

## Terms & Conditions governing the CIMB Credit Card – CIMB x Rely Promotion 2021

- 1. The CIMB Credit Card CIMB x Rely Promotion ("the Promotion") is jointly organised by Rely Pte Ltd ("Rely") and CIMB Bank Berhad, Singapore Branch ("CIMB" or "CIMB Bank" or the "Bank").
- 2. The Promotion is valid from 01 August 2021 to 30 September 2021, both dates inclusive ("Promotion Period").

## **Eligibility and Qualifying Criteria**

- To qualify for the Promotion, customers must do the following ("Qualifying Criteria"):
  - a. Link a CIMB Credit Card as the default payment method for his/her Rely Account; and
  - b. Spend a minimum of S\$50 on the first transaction and 'Pay Later' with Rely at any of the participating retail or online stores ("First Rely Transaction").
- 4. For avoidance of doubt, the eligible CIMB Credit Card(s) are:
  - a. CIMB World Mastercard
  - b. CIMB Visa Infinite
  - c. CIMB Platinum Mastercard
  - d. CIMB Visa Signature
  - e. AWSM Card

(Each an "Eligible Card" and collectively "Eligible Cards")

- 5. Customers who fulfil all terms and conditions herein and meet the Qualifying Criteria ("Eligible Customers") will be awarded S\$15 Cashback ("Cashback").
- 6. The Promotion is limited to the first 500 Eligible Customers who meet the Qualifying Criteria, on a first-come-first served basis only. The Bank reserves the right to determine the eligibility of a customer to receive Cashback under this Promotion.
- 7. The Cashback will be added to the Eligible Customer's Rely account 30 days after the date of the First Rely Transaction. The Cashback can only be used to offset any scheduled payments.
- 8. Each Eligible Customer is only entitled to the Cashback once.
- 9. The Cashback is not exchangeable for cash, gift vouchers, gift cards and/or other goods and services and are non-transferable and non-refundable.

## **General Terms and Conditions**

- 10. Notwithstanding any provision in these Terms and Conditions, Rely reserves the sole and absolute right and without notice to you, to cancel or claw-back the Cashback which was provided to you, if:
  - a. At any time, Rely, at its discretion, suspects any fraud and/or misuse of your Rely account.
  - b. You have any overdue balance in your Rely account.
  - c. The First Rely Transaction was refunded by you or the retailer.



- d. Rely shall claw-back the Cashback by deducting any refunds owed to you or via the payment method provided by you to Rely.
- 11. CIMB Bank and/or Rely's decision on all matters relating to the Promotion will be determined at their sole and absolute discretion and is final and binding on all participants of the Promotion.
- 12. CIMB Bank and/or Rely reserve 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 Principal 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.
- 13. By participating in the Promotion, all Cardmembers agree and consent that CIMB Bank may use, disclose and process personal data provided by them for the purposes of administering and conducting this Promotion and 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 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.
- 14. CIMB Bank shall not be liable for any loss, injury, claim or damage suffered or incurred, whether directly or indirectly caused, as a result of the Promotion and/or any change, amendment, cancellation, termination, suspension or otherwise of the Promotion and/or the terms and conditions.
- 15. CIMB shall not be responsible for the quality, merchantability or the fitness for any purpose or any other aspect of the products and/or services and/or Cashback provided by third parties and CIMB shall not at any time be responsible or held liable for any loss, injury, damage or harm suffered by or in connection with the products and/or services and/or Cashback provided by third parties. All disputes about quality or performance of the products and/or services and/or Cashback shall be resolved directly with third parties except for any disputes in relation to payment services.
- 16. Other Rely terms and conditions apply.
- 17. 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 <a href="www.cimb.com.sg">www.cimb.com.sg</a>.
- 18. 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.



- 19. 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 this Promotion.
- 20. 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.
- 21. These terms and conditions apply in addition to the terms of the Cardmember's Agreement. For details on the Cardmember's Agreement, please refer to www.cimb.com.sg. All terms and references used in these terms and conditions shall have the same meanings as in the Cardmember's Agreement, unless the context otherwise requires. Save as otherwise provided herein, in the event of any inconsistency, the Cardmember's Agreement shall prevail and these terms and conditions shall be deemed to be modified so far as is necessary to give effect to the Cardmember's Agreement and those terms.
- 22. All other terms and conditions applicable to and governing the use of CIMB Credit Cards, the CIMB CashLite Personal Instalment Loan 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.

Information updated as at 23 August 2021

CIMB Bank Berhad (13491-P)