



Terms and conditions governing CIMB Credit Cards Christmas Gifts 2023 Promotion (“Promotion”)

Promotion Period

1. The Promotion is valid from **9 November 2023 to 8 January 2024**, both dates inclusive (“Promotion Period”).

Eligibility

2. The Promotion is open to all **principal cardmembers** of credit cards issued by CIMB Bank Berhad, Singapore Branch (each an “Eligible Credit Card”, collectively “Eligible Credit Cards”). For the purpose of the Promotion, each principal cardmember shall be referred to as the “Eligible Cardmember”, and collectively such cardmembers shall be referred to as the “Eligible Cardmembers”. By participating in the Promotion, Eligible Cardmembers agree to be bound by the Promotion Terms and Conditions.
3. For an Eligible Cardmember to be eligible for the Promotion, his/her Eligible Credit Card account must be valid (ie must not be suspended, cancelled, and/or terminated, in good standing, and conducted in a proper and satisfactory manner, as determined by CIMB Bank Berhad, Singapore Branch (“CIMB Bank”, “CIMB” or the “Bank”) in its sole and absolute discretion (and the Bank shall not be obliged to disclose its reason) during the Promotion Period.

Registration Criteria

4. To participate in the Promotion, an Eligible Cardmember must register his/her participation via SMS during the Promotion Period. **Only a one-time registration is required.**
5. SMS registration(s) received by the Bank before and/or after the Promotion Period will be considered as invalid entries.
6. An automated SMS acknowledgement reply will be sent to the Eligible 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 Cardmember for the Promotion, subject to these terms and conditions. However, the automated SMS acknowledgement reply does not constitute a confirmation of the award of the Gift(s).
7. The sending and receiving of an SMS is service provider dependent. The 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. Eligible Cardmembers shall be solely responsible for all fees and charges imposed by their service providers in relation to the registration for the Promotion, including any roaming charges charged by his/her service provider if he/she sends an SMS registration from overseas.
8. By registering for the Promotion, the Eligible Cardmember consents to the Bank contacting them (including via Email, SMS, WhatsApp, Clicks Push Notification) for the purposes of the Promotion, notwithstanding any registration made by the Eligible 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 the Bank and/or unsubscribing from receiving messages (including via SMS and WhatsApp)) from CIMB Bank.

SMS Registration Format

9. Eligible Cardmember(s) can register his/her participation by sending an SMS to “75558” in the below prescribed format for the Promotion:

XM23<space>Last 4 digits of NRIC
Example: XM23 4567 if your NRIC is S1234567Z

10. SMS(es) must be sent in the prescribed format using the Eligible Cardmember's Singapore-registered mobile number held in the Bank's records in order to be eligible for the Promotion. An SMS sent from any other mobile number (including a 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.
11. 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.
12. Upon successful registration, all the Eligible Cardmember's validly existing Eligible Credit Card(s) (i.e. not suspended, cancelled, and/or terminated, in good standing, and conducted in a proper and satisfactory manner, as determined by the Bank in its sole and absolute discretion (and the Bank shall not be obliged to disclose its reason)) will be registered for the Promotion immediately.

Promotion Mechanics

13. The Promotion comprises of the following:
 - (a) Spend and Get Apple Promotion ("Apple Promotion"); and
 - (b) Spend and Get eCapitaVoucher Promotion ("eCapitaVoucher Promotion").
14. **Eligible Cardmembers will only be eligible for EITHER the Apple Promotion OR the eCapitaVoucher Promotion, but NOT BOTH.**

A. Apple Promotion

15. To qualify for the Christmas Gift under the Apple Promotion, the Eligible Cardmember must meet the Minimum Qualifying Spend Amount during the Promotion Period.
16. The promotion mechanics and Gift will be awarded as follows:

Minimum Qualifying Spend Amount	Gift for Top Spenders	Gift for subsequent Eligible Spenders
S\$10,000	Apple Watch SE Gen 2 40mm (worth S\$379) For Top 400 spenders	S\$50 worth of eCapitaVoucher(s)
S\$16,000	iPad 10 th Gen 10.9 64GB (worth S\$685) For Top 200 spenders	S\$80 worth of eCapitaVoucher(s)
S\$24,000	iPhone 15 128GB (worth S\$1,299) For Top 100 spenders	S\$120 worth of eCapitaVoucher(s)

Example

Minimum Qualifying Spend Amount	Eligible Cardmember is one of the Top 400 Spenders	Eligible Cardmember is the Top 401st Spender
S\$12,000	Apple Watch SE Gen 2 40mm	S\$50 worth of eCapitaVoucher(s)

17. Subject to the fulfilment of these terms and conditions, the respective Gifts will be awarded to the Eligible Cardmembers who register and fulfil the Minimum Qualifying Spend Amount and whose transaction amounts are posted to the Eligible Credit Card account(s).
18. Minimum Qualifying Spend Amounts are cumulative retail transactions that:
 - (a) have a transaction date falling within the Promotion Period;
 - (b) have been successfully posted to the Eligible Credit Card account by 22 January 2024; and
 - (c) are not excluded transactions as set out in Clause 32 below.

19. Any full and/or partial reversals on transaction(s) made during the Promotion Period and posted by the Posting Date will be taken into account in the accumulation of spending towards the Minimum Qualifying Spend Amount.
20. Any spend accumulated by the participant of the Promotion who is found to be, or becomes ineligible to participate in or disqualified from the Promotion, will be deemed null and void.
21. If the Eligible Cardmember has more than one Eligible Credit Card and/or has supplementary cards under the same Eligible Credit Card account, Eligible Transactions across the various Eligible Credit Cards will be included in the calculation of the Minimum Qualifying Spend Amount.
22. The Eligible Cardmembers entitled to the Gift will be notified by SMS (or such other means as CIMB may decide in its sole discretion) for the redemption of the Gift by **28 February 2024**.

