

**Terms and conditions governing CIMB Credit Cards Christmas 2022 Exclusive Bonus Cashback with ShopBack Promotion (“Promotion”)**

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1. The Promotion is valid from 10 November 2022 to 1 January 2023, 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 or Cardmember** Principal Cardmembers who hold a Singapore-issued CIMB Credit Card (“CIMB Credit Card”), except the following who shall not be eligible for the Promotion: employees of CIMB Bank Berhad (Singapore Branch) (“CIMB Bank”, the “Bank” or “CIMB”), and any other parties who are directly involved in organizing, promoting or conducting the Promotion as determined by CIMB Bank.
  - b. **Eligible Spend Criteria** A minimum of S\$5 spent in one transaction on Eligible Transaction(s) on any CIMB Credit Card for every ShopBack Pay transaction, ShopBack In-Store Vouchers and ShopBack Online Vouchers during the Qualifying Period.
  - c. **Eligible Transaction(s)** Eligible Transaction(s) include ShopBack Pay transaction, ShopBack In-Store Vouchers and ShopBack Online Vouchers with a min. spend of S\$5. For In-Store payment (ie. payments made using a CIMB credit/debit card linked to the user’s ShopBack account or with ShopBack Pay) will only include ShopBack In-Store retailers that offer In-Store Cashback/loyalty rewards during the promotion period.
  - d. **Gift(s)** S\$1.88 or S\$3.12 or S\$5 ShopBack Cashback
  - e. **Qualifying Period** The period (i.e. 10 November 2022 to 1 January 2023) that Eligible Transaction(s) is/are performed and captured in ShopBack’s platform.

<b>Participation Criteria and Cashback for the Promotion</b>
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3. The participation criteria for the following Gifts are as follows:

**S\$1.88 ShopBack Cashback**

4. Principle Cardmember will be awarded one S\$1.88 ShopBack Cashback via a scratch card that he/she will be issued for every ShopBack Pay transaction where a CIMB Credit Card linked to a ShopBack account is used as the payment method.
5. The number of S\$1.88 ShopBack Cashback to be awarded via a scratch card under this Promotion is subject to a cap depending on the redemption rate that will be determined during the Promotion Period. CIMB Bank reserves all rights in its sole and absolute discretion to amend the Promotion mechanics during the Promotion Period.
6. Other merchant terms and conditions apply.

**S\$3.12 ShopBack Cashback**

7. To be entitled to S\$3.12 Sure-Win ShopBack Cashback, Principal Cardmembers must make a ShopBack In-Store Voucher transaction and charge it to his/her CIMB Credit Card during any of the following days during the 4 Promotion Period (“S\$3.12 ShopBack Cashback Promotion Day(s)”):
  - a) 20 Nov 2022
  - b) 25-28 Nov 2022
  - c) 12 Dec 2022
  - d) 20 Dec 2022

8. Only valid on ShopBack In-Store Vouchers

9. The Promotion in relation to the S\$3.12 ShopBack Cashback is available only on the ShopBack mobile app.
10. The number of S\$3.12 ShopBack Cashback to be awarded under this Promotion is subject to a cap depending on the redemption rate that will be determined during the Promotion Period, capped at 5 redemptions per Cardmember, on each S\$3.12 ShopBack Cashback Promotion Day.

#### **S\$5 ShopBack Cashback**

11. To be entitled to S\$5 Sure-Win ShopBack Cashback, Principal Cardmembers must make a ShopBack Online Voucher transaction and charge it to his/her Singapore-issued CIMB Credit Card during any of the following 4 days during the Promotion Period ("S\$5 ShopBack Cashback Promotion Day(s)"):
  - a) 20 Nov 2022
  - b) 25-28 Nov 2022
  - c) 12 Dec 2022
  - d) 20 Dec 2022
12. Only valid on ShopBack Online Vouchers
13. The Promotion is available only on the ShopBack mobile app.
14. The number of S\$5 ShopBack Cashback to be awarded under this Promotion is subject to a cap depending on the redemption rate that will be determined during the Promotion Period, capped at 5 redemptions per Cardmember, for each S\$5 ShopBack Cashback Promotion Day.

#### **General Terms and Conditions**

15. 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.
16. CIMB Credit Card account(s) must be in good standing during the Promotion Period and up till the time the Cashback(s) are credited. In the event that the account of the relevant CIMB Credit Card used for payment under this Promotion is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reason whatsoever before the Gift(s) are credited, CIMB reserves the right to disqualify the Cardmember from the Promotion and/or to not award the Cashback(s) to the Cardmember.
17. Credit card transactions used for this Promotion will not be valid for other promotions organized by CIMB Bank and vice versa unless otherwise stated.
18. Cashback must be taken as provided and are not refundable, exchangeable for cash, credit or other goods and services and are non-transferable.
19. The Bank reserves the right to charge or recover from the Cardmember or revoke the full value of the Cashback, 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 Gift or (iii) the Cardmember breaches any of the terms and conditions contained herein.
20. CIMB Bank is not a supplier of the Gift(s) and will not accept any liability in relation to the Cashback offered under the Promotion.
21. 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(s)), the decision of CIMB Bank shall be final, conclusive and binding. No correspondence or claims will be entertained.
22. 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. 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.

23. CIMB Bank gives no representation or warranty with respect to the Gifts including 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.
24. 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](http://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 participants of the Promotion for the purposes of identifying the said winners, including disclosing such data to the vendors involved in relation to the Promotion;
  - b. administering and conducting the Promotion, including announcing the results of the Promotion and identifying and contacting the participants; and
  - c. publishing and/or displaying the names and/or the pictures/photographs of the participants of the Promotion for print advertisements or other publicity materials.
25. 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](http://www.cimb.com.sg)
26. 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.
27. 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.
28. 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.
29. 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.
30. 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 2001 to enforce any of these terms and conditions.