

Terms and conditions governing CIMB Credit Cards Christmas 2022 Spend and Get Promotion (“Promotion”)

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** Principal Cardmembers who hold a Singapore-issued 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. **Business Day** Means any day (excluding Saturdays, Sundays and public holidays) on which banks in Singapore and the Bank are open for banking business.
- c. **Eligible Spend Criteria** S\$1,288 to S\$3,887.99, S\$3,888 to S\$7,887.99 or a minimum of S\$7,888 spent in one month on Eligible Transaction(s) on any CIMB Credit Card during the Qualifying Period. See Clause 16 for details.
- d. **Eligible Transaction(s)** Eligible Retail Transactions and/or Eligible Online Transactions. Eligible Transaction(s) do not include any ineligible transactions under clause 39.
- e. **Eligible Retail Transactions** Retail transactions, excluding ez-Link/Transit Link top-up/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.
- f. **Eligible Online Transactions** Online retail transactions shall include all local and overseas online retail transactions, including 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.
- g. **Gift(s)** S\$38, S\$108 or S\$308 Fairmont Singapore & Swissôtel The Stamford vouchers
- h. **Qualifying Period** The period (i.e. 10 November 2022 to 1 January 2023) that Eligible Transaction(s) is/are performed and captured in CIMB Bank’s records.

Registration Criteria

3. **To participate in the Promotion, the Principal Cardmember(s) must first register** his/her participation via the SMS Registration Channel (as stated below) during the Promotion Period.
4. SMS registration(s) received by CIMB Bank before and after the Promotion Period will be considered as invalid entries.
5. For Principal Cardmember who has successfully participated into the Promotion, all Eligible Transaction(s) made during the Qualifying Period with his/her CIMB Credit Card(s), will be aggregated for the purposes of tabulating the Eligible Spend Criteria for the Promotion.
6. By participating in the Promotion, Principal Cardmembers consent to CIMB Bank contacting them (including via SMS and WhatsApp) 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/Whatsapp, eDM and MMS (Text Messages) with CIMB Bank.

Registration Format**SMS Registration Channel**

7. Principal Cardmember(s) can register his/her participation by sending an SMS in the below prescribed format.
8. Principal Cardmember(s) must register his/her participation by sending an SMS in or before the month where his Eligible Transaction(s) made with his/her CIMB Credit Card(s), will be aggregated for the purposes of tabulating the Eligible Spend Criteria for that month (i.e. if SMS is sent in December, Principal Cardmember will not be considered as successfully participated into the Promotion in November).
9. The SMS to register for the Promotion must be sent to "75558", in the following prescribed format:

XMAS<space>Last 4 digits of NRIC

Example: XMAS 4567 if your NRIC is S1234567Z

10. Promotion is applicable to Principal Cardmember(s) whose mobile numbers are maintained and updated in CIMB Bank's records.
11. 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.
12. Principal Cardmember who sends in an SMS registration from overseas will bear the roaming charges to his/her service provider.
13. 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.
14. 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 Gift.
15. 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.

Participation Criteria and Gift for the Promotion

16. Each Principal Cardmember is limited to one (1) Gift of S\$38, S\$108 or S\$308 Fairmont Singapore & Swissôtel The Stamford vouchers each month during the Promotion Period. Subject to the first 1,000, 500 and 200 Principal Cardmembers who spend S\$1,288 to S\$3,887.99, S\$3,888 to S\$7,887.99 and a minimum of S\$7,888 respectively

on Eligible Transaction(s) across all CIMB Credit Card(s) during the Qualifying Period. In the event that the Fairmont Singapore & Swissôtel The Stamford vouchers are not available for any reason, CIMB Bank reserves the right to change the Gift to such other similar vouchers of corresponding value as CIMB Bank may decide in its absolute discretion.

