

TERMS AND CONDITIONS

CIMB RM150 OFF MHflypass ASEAN Campaign

1. The CIMB RM150 OFF MHflypass ASEAN Campaign (“**the Campaign**”) is organised by CIMB Bank Berhad [Registration No: 197201001799 (13491-P)] (“**CIMB Bank**”) and CIMB Islamic Bank Berhad [Registration No: 200401032872 (671380-H)] (“**CIMB Islamic Bank**”). CIMB Bank and/or CIMB Islamic Bank shall herein collectively be referred to as “**CIMB**”.

The Campaign Period

2. The Campaign shall run from 3 July 2024 to 31 October 2024, both dates inclusive (“**the Campaign Period**”):
3. CIMB reserves the right upon giving notice of not less than seven (7) calendar days to change the duration and/or the commencement and/or the expiry dates of the Campaign Duration and/or Campaign Period.

Eligibility

4. This Campaign is open exclusively to all CIMB principal and/or supplementary credit cardholders (except Platinum Business Card and Fuel Tanker Card) issued by CIMB in Malaysia, hereinafter collectively referred to as (“**Eligible Participants**”).

Campaign Mechanics and Conditions

5. During the Campaign Period, Eligible Participants will get Ringgit Malaysia One Hundred Fifty (RM150) OFF for MHflypass ASEAN purchase (“**Discount**”) made via <https://shop.myjournify.com/promo/cart/682/cimbflypassexclusive> and/or Journify app of which Eligible Participants will need to enter **Promo Code: CIMBFLYPASS150** prior to checkout and ensure that payment is made using a CIMB credit card/-i (Eligible Credit Card) to enjoy the Discount. Travel period is valid for One (1) year from the date of purchase. MHflypass is valid for Malaysia Airlines operated and Firefly operated flights that fly to/from any point of departure in the determined zone destinations.
6. The Campaign is subject to the following terms and conditions:
 - i) subject to a monthly capping of **Two Thousand Two Hundred and Fifty (2,250) redemptions** on first-come-first-served basis;
 - ii) For **Discount** that is enjoyed by Eligible Participants within each campaign month, Eligible Participants is required to meet a **minimum spend requirement of Ringgit Malaysia Two Thousand (RM2,000) on Eligible Spending Transaction(s) for MHflypass ASEAN purchase** within the same campaign month OR within the next Thirty (30) days from the date of MHflypass ASEAN purchase (“**Spend Requirement**”), excluding the transaction made for the purchase of the MHflypass.
 - iii) For the avoidance of doubt, for multiple Discount(s) enjoyed by an Eligible Participant in a campaign month, the Spend Requirements must be met within the same campaign month

OR within the next Thirty (30) days from the first MHflypass ASEAN purchase transaction the within the campaign month.

For multiple Discount(s) enjoyed by an Eligible Participants in different campaign month, the Spend Requirement must be met in the respective campaign month(s) or the next Thirty (30) days from the date of respective MHflypass purchase is made.

- iv) If the Eligible Participant(s) do not meet the Spend Requirement stipulated in Clause 6(ii), the **Discount provided will be offset by Ringgit Malaysia One Hundred (RM100)**, which will be billed to the same Eligible Participant(s) principal credit card account within twelve (12) weeks after the end of the Campaign Period. The offset amount will be reflected in the Eligible Participant’s subsequent credit card monthly statement.

Illustration 1: Illustration of Discount enjoyed by Eligible Participants and respective Spend Requirement

Eligible Participant	Date of Discount Enjoyed by Eligible Participant	Spend Requirement	Period where Eligible Participant is required to meet Spend Requirement	Total Amount Eligible Spending Transactions excluding purchase of MHflypass	Met Spend Requirement	Offset Amount billed to Eligible Participant credit card account
A	12 July 2024	RM2,000	1 July – 31 July 2024 OR 12 July – 10 August 2024	RM2,400 RM1,900	Yes	No
B	18 July 2024	RM2,000	1 July – 31 July 2024 OR 18 July – 16 August 2024	RM800 RM2,200	Yes	No
C	15 August 2024	RM2,000	1 August – 31 August 2024 OR 15 August – 13 September 2024	RM1,200 RM1,500	No	RM100
D	5 August 2024	RM2,000	1 August – 31 August 2024 OR 5 August – 3 September 2024	RM1,800	Yes	No
	17 August 2024			RM2,100		
E	7 August 2024	RM2,000	1 August – 31 August 2024 OR 7 August – 5 September 2024	RM1,600 RM2,300	Yes	No

	20 September 2024	RM2,000	1 September – 30 September 2024 OR 20 September – 19 October 2024	RM3,200 RM1,900	Yes	No
F	5 July 2024	RM2,000	1 July – 31 July 2024 OR 5 July – 3 August 2024	RM2,500 RM2,200	Yes	No
	10 August 2024	RM2,000	1 August – 31 August 2024 OR 10 August – 8 September 2024	RM1,700 RM1,900	No	RM100

“Eligible Spending Transaction(s)” – refer to Clauses 7 for details.

