

## Terms and conditions governing the CIMB AWSM Card Cashback Programme (“Programme”)

### **1. Unlimited 1% Cashback**

- a. The CIMB AWSM Card awards 1% cashback on the following categories processed by the respective merchants/acquirers through the Mastercard worldwide networks:
  - Dining & entertainment
  - Online shopping
  - Telecommunications/All things Telco
- b. There is no cap on the 1% cashback earnings.

### **2. Cashback**

- a. For the avoidance of doubt, cashback will not be awarded for spends incurred on or in connection with:
  - Any cash advances;
  - Any gambling-related transactions;
  - Any quasi-cash transactions;
  - Any payments to insurance companies;
  - 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 late payment charges or interest charges on any card;
  - Any fees payable to CIMB Bank Berhad, Singapore Branch (“CIMB Bank”) (or any other third party) for transfer of any debit balance on any other credit card to a card;
  - Any other interest, fees and charges (including without limitation, cash advance, annual or monthly fees or charges) imposed by CIMB Bank from time to time;
  - Balance and/or funds transfers to or from the card account;
  - Any credit card transaction(s) that was/were subsequently cancelled, voided or reversed for any reason; and
  - Any other transactions that may be prescribed by CIMB Bank.
- b. The cashback earned from transactions posted by the end of the statement month will be credited into the Cardmember’s card account in the following statement month.
- c. Cashback are computed based on 2 decimal places per transaction. There will not be rounding up of figures.
- d. Upon termination of the card, cashback not credited to the card account as of the date of termination will be forfeited and non-transferable to any other card account of the Cardmember.
- e. Cashback awarded previously will be deducted accordingly from the relevant statement month for retail transactions which have been refunded. Any reversed portion of the rebate will be reflected in the billing statement of the following month.
- f. Transactions below S\$1 will not be awarded any cashback.
- g. Your card account must be in good standing and conducted in a proper and satisfactory manner, as we may determine in our sole discretion, at the time of assessment of the cashback.
- h. In the event that your card account is delinquent, terminated, cancelled, does not satisfy the terms and conditions herein, or suspended for any reason whatsoever, we reserve the right to forfeit the cashback without prior notice without liability.

### 3. Definitions

- a. **Dining & entertainment** is defined as all local and overseas transactions made at all restaurants & cafes, caterers and fast food restaurants, as well as bars, taverns, lounges, nightclubs. For the avoidance of doubt, transactions must be performed at establishments that fall within any of the following Merchant Category Codes (MCC):
- MCC 5811 (Caterers)
  - MCC 5812 (Restaurants and eating places);
  - MCC 5813 (Drinking places); and
  - MCC 5814 (Fast Food Restaurants)
- These exclude (*but are not limited to*) wedding banquets, bars, lounges, clubs, restaurants and other eating establishments specifically within Hotels.
- b. **Online shopping** is defined as all local and overseas online retail transactions made via shopping websites selling apparels, accessories, shoes, bags and electronics as their main business activity. It includes card-not-present transactions i.e. e-commerce/mail/phone-order/mobile applications. For the avoidance of doubt, transactions must be performed at retail establishments that fall within any of the following Merchant Category Codes (MCC):
- MCC 5611: Men's and Boys' Clothing and Accessories Stores
  - MCC 5621: Women's Ready to Wear Stores
  - MCC 5631: Women's Accessories and Speciality Stores
  - MCC 5641: Children's and Infants' Wear Stores
  - MCC 5651: Family Clothing Stores
  - MCC 5661: Shoe Stores
  - MCC 5691: Men's and Women's Clothing Stores
  - MCC 5045: Computers, Peripherals, and Software
  - MCC 5732: Electronics Stores
  - MCC 5699: Miscellaneous Apparel and Accessories Shops
- These exclude (*but are not limited to*) online sites including movies, food & beverage, travel, airline, government, brokerages/securities, insurance, tuition and online gambling as their main business activity.
- c. **Telecommunications/All things Telco** is defined as any payment made to the following telecommunications companies in Singapore
- Singtel;
  - M1;
  - Starhub;
  - Circles.Life; and
  - MyRepublic.
- d. The assignment of Merchant Category for each merchant is subject to classification by the respective acquiring banks. It is the responsibility of the particular acquiring bank to assign the correct Merchant Category.
- e. CIMB Bank shall not be held responsible for any incorrect assignment of the Merchant Category that may result in non-posting of the cashback for transactions at the eligible merchants.
- f. The Cardmember shall not be entitled to claim any compensation against CIMB Bank for such non-posting of the cashback due to incorrect assignment of the Merchant Category by the respective merchant's acquiring bank.

### 4. General

- a. In the event that the Cardmember (i) is credited an excess of cashback that he may not be entitled to, (ii) breaches any of the terms of conditions herein, (iii) no longer qualifies for the cashback and/or (iv) CIMB Bank in its sole discretion determines that the Cardmember is not eligible to receive the cashback, CIMB Bank reserves the right to deduct an amount equivalent to the cashback awarded from the relevant Cardmember's card account. Any expenses or costs resulting from such deduction(s) shall be borne by the Cardmember. The Cardmember is deemed to have authorised such deduction(s).
- b. In case of dispute, the decision of CIMB Bank shall be final, conclusive and binding. No further correspondence and/or claims will be entertained.
- c. All feedback on relations with the merchants should be directed to the relevant merchant.
- d. Any termination, suspension, amendment or variation of this Programme by CIMB Bank or the terms and conditions contained herein shall not entitle any Eligible Cardmember to any claims or

compensation from CIMB Bank for any and all losses or damages suffered or incurred by the Eligible Cardmember, whether directly or indirectly caused.

- e. In respect of any credit balance in a terminated Card Account, CIMB Bank shall have the rights (i) to transfer all or any part of such credit balance on the Card Account by funds transfer to any of the Principal Cardmember's other account(s) with us, including banking account(s) or Card Account(s), and if such account has any outstanding balance, such funds will be applied to set-off such outstanding balance first; or (ii) pay such credit balance by way of cheque/cashier's order to the Principal Cardmember's last registered address with us.
- f. CIMB Bank reserves the right to amend, revoke, vary or add to the terms and conditions of the Programme or suspend or terminate the Programme 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 Eligible Cardmembers with effect from the earliest of the following:
  - the date CIMB Bank places notice of such changes on its Singapore website;
  - the day after CIMB Bank sends notice of such changes to the Eligible Cardmember's last known address in the records of CIMB Bank by ordinary post;
  - the day after CIMB Bank sends notice of such change to the Eligible Cardmember by short messaging system (SMS) or electronic mail; and/or
  - the date CIMB Bank places such notice at all of its branch(es) in Singapore.
- g. All other terms and conditions applicable to and governing the use of CIMB Credit Cards ("Product Terms") will continue to apply with full force and effect. For full details, please visit [www.cimbbank.com.sg](http://www.cimbbank.com.sg).
- h. These terms and conditions shall be governed by the laws of Singapore and all Eligible Cardmembers irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- i. 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.
- j. In the event of any inconsistency between these terms and conditions and the Product Terms 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 the Promotion.
- k. All information is correct at the time of publication.