

Terms and Conditions governing CIMB Mastercard Samsung Pay & Google Pay Launch Promotion 2021 (“CIMB Mastercard Samsung Pay & Google Pay Launch Promotion” or “Promotion”)

1. The CIMB Mastercard Samsung Pay & Google Pay Launch Promotion 2021 is organised by CIMB Bank Berhad, Singapore Branch (“CIMB Bank” or the “Bank”).
2. The Promotion is valid from 15 September 2021 to 14 October 2021, both dates inclusive (“Promotion Period”) unless otherwise stated.
3. The Promotion is only applicable to Principal Cardmembers who hold a CIMB Mastercard issued by CIMB Bank (“Principal Cardmember”).

Eligibility and Qualifying Criteria

4. To qualify for the Promotion, the Principal Cardmember must do the following (“Qualifying Criteria”):
 - a. Successfully add his/her CIMB Mastercard(s) on Samsung Pay and/or Google Pay;
 - b. Be among the first 5,000 Principal Cardmembers to make at least one (1) transaction on their CIMB Mastercard(s) via Samsung Pay or Google Pay during the Promotion Period (“Eligible Transaction”).
5. Principal Cardmembers who meet the Qualifying Criteria (“Eligible Customers”) will be awarded 10% Cashback, capped at S\$20 per Principal Cardmember (“Gift”) on the Eligible Transaction(s) made during the Promotion Period.
6. The Promotion is limited to the first 5,000 Eligible Customers who meet the Qualifying Criteria above. For the avoidance of doubt, Eligible Customers are deemed based on the transaction date where the Eligible Transaction was made.
7. The tracking of the Eligible Transaction is based on the transaction date as captured by CIMB Bank transaction records and must be posted to Principal Cardmember’s CIMB Mastercard account by 21 October 2021 in order for it to count towards the Qualifying Criteria for the Gift.
8. Any full and/or partial reversals on transaction(s) performed via Samsung Pay or Google Pay during the Promotion Period will be taken into account in the accumulation of spending towards the Qualifying Criteria.
9. 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.
10. Eligible Transaction(s) made on different CIMB Mastercard(s) held by the same Principal Cardmember during the Promotion Period will be aggregated in determining the Qualifying Criteria.
11. Eligible Transactions made by a Supplementary Cardmember will be aggregated with the Eligible Transactions of its respective Principal Cardmember in determining the accumulation for the Qualifying Criteria. However, the Gift will be awarded to the eligible Principal Cardmember only.
12. 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 accumulation of spend by CIMB Bank during the Promotion Period.
13. Eligible Principal Cardmembers who qualify for the Gift will be notified by SMS no later than 15 November 2021, at their known mobile number on record with CIMB Bank.
14. Gift will be credited to the CIMB Mastercard account of the eligible Principal Cardmember by 30 November 2021. In the event where the Principal Cardmember has more than one CIMB Mastercard, the Gift will be credited to one of the Principal Cardmember’s CIMB Mastercard account at the Bank’s discretion.

15. CIMB Bank reserves the right, at its absolute discretion, to determine the eligibility of a Principal Cardmember to receive the Gift.
16. Foreign Currency transactions which are denominated in a currency other than Singapore Dollars shall be converted into Singapore Dollars based on CIMB Bank's prevailing foreign currency exchange rates for the purposes of calculating the Qualifying Criteria and/or Eligible Transactions.
17. The Gift is not exchangeable for cash or other goods and services and are non-transferable and non-refundable.
18. If CIMB Bank subsequently determines or discovers that the eligible Principal Cardmember is not eligible or is disqualified for any Gift, for any reason whatsoever, CIMB Bank may at its discretion reclaim and award it to such other person(s) or deal with it in any manner as it deems fit.
19. CIMB Bank reserves the right to disqualify any person from the Promotion or the Gift 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.
20. No person shall be entitled to any payment or compensation from CIMB Bank should any Gift be forfeited or reclaimed for any reason whatsoever.
21. CIMB Bank reserves the right to replace and/or modify the Gift at its sole discretion at any time and without prior notice.

General Terms and Conditions

22. 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 merchant(s) 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.
23. CIMB Mastercard account(s) must be in good standing order during the Promotion Period and up till the time the Gift is awarded. In the event that the relevant eligible Principal Cardmember's CIMB Mastercard Account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reason whatsoever before the Gift are awarded, CIMB Bank reserves the right to disqualify the Cardmember from the Promotion and/or to not award the Gift to the Cardmember.
24. CIMB Mastercard transactions used for this Promotion will not be valid for other promotions organised by CIMB Bank and vice versa unless otherwise stated.
25. The Bank reserves the right to charge or recover from the Cardmember or revoke the full value of the Gift should (i) the card transaction(s) used for qualifying for the Promotion be reversed, cancelled or void for any reason whatsoever or (ii) the Cardmember no longer qualifies or is eligible for the Gift or (iii) the Cardmember breaches any of the terms and conditions contained herein.
26. CIMB Bank will not accept any liability in relation to the Gifts offered under the Promotion. CIMB Bank gives no representation or warranty with respect to the quality of the Gifts 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 Gifts. 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.

27. 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 Gift), the decision of CIMB Bank shall be final, conclusive and binding. No correspondence or claims will be entertained.
28. 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 Gift.
29. 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 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.