forth under each participation criteria:

Prize Category	Prize	Registration Period	Qualifying Spend Period	Participation Criteria	Chance(s) Allocation
Grand Prize	6 months' worth of CIMB Credit Card Bills (capped at \$\$30,000 Cash Credit)	1 September 2020 to 28 February 2021	1 September 2020 to 28 February 2021	Every S\$10 spend on Eligible Retail Transactions	1 chance
Monthly Prize	S\$1,000 Cash Credit	1 September 2020 to 28 February 2021	1 to 30 September 2020	Every S\$10 spend on Eligible Online Transactions New Principal Card approved & activated with a spend of any amount on Eligible Transactions during the Promotion Period	10 chances
			1 to 31 October 2020		
			1 to 30 November 2020		100 chances
			1 to 31 December 2020		
			1 to 31 January 2021		
			1 to 28 February 2021		

- 22. In order to qualify for the Grand Draw, registration must be received successfully by CIMB Bank latest by the end of the Qualifying Period. Upon successful registration, Eligible Transaction(s) and allocation of chance(s) will be calculated for the Qualifying Period.
- 23. In order to qualify for the respective Monthly Draw(s), registration must be received successfully by CIMB Bank latest by the end of the Qualifying Month. Upon successful registration, Eligible Transaction(s) and allocation of chance(s) will be calculated for that particular Qualifying Month. For avoidance of doubt, the Principal Cardmember only need to register once successfully during the entire Promotion Period.
- 24. In order to be in the running to win the Prize(s), the Principal Cardmember has to earn and accumulate his/her chance(s) during the Qualifying Period/Qualifying Month, based on the transaction date captured by CIMB Bank transaction records. By way of illustration, Eligible Transaction(s) made on 12 September 2020 must be reflected as 12 September 2020 in CIMB Bank transaction records.
- 25. For the avoidance of doubt, if the Principal Cardmember does not make/meet the Eligible Spend Criteria on Eligible Transactions during the Qualifying Period/Qualifying Month, he/she will not be qualified to enter for the Grand Draw/Monthly Draw.
- 26. Eligible Transaction(s) made on multiple CIMB Credit Cards held by the same Principal Cardmember during the Promotion Period will be aggregated in determining the chances.
- 27. Eligible Transactions made by a Supplementary Cardmember will be aggregated with the Eligible Transactions of its respective Principal Cardmember in determining the number of chances allocated. However, the chance(s) will only be awarded to the Principal Cardmember only.



- 28. Any full and/or partial reversals on Eligible Transaction(s) charged during the Promotion Period will be taken into account in the accumulation of spending towards the Eligible Spend Criteria for the Qualifying Period/Qualifying Month. Any spend accumulated 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.
- 29. Allocation of chances will be derived based on the formula as set out in the illustration shown below.

Illustration for Chances:

- Eligible Retail Transactions
 : \$\$625
 Chances accumulated on Eligible Retail Transactions
 : 62 chances
 [(\$\$625 / 10 = 62.5 (in such cases the figure will be rounded down to 62)) x 1 chance = 62 chances]
- Eligible Online Transactions

 S\$891
 Chances accumulated on Eligible Online Transactions
 890 chances
 [(\$\$891 / 10 = 89.1) (in such cases the figure will be rounded down to 89) x 10 chances = 890 chances]
- 30. Chance(s) allocated to the Principal Cardmember are non-assignable and non-transferable.
- 31. Any chances accumulated by a participant who is, found to be, or becomes, ineligible to participate in or disqualified from the Promotion/Draw will be deemed null and void.
- 32. CIMB Bank reserves the right, at its absolute discretion, to determine the number of chances allocated to an eligible Principal Cardmember.
- 33. 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 Spend Criteria and/or Eligible Transactions.
- 34. 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 and/or his/her Supplementary Cardmember(s)'s transactions being omitted from the allocation of chances by CIMB Bank during the Promotion Period.
- 35. In order to be in the running to win the Prize(s), the CIMB Credit Card account(s) must be in good standing order during the Promotion Period and up till the time the Draw is conducted. 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 Draw is conducted, CIMB reserves the right to disqualify the Cardmember from the Promotion and/or forfeit the chances accumulated on the Credit Card account that is not in good standing order.
- 36. For the avoidance of doubt, if the Principal Cardmember spent on any of his CIMB Credit Card(s) during the Promotion Period but either one 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 Draw is conducted), the chances accumulated on that particular card will not be eligible to enter the Draw.