17. Eligible Transaction(s) and accumulation of spending will be calculated from the first day of the Qualifying Period (i.e. 10 November 2022) till the last day of that month (i.e. 30 November 2022) for the first month and first day of the second month (i.e. 1 December 2022) to the end of the Qualifying Period (i.e. 1 January 2023) for the second month.
18. 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 Credit Card(s) by 15 December 2022 for the first month and 15 January 2023 for the second month ("Posting Date") in order for it to count towards the minimum or accumulated Eligible Spend Criteria for the Gift.
19. Any full and/or partial reversals on transaction(s) made during the Qualifying Period and posted by the Posting Date will be taken into account in the accumulation of spending towards the Eligible Spend Criteria.
20. 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.
21. 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 Eligible Spend Criteria. However, the Gift will be awarded to the Principal Cardmember only.
22. Gift allocated to the Principal Cardmember is non-assignable and non-transferable.
23. There is a cap of one thousand (1,000), five hundred (500) and two hundred (200) Gifts of S\$38, S\$108 and S\$308 Fairmont Singapore & Swissôtel The Stamford vouchers for the entire Promotion.
24. CIMB Bank reserves the right, at its absolute discretion, to determine the number of opportunities to redeem the Gift allocated to an eligible Principal Cardmember.
25. 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 Transactions.
26. 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's transactions being omitted from the allocation by CIMB Bank of opportunities to redeem the Gift during the Promotion Period.

Allocation of the Gift

27. Allocation of the Gift will be based on the date by which the Principal Cardmember met the Qualifying Spend Criteria as captured and posted by CIMB Bank transaction records and as determined by the Bank in its absolute discretion. Subject to the fulfilment of these terms and conditions, if a Principal Cardmember met the Qualifying Spend Criteria before the Gift quota stated in clause 23 is reached and within the Promotion Period, he/she will be eligible for the Gift.
28. Eligible Principal Cardmembers who qualify for the Gift will be notified by SMS no later by 30 December 2022 for the first month and 31 January 2023 for the second month as stated in clause 18, at their known mobile number on record with CIMB Bank.
29. Details for the redemption/collection of the Gift(s) will be provided to the Eligible Principal Cardmember in the redemption SMS sent to him/her.
30. CIMB Bank will not entertain any request on change of Gift.
31. CIMB Bank is not obliged to replace, and assumes no liability for, any redemption SMS deleted, expired, lost, misdirected, stolen, damaged or not received. In the event of such incident, for whatever reason(s), CIMB Bank will not be liable or responsible for any loss suffered or incurred in connection with the failure to redeem the Gift. The Gift which remains unredeemed will be forfeited, without any liability on the part of CIMB Bank. Any Gift that is forfeited is strictly non-replaceable. No payment or compensation whether in cash, credit or kind shall be made for the forfeited Gift.
32. Any Gift(s), which are not claimed and remain unclaimed after the stipulated redemption date will be deemed as void and null.

33. 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 or recover the Gift (if it has already been redeemed) and award it to such other person(s) or deal with it in any manner as it deems fit.
34. CIMB Bank reserves the right to replace and/or modify the Gift at its sole discretion at any time and without prior notice. CIMB Bank further 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.
35. No person shall be entitled to any payment or compensation from CIMB Bank should any Gift be forfeited or reclaimed for any reason whatsoever.
36. Other terms and conditions of the Gift(s) apply and will be stated in the redemption SMS.
37. In order to be eligible to receive the Gift, the CIMB Credit Card account(s) must be in good standing order during the Promotion Period and up till the time the Gift is redeemed. 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 Gift is issued, CIMB reserves the right to disqualify the Cardmember from the Promotion and/or forfeit the Gift for the Credit Card account that is not in good standing order.
38. For the avoidance of doubt, if the Principal Cardmember spent on any of his CIMB Credit Card(s) during the Qualifying Period but any 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 Gift is issued), the Gift for that particular card will not be issued.

