



Terms and Conditions Governing CIMB Lunar New Year Brand WhatsApp Campaign 2023

Eligibility

For the purpose of this campaign ("Campaign"):

1. The "Campaign Period" will be from 9 January 2023 to 3 February 2023.
2. This campaign is only applicable to existing retail customers ("Customer") who receive an electronic Direct Mailer from or read up on the website of CIMB Bank Berhad, Singapore Branch ("CIMB Bank", "CIMB" or the "Bank") relating to this Campaign and all existing to bot user.
3. To participate in the Campaign, Customer will have to send in a message "Give me Ang Bao!" to CIMB Bank SG's official WhatsApp. A message will then be sent to the Customer, and the receiver of the message will need to click the button 'Tell Me More' and also accept these T&Cs in the CIMB WhatApp Chatbot during the Campaign Period.
4. By participating in the Campaign, Customers must consent to CIMB Bank contacting them via SMS/ WhatsApp for the purposes of the Campaign notwithstanding any registration made by the Customer on the Do Not Call Registry as well as any opt out of Marketing Messages via Voice Call, Phone Call, SMS, eDM and MMS (Text Messages) with CIMB Bank.

WhatsApp Game Participation

5. Campaign is applicable to existing Customers whose mobile numbers are maintained and updated in CIMB Bank's records.
6. WhatsApp message must be sent using the Customer's Singapore registered mobile number held in CIMB Bank's records in order to be eligible for the Campaign. An SMS or WhatsApp message sent from any other mobile number will not qualify and will be considered as an invalid entry. An SMS or WhatsApp message sent from an overseas number will not qualify.
7. An automated WhatsApp message will be sent to the Customer for him/her to participate in the Campaign.
8. The automated WhatsApp message (refer to clause 7) will constitute the confirmation of participation of an eligible Customer for the Campaign, subject to these terms and conditions.
9. The sending and receiving of a WhatsApp message 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 WhatsApp message, or any ineligibility to participate in the Campaign resulting from the same.
10. The Customer is invited to play a game of Quizzes. This is a challenge where Customer will be asked 8 questions in total related to the Lunar New Year, it will run twice a week on Tuesday and Friday during the Campaign Period.
11. The first 500 Customers who give the correct answer per day during the Campaign Period are eligible to win a FairPrice e-voucher ("Gift") each, in dominations of S\$2.88, S\$6.88 and S\$8.88. The domination of the Gift which Customer gets depends on what the Customer selects at random after winning the quiz.



12. The link containing the e-voucher will be sent via WhatsApp to the eligible winner on the same day via WhatsApp.
13. An Eligible Customer can be entitled to receive more than one (1) Gift.

About the Gift

14. To redeem the e-voucher, Customer can use the QR code within for in-store purchases.
15. There is expiration date for the voucher:
 - (a) E-Voucher Validity: The validity of the e-voucher is 12 months, with effect from date of delivery of e-vouchers to purchaser email.
16. Terms and conditions of FairPrice E-Voucher apply, including:
 - (a) The e-voucher is expressed in Singapore dollars.
 - (b) Not valid for purchase of lottery products
 - (c) Not valid for redemption at Unity Pharmacy Changi Airport.
 - (d) Not valid for redemption at Cheers and FairPrice Xpress outlets.
 - (e) Non-exchangeable for cash and/or gift vouchers.
 - (f) Not re-fundable for any unused amount/value.
 - (g) Non-renewable upon expiry. Expiry date is final.
 - (h) Not valid for checkout via Scan & Go.
 - (i) Voucher does not offset service and delivery fees on FairPrice Online orders.

General Terms and Conditions

17. By participating in the Campaign, the Customers 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 Campaign shall be final, binding and conclusive. CIMB Bank reserves its absolute rights and discretion to disqualify and/or reject any Customers that it determines or reasonably suspects to be tampering with the process or the operation of the Campaign, or to be acting in breach of the Terms and Conditions herein.
18. The Gifts must be taken as provided and are not refundable, exchangeable for cash, credit or other goods and services and are non-transferable.
19. CIMB Bank reserves the right to replace and/or modify the Gift at its sole discretion at any time and without prior notice.
20. CIMB Bank will not accept any liability in relation to the Gift offered under the Campaign. 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 Campaign 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 Customer 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.
21. In case of dispute arising from or relating to the Campaign (including any dispute as to CIMB Bank's determination of the eligibility of any Customer to the Gift), 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 Customer to participate in the Campaign or to qualify for any Gift.