Grand Prize

- 37. Subject to the terms and conditions herein, the Principal Cardmember shall earn and accumulate chances based on the <u>Eligible Spend Criteria for the Qualifying Period</u> (set out below in the table) <u>regardless of the</u> <u>registration date of the Principal Cardmember's participation in the Promotion, provided that the</u> <u>successful registration is made during the Promotion Period.</u>
- 38. The tracking of the Eligible Transaction is based on the transaction date as captured by CIMB Bank transaction records and must be posted to Cardmember's Credit Card account by the Last Posting Date (set out in the table below) in order for it to count towards the minimum or accumulated Eligible Spend Criteria for the Grand Prize.

Grand Prize	Qualifying Period	Last Posting Date	Total No. of Prizes/Winners
6 months' worth of CIMB Credit Card Bills (capped at S\$30,000 Cash Credit)	1 September 2020 to 28 February 2021	3 March 2021	3



Monthly Prize

- 39. Subject to the terms and conditions herein, the Principal Cardmember has to earn and accumulate chances based on the <u>Eligible Spend Criteria for each Qualifying Month</u> (set out below in the table), <u>regardless of the</u> registration date of the Principal Cardmember's participation in the Promotion, provided that the successful registration is made by the Qualifying Month in order to qualify for that particular Qualifying Month.
- 40. Chances will not be considered for any Eligible Transaction(s) made before that particular Qualifying Month of registration.
- 41. For the avoidance of doubt, if the Principal Cardmember registers on 15 December 2020, the chances will be calculated from first day of that Qualifying Month (e.g. 1 December 2020) until the last day of the last Qualifying Month (e.g. 28 February 2021) based on each respective Qualifying Month. He/she will not qualify for the September 2020, October 2020 and November 2020 Monthly Draws regardless of the total number of Eligible Transaction(s) made within those Qualifying Months.
- 42. Chances accumulated will be based on Eligible Spend Criteria for each Qualifying Month and shall not be brought forward to accumulate with the subsequent Qualifying Month(s).
- 43. The tracking of the Eligible Transaction is based on the transaction date as captured by CIMB Bank transaction records and must be posted to Cardmember's Credit Card account by the Last Posting Date (set out in the table below) in order for it to count towards the minimum or accumulated Eligible Spend Criteria for the Monthly Prize(s).
- 44. The total number of Monthly Prizes will be as follows:

Monthly Prize	Qualifying Month	Last Posting Date	No. of Winners
	September 2020 (1 to 30 September 2020)	3 October 2020	1
	October 2020 (1 to 31 October 2020)	3 November 2020	1
S\$1,000 Cash	November 2020 (1 to 30 November 2020)	3 December 2020	1
Credit	December 2020 (1 to 31 December 2020)	3 January 2021	1
	January 2021 (1 to 31 January 2021)	3 February 2021	1
	February 2021 (1 to 28 February 2021)	3 March 2021	1

New Principal Card approval & activation with a spend ("Bonus Chances")