B. eCapitaVoucher Promotion

23. There are a total of **10,000 Gifts** to be won during the Promotion Period.
24. To qualify for the Gift under the eCapitaVoucher Promotion, the Eligible Cardmember must charge a single retail transaction to an Eligible Credit Card that:
 - (a) is of an amount S\$100 and above;
 - (b) has a transaction date falling within the Promotion Period;
 - (c) has been successfully posted to an Eligible Credit Card account by 22 January 2024; and
 - (d) is not an excluded transaction as set out in Clause 32 below.

The above is defined as “Qualifying Transactions”.

25. The promotion mechanics and Gift will be awarded as follows:

No. of Qualifying Transactions during the Promotion Period (minimum S\$100 per transaction)	Gift	Quantity
3 to 9	S\$8 worth of eCapitaVoucher(s)	6,000 Eligible Cardmembers
10 & above	S\$35 worth of eCapitaVoucher(s)	4,000 Eligible Cardmembers

26. Subject to the fulfilment of these terms and conditions, the respective Gift will be awarded to the **first 6,000 and 4,000 Eligible Cardmembers** respectively who register and fulfil the Qualifying Transactions, and whose transaction amounts are posted to the Eligible Credit Card account(s).
27. Any full and/or partial reversals on transaction(s) made during the Promotion Period and posted by the Posting Date will be taken into account in the accumulation of Qualifying Transactions.
28. Any Qualifying Transactions accumulated by the participant of the Promotion who is found to be or becomes ineligible to participate in or disqualified from the Promotion, will be deemed null and void.
29. If the Eligible Cardmember has more than one Eligible Credit Card and/or has supplementary cards under the same Eligible Credit Card account, Eligible Transactions across the various Eligible Credit Cards will be included in the calculation of the Qualifying Transactions.
30. The Eligible Cardmembers entitled to the Gift will be notified by SMS (or such other means as CIMB may decide in its sole discretion) for the redemption of the Gift by **28 February 2024**.

Eligible Transactions

31. Eligible Transactions are retail transactions conducted with an Eligible Credit Card during the Promotion Period.

Excluded Transactions

32. The following transactions shall be excluded from the calculation of Qualifying 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 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)
- i) Any donations or payments to non-profit organisations (this includes but is not limited to religious and charitable organizations and social services)
- j) Any payments for utilities (this includes but is not limited to electric, gas, heating oil, sanitary and water utility bill payments)
- k) Any credit card transaction that was subsequently cancelled, voided, refunded, or reversed for any reason
- l) Any other transactions that may be prescribed by the Bank from time to time
- m) Any payments done via any AXS network, SAM or ATM transactions made using your credit card
- n) Any transaction with transaction description “AMAZE**”
- o) 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	LAZADA WALLET	

- p) 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. 6540 (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

- 33. By participating in the Promotion, the Eligible Cardmembers are deemed to have read, understood and agreed to be bound by the Terms and Conditions herein and the decisions of the Bank. Decision of the Bank and/or the Bank's judges in relation to the Promotion shall be final, binding and conclusive. The Bank reserves its absolute rights and discretion to disqualify and/or reject any Eligible 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.
- 34. Credit card transactions used for this Promotion will not be valid for other promotions organized by the Bank and vice versa unless otherwise stated.
- 35. The Gift must be taken as provided and is not refundable, exchangeable for cash, credit or other goods and services and are non-transferable.
- 36. The Gift allocated to the Eligible Cardmember is non-assignable and non-transferable.
- 37. The Bank reserves the right to replace or substitute the Gift with any item of equivalent or similar value, without prior notice or reason (and the Bank shall not be obliged to disclose its reason).
- 38. The Bank reserves the right to charge or recover from the Eligible Cardmember or revoke the full value of the Gift(s), should (i) the card transaction(s) used for qualifying for the Promotion be cancelled or void for any reason whatsoever or (ii) the Eligible Cardmember no longer qualifies or is eligible for the Gift or (iii) the Eligible Cardmember breaches any of the terms and conditions contained herein.
- 39. The Bank will not accept any liability in relation to the Gift offered under the Promotion.
- 40. In case of dispute arising from or relating to the Promotion (including any dispute as to the Bank's determination of the eligibility of any Eligible Cardmember to the Gift), the decision of the Bank shall be final, conclusive and binding. No correspondence or claims will be entertained.
- 41. The 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 Eligible Cardmember to participate in the Promotion or to qualify for any Gift.
- 42. By participating in the Promotion, all participants agree and consent that the 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.

43. 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
44. 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.
45. The 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 Eligible Cardmembers with effect from the earliest of the following:
 - a. the date the Bank places notice of such changes on its Singapore website;
 - b. the day after the Bank sends notice of such changes to the Eligible Cardmember’s last known address in the records of the Bank by ordinary post;
 - c. the date after the Bank sends notice of such change to the Eligible Cardmember by short messaging system (SMS) or electronic mail; and/or
 - d. the date the Bank places such notice at all of its branch(es) in Singapore.
46. Any termination, suspension, amendment or variation of this Promotion by the Bank or the terms and conditions herein shall not entitle any Eligible Cardmember to any claims or compensation from the Bank for any and all losses or damages suffered or incurred by that Eligible Cardmember, whether directly or indirectly caused.
47. 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.
48. 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.