

CIMB Visa Debit Card-GAPS Donation Campaign Terms and Conditions

1. The “CIMB Visa Debit Card-GAPS Donation Campaign” (“**Campaign**”) is jointly organized by CIMB Bank Berhad [Registration No: 197201001799] and CIMB Islamic Bank Berhad [Registration No: 200401032872] (collectively referred to as “**CIMB**”).
2. “**GAPS**” is the acronym for Gabungan Anak-Anak Palsi Serebrum.

The Campaign Period

3. The Campaign shall run from 3 December 2024 at 12.00am to 30 November 2025 at 11.59pm, both dates inclusive (“**Campaign Period**”).
4. CIMB reserves the right to change the duration and/or the commencement and/or expiry dates of the Campaign Period by giving seven (7) calendar days’ prior notice.

Eligibility

5. This Campaign is open to all new CIMB Visa Debit Cardholders whose card was issued or replaced during the Campaign Period (“**Eligible Customers**”).
6. This Campaign is also open to all new and existing staff of CIMB (including contract and probationary staff). “**CIMB**” means the group of companies/legal entities in which CIMB Group Holdings Berhad, being the ultimate holding company of CIMB Bank has a controlling interest, directly or indirectly, either by itself or through its subsidiaries.
7. No registration is required to participate in this Campaign.

Campaign Mechanics

8. For the avoidance of doubt, the campaign mechanics shall include the below:
 - i) CIMB will donate RM2 to GAPS for each CIMB Visa Debit Card issued or replaced during the Campaign Period (“**Donation**”);
 - ii) In return, GAPS will use the Donation to:-
 - a) Purchase rehabilitation equipment for under privileged Cerebral Palsy patients;
 - b) Sponsor for enrichment activities such as physiotherapy, occupational therapy and educational programmes conducted at the GAPS-Resource, Education, Awareness & Therapy Academy managed by GAPS;
 - c) Sponsor GAPS’s awareness drive and roadshows throughout Malaysia.
9. Eligible Customers are not eligible for income tax claim for the Donation made by CIMB to GAPS.
10. Donation will be automatically made by CIMB to GAPS as governed by the Donation framework set forth between both parties.

11. By applying for the CIMB Visa Debit Card, Eligible Customers will be automatically enrolled to the Campaign. Any appeals to convert the Donation amount of RM2 to cashback or any other form will not be entertained.
12. CIMB shall have the right to:
 - a) substitute the Donation with item(s) of equivalent value; and/or
 - b) extend, shorten, discontinue, cancel, terminate or suspend the Campaign by giving seven (7) days calendar notice to Eligible Customers via the means of notification stated in Clause 17.
13. The Donation is a cost to CIMB and Eligible Customers will not be charged for the Donation.
14. The Donation will not appear in the Eligible Customer's statement of account, CIMB Clicks and/or CIMB OCTO APP transaction history.

General Terms and Conditions

15. The Eligible Customers agree that by participating in the Campaign, they:
 - a. are required to read and understand these Terms and Conditions;
 - b. have accessed, read and confirm their agreement to these Terms and Conditions;
 - c. confirm that the key contract terms affecting their obligations have been adequately explained to them;
 - d. consent to CIMB processing and disclosing their personal data as well as any personal data of any individual which the Eligible Customers may share with CIMB in accordance with CIMB's Group Privacy Notice at www.cimb.com.my & <https://cerebralspalsy.org.my/>
 - e. agree that all decisions reasonably made by CIMB in relation to every aspect of this Campaign shall be final, binding and conclusive; and
 - f. agree that CIMB shall not be liable or held responsible to the Eligible Customers if CIMB is unable to perform in whole or in part any of its obligations in these Terms and Conditions attributable directly or indirectly to:
 - I. the failure of any mechanical or electronic device, data processing system or transmission line;
 - II. electrical failure;
 - III. industrial dispute, war, strike or riot;
 - IV. any act of God beyond CIMB 's control; or
 - V. any factor which is beyond CIMB reasonable control.
16. CIMB shall have the right to disqualify any Eligible Customers that it determines to be acting in breach of these Terms and Conditions.
17. CIMB shall have the right to extend, shorten, discontinue, cancel, terminate or suspend the Campaign by giving seven (7) calendar days' prior notice to the Eligible Customers via:
 - a. announcement at CIMB 's website; and/or
 - b. notice at CIMB's branches; and/or
 - c. by any other means of notification which CIMB may select.

For avoidance of doubt, CIMB shall not be liable to the Eligible Customers for any losses, damages, costs or expenses as may be suffered or incurred by the Eligible Customers as a direct or indirect result of any cancellation, suspension, shortening or extension of the Campaign.

18. CIMB shall not be liable to any Eligible Customers or any party for any losses, costs or damages (including but not limited to, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages) resulting from:
- a. The Eligible Customers participation or non-participation in the Campaign; and/or
 - b. Any non-receipt or delayed receipt by the Eligible Customer(s) of the Short Message Service (SMS) or electronic Direct Mailer (eDM),

unless such loss or damage arises from and is caused directly by CIMB gross negligence or wilful default.

19. a) CIMB shall have right to vary, add, delete, or amend any of these Terms and Conditions ("**Amendment**") by giving twenty-one (21) calendar days' prior notice to the Eligible Customers via:
- I. announcement at CIMB's website; and/or
 - II. notice at CIMB's branches; and/or
 - III. advertisement in one newspaper of CIMB 's choice; and/or
 - IV. by any other means of notification which CIMB may select.

b) The Amendment shall be considered as binding on the Eligible Customers from the date as specified by CIMB's in the notification.

c) If the changes are required by law or any rules, regulations, directives, notices and guidelines ("**Regulations**") then they will take effect in accordance with the law or Regulations and CIMB will inform/give notice to the Eligible Customers about these changes as soon as possible.

d) Eligible Customers agree to access CIMB 's website at regular intervals to view the terms and conditions of the Campaign and to ensure that they are kept up-to date with any variation to these Terms and Conditions.

20. CIMB will not be liable to the Eligible Customers for any losses, costs or damages suffered or incurred by the Eligible Customers as a direct or an indirect result of the Amendment.
21. The Eligible Customers shall fully indemnify and keep CIMB indemnified against any fee, cost, charge, expense, loss, damage or liability which the Bank may incur as a result of the Eligible Customers:
- a. participation in the Campaign; and/or
 - b. breach or failure to comply with these Terms and Conditions.

22. These Terms and Conditions:

- a. shall prevail over any provisions or representations contained in any other materials advertising the Campaign; and
- b. are to be read together with the prevailing terms and conditions of CIMB Current/Savings Account/-i and the terms and conditions of the eligible CIMB Visa Debit Card which shall apply in addition to these Terms and Conditions.

23. These Terms and Conditions are subject to and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia and other relevant regulatory bodies to which the CIMB is subject.

24. If CIMB does not exercise a right that it has in these Terms and Conditions, this does not stop CIMB from exercising that right or any other rights CIMB has in the future.

25. a) Eligible Customers may contact CIMB's Customer Resolution Unit ("CRU") for any feedback and/or complaint in relation to this Campaign via letter, phone call or email:

Address: CIMB Customer Resolution Unit (CRU)
P.O. Box 10338,
GPO Kuala Lumpur
50710 Wilayah Persekutuan
Telephone No: 603 6204 7788
Email: contactus@cimb.com

- b) CIMB may change the above contact details by notifying the Eligible Customers by way of announcement at CIMB's website or by any other means of notification which CIMB may select.