- 45. New Principal Cardmembers who do not hold any Principal CIMB Credit Card as of 31 August 2020 and submit an application to apply for a new Principal CIMB Credit Card, and whose application is successfully approved during the Promotion Period, must activate the new Principal CIMB Credit Card with a spend of any amount on Eligible Transaction(s) by 28 February 2021. Such Principal Cardmembers will receive 100 chances ("Bonus Chances") for the new Principal CIMB Credit Card approved and activated with spend, based on that particular day of the first transaction spend, to be in the running to win the Prize(s).
- 46. Bonus Chances are not applicable for existing Principal Cardmembers who have a CIMB Credit Card(s) account as of 31 August 2020 prior to the start of the Promotion (e.g. 1 September 2020). For avoidance of doubt, in the event an existing Principal Cardmember who holds a CIMB Credit Card(s) account as of 31 August 2020 upgrades his/her CIMB Credit Card(s) during the Promotion Period, he/she will not be eligible for any Bonus Chances.
- 47. Bonus Chances are not applicable for applicants who have previously cancelled their Principal CIMB Credit Card(s) within the last 12 months before and during the Promotion Period (i.e. 1 September 2019 to 28 February 2021).

All conditions must be met in order to entitle for Bonus Chances (e.g. 100 chances)	Eligible Period
Approval of application(s) of new CIMB Principal Credit Card	1 September 2020 to 28 February 2021
Activation of new approved CIMB Principal Credit Card	1 September 2020 to 28 February 2021
A spend of any amount on Eligible Transaction(s) on newly approved and activated CIMB Principal Credit Card within the Eligible Period	1 September 2020 to 28 February 2021



- 48. Bonus Chances will only be allocated based on the day of the first transaction spend of any amount on Eligible Transaction(s), on the condition that the Principal Credit Card must be approved, activated <u>AND</u> with a spend of any amount on Eligible Transaction(s) during the respective Eligible Period (as defined in above table).
- 49. For the avoidance of doubt, if applicant applies and obtains approval on his/her new Principal Credit Card before the Promotion Period and activates the card within the respective Eligible Period, he/she will not qualify for the Bonus Chances. Similarly, in the event that the applicant does not activate the new principal card that is approved during the Promotion Period with any spend amount on Eligible Transaction(s) by 28 February 2021, he/she will not qualify for the Bonus Chances.

Illustration for Bonus Chances:

The applicant's new Principal CIMB Credit Card is approved on 25 November 2020, he/she activated the new Principal Credit Card on 30 November 2020 and spend S\$20 on Eligible Transaction(s) on 6 December 2020. 100 chances will be awarded on 6 December 2020, based on the date that the first transaction is made on the new Principal Credit Card.

- 50. New Principal Cardmember is entitled to a maximum of 100 chances for the new Principal Credit Card approved and activated with a spend of any amount on Eligible Transaction(s) within the Eligible Period, regardless of how many new Principal Credit Card(s) are approved and activated with spend on Eligible Transactions within the Eligible Period.
- 51. For the avoidance of doubt, in the event an applicant has 4 approved Principal CIMB Credit Cards, he/she will receive a total of 100 Bonus Chances for activating with spend on Eligible Transaction(s) on all 4 approved principal cards based on the day of the first transaction spend for principal card.
- 52. Similarly in the event that the Principal Cardmember has already been awarded the 100 chances for an approved and activated Principal CIMB Credit Card with spend, he/she will not be awarded an additional 100 chances for re-activating the same Principal CIMB Credit Card, such as a replacement card regardless of the reason for replacement/re-issued/re-applied within the Eligible Period. Bonus Chances will only be awarded based on the first approved and activated Principal CIMB Credit Card with spend on Eligible Transaction(s) within the Eligible Period.
- 53. Bonus Chances are not applicable for any supplementary credit card approved and activated with spend on Eligible Transaction(s).
- 54. Spending on Eligible Transaction(s) made by a Supplementary Cardmember shall not count towards spending on Eligible Transactions with the newly approved and activated Principal CIMB Credit Card's during the Eligible Period for the entitlement of Bonus Chances.
- 55. Any partial and/or full reversals on the Eligible Transaction(s) charged within the Qualifying Month of the first transaction spend will be taken into account and the Bonus Chances earned by the Principal Cardmember shall be forfeited and deemed invalid if the total nett transaction amount of Eligible Transaction(s) is less than zero. Any Bonus Chances accumulated by a participant who is, found to be, or becomes, ineligible to participate in or disqualified from the Promotion/Draw will be deemed null and void.
- 56. CIMB Bank reserves the right, in its sole and absolute discretion, to determine the allocation of and/or any matter relating to the allocation of Bonus Chances to an eligible Principal Cardmember.
- 57. CIMB Bank must receive and approve the application for the Eligible Principal Card within the Promotion Period. CIMB Bank shall retain the sole and absolute discretion to determine the eligibility of these applications and/or allow the said applications for the purposes of this Promotion on a case-to-case basis, subject to these terms and conditions.
- 58. CIMB Credit Card account(s) must be in good standing order during the Promotion Period and up till the time the Draw is conducted. In the event that the relevant new Principal CIMB Credit Card account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reason whatsoever before the Draw is conducted, Bonus Chances will be forfeited regardless if the Principal CIMB Credit Card(s) is approved and activated with spend; and/or CIMB reserves the right to disqualify the Cardmember from the Promotion.