23. In the event of any inconsistency between these terms and conditions and/or any application form, brochure, marketing or promotional material relating to the Campaign, these terms and conditions shall prevail to the extent of matters relating to this Campaign.
24. CIMB Bank reserves the right to amend, revoke, vary or add to the terms and conditions of the Campaign or suspend or terminate the Campaign 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 Customer with effect from the earliest of the following:
- the date CIMB Bank places notice of such changes on its Singapore website;
 - the date after CIMB Bank sends notice of such change to the Customer by short messaging system (SMS) or electronic mail; and/or
 - the date CIMB Bank places such notice at all of its branch(es) in Singapore.
25. By participating in the Campaign, 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:
- disclosing the personal data of the winners of the Campaign for the purposes of identifying the said winners, including disclosing such data to the merchants in relation to the Campaign;
 - administering and conducting the Campaign, including announcing the results of the Campaign and identifying and contacting the winners; and
 - publishing and/or displaying the names and/or the pictures/photographs of the winners of the Campaign for print advertisements or other publicity materials.
26. Any termination, suspension, amendment or variation of this Campaign by CIMB Bank or the terms and conditions herein shall not entitle any Customer to any claims or compensation from CIMB Bank for any and all losses or damages suffered or incurred by that Customer, whether directly or indirectly caused.
27. By participating in the Campaign, the Customers acknowledge that they are solely responsible for the compatibility of his/her mobile phones to receive the Whatsapp messages in the LNY Whatsapp campaign, the e-voucher redemption code and/or such other notifications which may be sent in connection with the Campaign. CIMB shall not liable for any failure or interruption in the transmission of such notifications to the mobile phones of the Customers and/or the submission of answers Customers for the LNY Whatsapp campaign via such mobile phones.
28. The Customers may not under any circumstances: (i) copy, sell, resell, assign, license, distribute, transmit, publicly display, rent, lease, lend, export, offer on a "pay-per-use" basis, publish or otherwise reproduce the Campaign (including the WhatsApp chatbot) or any part thereof in any form by any means; and/or (ii) adapt, modify, decompile, disassemble, localise, port and/or reverse engineer the Campaign (including the WhatsApp chatbot) or any part thereof; (iii) remove, obscure or destroy any copyright, proprietary or confidential legends or marking of CIMB Bank placed upon or contained within the Campaign (including the WhatsApp chatbot); (iv) prepare or develop derivative works based on the Campaign (including the WhatsApp chatbot); (v) use or upload, in any way, any software or material that contains, or which the Customers have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the Campaign (including the WhatsApp chatbot) or damage or interfere with the operation of the computer or mobile phone of another Customer, or the Campaign (including the WhatsApp chatbot); (vi) use the Campaign (including the WhatsApp chatbot) for any purpose other than those permitted under these terms and conditions; or (vii) use the Campaign (including the WhatsApp chatbot) other than in accordance with the applicable terms and acceptable use policies and any other applicable laws, or (viii) view, listen to, download, print or use the Campaign

(including the WhatsApp chatbot) other than as allowed under applicable laws. Any breach of the aforesaid restrictions shall result in immediate and automatic termination of the eligibility of the Customers to participate in the Campaign. The use restrictions set out herein shall survive the termination of these terms and conditions.

29. CIMB Bank may from time to time without giving any reason or prior notice, upgrade, maintain, modify, alter, suspend, discontinue the provision of or remove (including downtime for the maintenance of the Whatsapp chatbot used in connection with the Campaign), whether in whole or in part, the Whatsapp chatbot used in connection with the Campaign and shall not be liable if any such upgrade, modification, suspension or alteration prevents the Customers from accessing the Whatsapp chatbot used in connection with the Campaign or any part or feature thereof.
30. CIMB Bank reserves the right, but shall not be obliged to: (i) monitor, screen or otherwise control any activity or content; (ii) investigate any violation of the terms and conditions contained herein and take any action it deems appropriate; (iii) prevent or restrict access of any Customer to the Whatsapp chatbot used in connection with the Campaign; and/or (iv) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities.
31. The Customers must also: (i) abide by all applicable laws and regulations in connection with the Campaign; (ii) not impersonate any person or entity or to falsely state or otherwise misrepresent his/her affiliation with any person or entity; and (iii) not post, promote or transmit through the Campaign any unlawful, defamatory, harassing, libellous, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature (including unauthorised use of personal data belonging to third parties).
32. These terms and conditions shall be governed by the laws of Singapore and the participants in the Campaign irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
33. 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