Exclusions from 'Eligible Transactions'
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39. The following transactions shall be excluded from the calculation of Eligible Transactions:
 - a) Any Cash advances
 - b) Any Balance transfers
 - c) Any Funds transfers
 - d) Any transactions on CIMB 0% i.Pay Plan
 - e) Any fees or charges payable to the Bank (including but not limited to annual card fees, service fees, interest charges, cheque processing fees, administrative fees, finance charges, and/or late payment charges and other miscellaneous fees and charges)
 - f) Any amount brought forward from the customer's last statement
 - g) Any transactions relating to gambling, betting or quasi-cash (including lottery tickets, casino gaming chips, off-track betting, and wagers at race tracks)
 - h) Any payments to insurance companies
 - i) 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)
 - j) Any donations or payments to non-profit organisations (this includes but is not limited to religious and charitable organizations and social services)
 - k) Any payments for utilities (this includes but is not limited to electric, gas, heating oil, sanitary and water utility bill payments)
 - l) Any credit card transaction that was subsequently cancelled, voided, refunded, or reversed for any reason
 - m) Any other transactions that may be prescribed by the Bank from time to time
 - n) Any payments done via any AXS network, SAM or ATM transactions made using your credit card
 - o) Any transaction with transaction description "AMAZE"
 - p) Any top-ups or payment of funds to payment service providers, prepaid cards, any prepaid accounts or purchase of prepaid cards/credits, including but not limited to:

EZ LINK PTE LTD	EZLINK	TRANSIT LINK
EZ LINK PTE LTD (FEVO)	EZ LINK	TRANSIT LINK PL
EZ-LINK PTE LTD SINGAPORE	EZLINKS.COM	TRANSIT
EZ-LINK TOP-UP KIOSK	FLASHPAY ATU	PAYPAL BIZCONSULTA
EZ-LINK (IMAGINE CARD)	TRANSITLINK	PAYPAL CAPITALROYA
YOU TRIP	GRABPAY	NETS
FLASHPAY	RAZER PAY	SHOPEEPAY

SINGTEL DASH		
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- q) Transactions classified under one or more of the following Merchant Category Codes shall also be excluded:
- i. 6012 (Financial Institutions – Merchandise, Services, and Debt Repayment)
 - ii. 6051 (Non-Financial Institutions – Foreign Currency, Non-Fiat Currency (for example: Cryptocurrency), Money Orders (Not Money Transfer), Account Funding (not Stored Value Load), Travelers Cheques, and Debt Repayment)
 - iii. 6211 (Security Brokers/Dealers)
 - iv. 6504 (Non-Financial Institutions – Stored Value Card Purchase/Load)
 - v. 4829 (Money Transfer) and 6513 (Real Estate Agents and Managers)
 - vi. 8211 (Elementary and Secondary Schools)
 - vii. 8220 (Colleges, Universities, Professional Schools, and Junior Colleges)
 - viii. 8241 (Correspondence Schools), 8244 (Business and Secretarial Schools)
 - ix. 8249 (Vocational and Trade Schools) and 8299 (Schools and Educational Services (Not Elsewhere Classified))
 - x. 9211 (Court Costs, Including Alimony and Child Support)
 - xi. 9222 (Fines), 9223 (Bail and Bond Payments)
 - xii. 9311 (Tax Payments)
 - xiii. 9399 (Government Services (Not Elsewhere Classified))
 - xiv. 9402 (Postal Services – Government Only) and 9405 (U.S. Federal Government Agencies or Departments)
 - xv. 8398 (Charitable Social Service Organizations), 8651 (Political Organizations) and 8661 (Religious Organizations)
 - xvi. 7523 (Parking Lots, Parking Meters and Garages)
 - xvii. 7349 (Cleaning, Maintenance and Janitorial Services)

General Terms and Conditions

40. 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.
41. Credit card transactions used for this Promotion will not be valid for other promotions organized by CIMB Bank and vice versa unless otherwise stated.
42. The Gift must be taken as provided and is not refundable, exchangeable for cash, credit or other goods and services and are non-transferable.
43. 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 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.
44. CIMB Bank will not accept any liability in relation to the Gift offered under the Promotion.
45. 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.
46. 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.
47. 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 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.
48. 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
49. 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.
50. 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.
51. 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.
52. 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.
53. 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.

Information is correct as at 7 December 2022

CIMB Bank Berhad (197201001799) (13491-P)