Winner Selection Process

- 59. The Draws will be held on the following dates set out in the table below ("Draw Date"), at the following: a. CIMB Bank located at 50 Raffles Place, Singapore Land Tower Level 9, Singapore 048623 or
 - b. Video teleconferencing
- 60. The winners will be selected at random via a computerized system under the supervision of an independent public accountant.



- 61. For the entire Promotion, each Principal Cardmember is entitled to win a maximum of one (1) Grand Prize and one (1) Monthly Prize throughout the Promotion Period, regardless of the number of chance(s) allocated, the total number of Eligible Transactions made and/or the number of Credit Card account(s) held with CIMB Bank.
- 62. Monthly Prize of S\$1,000 Cash Credit will be based on the total net transaction amount of Eligible Transaction(s) (less off any full and/or partial reversals on Eligible Transaction(s)) charged within the Qualifying Month as captured by CIMB Bank transaction records.
- 63. Grand Prize of six (6) months' worth of CIMB Credit Card Bills will be based on the total net transaction amount of Eligible Transaction(s) (less off any full and/or partial reversals on Eligible Transaction(s) charged during the Promotion Period) charged from 1 September 2020 to 28 February 2021 as captured by CIMB Bank transaction records and is limited to a maximum of \$\$30,000 Cash Credit per winner for the Promotion Period.
- 64. For the avoidance of doubt, if the total net transaction amount of Eligible Transaction(s) charged from 1 September 2020 to 28 February 2021 of the winner is \$\$20,000, winner will only be entitled to \$\$20,000 cash credit as the Grand Prize. Similarly, if the total net transaction amount of Eligible Transaction(s) charged from 1 September 2020 to 28 February 2021 of the winner is \$\$40,000, winner will only be entitled to a maximum of \$\$30,000 cash credit for the Grand Prize.

Prize Category	Qualifying Period	Draw Date
Grand Prize	1 September 2020 to 28 February 2021	12 March 2021
	September 2020 (1 to 30 September 2020)	13 October 2020
	October 2020 (1 to 31 October 2020)	12 November 2020
Manthly Drize	November 2020 (1 to 30 November 2020)	14 December 2020
Monthly Prize	December 2020 (1 to 31 December 2020)	12 January 2021
	January 2021 (1 to 31 January 2021)	15 February 2021
	February 2021 (1 to 28 February 2021)	12 March 2021

- 65. All winners will be notified by SMS and/or ordinary post at the Bank's discretion within one (1) month from the Draw Date, at their known mobile number and/or mailing address with CIMB Bank.
- 66. Prize(s) will be credited to the CIMB Credit Card account of the successful Principal Cardmember within two (2) months from the Draw Date. In the event the Principal Cardmember has more than one CIMB Credit Card, the Prize(s) will be credited to one of the Principal Cardmember's Credit Card account at the Bank's discretion. The Prize(s) cannot be withdrawn from the Principal Cardmember's CIMB Credit Card account in the form of a cashier's order or in cash and is non-transferable.
- 67. CIMB Bank will not entertain any request on change of Prize(s).
- 68. Winners in this Promotion further agree and acknowledge that
 - a) they may be required to attend a prize presentation ceremony in order to receive the Prize(s). If the winner fails to attend the prize presentation ceremony without any valid reason, CIMB Bank reserves the right to disqualify such winner from receiving the Prize and to draw a reserve winner to replace such winner if he/she has been disqualified;
 - b) the pictures/photographs of the winner(s) of the Promotion may be published for print advertisements or other publicity materials; and
 - c) CIMB Bank may otherwise engage any or all winners for its publicity purposes without any compensation whatsoever and in such manner as CIMB Bank deems fit, and the winner(s) shall co-operate with CIMB Bank accordingly. In addition, participation in the Promotion is deemed express consent to disclosure of the participant's personal particulars to any person or entity involved in organising, promoting or conducting the Promotion for the purposes of the Promotion.
- 69. CIMB Bank reserves the right to draw a reserve winner to replace any winner who is or may be subsequently found to be ineligible or disqualified.
- 70. If CIMB Bank subsequently determines or discovers that the winner of the Prize(s) is not eligible or is disqualified for any Prize, for any reason whatsoever, CIMB Bank may at its discretion reclaim or recover the Prize (if it has already been credited or awarded) and award it to such other person(s) or deal with it in any manner as it deems fit.
- 71. CIMB Bank reserves the right to disqualify any person from the Promotion or the Prize(s) whom in the opinion of CIMB Bank (which opinion shall be final and binding upon such person) has committed any fraud or breached any of these terms and conditions.



Results of Draw

- 72. Results of the Draw for all winners will be announced on CIMB Bank's website within seven (7) days from the last Draw Date which is 12 March 2021 at the sole discretion of CIMB Bank, on or before 19 March 2021.
- 73. Any Prize(s) which are not won or remains unclaimed 2 months after the announcement of the winner, or its equivalent value (as determined by CIMB Bank at its absolute discretion), shall be donated to the Community Chest or an approved charitable organisation.
- 74. No person shall be entitled to any payment or compensation from CIMB Bank should any Prize be forfeited or reclaimed for any reason whatsoever.

General Terms and Conditions

- 75. 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.
- 76. CIMB Credit Card account(s) must be in good standing during the Promotion Period and up till the time the Prize(s) are awarded. 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 Prize(s) are awarded, CIMB reserves the right to disqualify the Cardmember from the Promotion and/or to not award the Prize(s) to the Cardmember.
- 77. CIMB Bank reserves the right to replace and/or modify the Prize(s) at its sole discretion at any time and without prior notice.
- 78. Credit card transactions used for this Promotion will not be valid for other promotions organized by CIMB Bank and vice versa unless otherwise stated.
- 79. Prizes must be taken as provided and are not refundable, exchangeable for cash, credit or other goods and services and are non-transferable.
- 80. The Bank reserves the right to charge or recover from the winner or revoke the full value of the Prizes, 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 Prize or (iii) the Cardmember cancels any CIMB Credit Card account(s) within six (6) months after the Prize(s) are awarded or (iii) the Cardmember breaches any of the terms and conditions contained herein.
- 81. CIMB Bank will not accept any liability in relation to the Prizes offered under the Promotion.
- 82. CIMB Bank is not a supplier of the Prizes offered under the Promotion and will not accept any liability in relation thereto.
- 83. 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 Prize(s)), the decision of CIMB Bank shall be final, conclusive and binding. No correspondence or claims will be entertained.
- 84. 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 Prize.
- 85. 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.cimbbank.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 winners of the Promotion for the purposes of identifying the said winners, including disclosing such data to the merchants in relation to the Promotion;
 - b. administering and conducting the Promotion, including announcing the results of the Promotion and identifying and contacting the winners; and
 - c. publishing and/or displaying the names and/or the pictures/photographs of the winners of the Promotion for print advertisements or other publicity materials.



- 86. 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.cimbbank.com.sg</u>.
- 87. 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.
- 88. 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.
- 89. 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.
- 90. 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.
- 91. 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 28 September 2020

CIMB Bank Berhad (13491-P)