7. “Eligible Spending Transaction(s)” means purchase transactions for goods and services that includes local, overseas and online transactions approved by CIMB and charged to the Eligible Credit Card during the Campaign Period.
Foreign currency Eligible Spending Transaction(s) shall be converted to Ringgit Malaysia (RM) for purpose of calculation and shall be based on CIMB’s prevailing exchange rate.
8. For the avoidance of doubt, the following transactions are expressly excluded and shall not be treated as Eligible Spending Transaction(s):
- i) Transaction made for the purchase of the respective MHflypass ASEAN
 - ii) Quasi Cash transactions – (example: betting and/or gaming transactions);
 - iii) Monthly instalments under any instalment payment facility provided by CIMB;
 - iv) Payment of annual fees or service charges, delivery charges, cash payments, card replacement fee, government service tax, dispute charges, fraud charges or any other fees, charges or penalties whether imposed by CIMB or otherwise;
 - v) Cash advance/withdrawal/deposit transactions;
 - vi) Spending transactions which are subsequently cancelled or refunded, disputed, unauthorised or fraudulent transactions; and
 - vii) Any transaction made in the country which is a member of the European Economic Community (EEC) or European Union (EU).

Any determination by CIMB as to what constitutes Eligible Spending Transaction(s) shall be conclusive and shall not be challenged in any manner whatsoever unless the same appears as grossly unfair or unjust.

9. All Eligible Spending Transaction(s) will be automatically tracked by CIMB for the purpose of meeting the Spend Requirement of the Eligible Participants who enjoyed the discount as set out in clause 5 above. The tracking of the Eligible Spending Transaction(s) is based on the transaction dates and/or

time (Malaysian Time) as captured by CIMB transaction records. If an Eligible Participant has multiple CIMB credit card/-i, the Eligible Spending Transaction(s) made on each Eligible Credit Card will be combined and considered towards meeting the respective Spend Requirement.

10. CIMB shall not be held responsible or liable for any delay in the posting of the Eligible Spending Transaction(s) to the Eligible Participants' Eligible Credit Card and/or error or omission in the posting of the same due to any reasons whatsoever and howsoever arising including but not limited to the delay on the part of the merchant unless the same is due to the gross negligence and/or default of CIMB. CIMB shall not be responsible for any failure and/or error and/or delay in the transmission of evidence of Eligible Spending Transaction(s) and/or posting of the Eligible Spending Transaction(s) to the Eligible Participants' Eligible Credit Card by Mastercard, Visa, merchant establishments or any other party unless the same is due to the gross negligence or default of CIMB.
11. CIMB shall not be responsible or held liable in any manner whatsoever in respect of any technical failures or any kind of, intervention, interruptions and/ or electronic or human error in administration and/or processing of the transaction performed via CIMB Credit Card/-i unless the same is due to the gross negligence or wilful default of CIMB.

General Terms and Conditions

12. The Eligible Participants 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 in accordance with the CIMB Group Privacy Notice at www.cimb.com.my/en/personal/privacy-policy.html;
 - e) agree that all decisions reasonably made by CIMB in relation to every aspect of this Campaign, including the Cash Back to be given away and determination of the Eligible Participants, shall be final, binding and conclusive; and
 - f) agree that CIMB shall not be liable or held responsible to the Eligible Participants if CIMB is unable to perform in whole or in part of 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 in a nature of a force majeure which is beyond CIMB's reasonable control.
13. The Eligible Participants will be disqualified from participating in the Campaign if during the Campaign Period:
 - a) The Eligible Participants are in breach of the terms and conditions governing the Eligible Credit Cards;
 - b) The Eligible Credit Card is terminated or closed or be made subject to any attachment, adverse orders made by the Court or any authorities sanctioned by laws; or
 - c) The Eligible Credit Card is delinquent, invalid or cancelled by the Eligible Participants or CIMB.

14. CIMB shall have the right to disqualify any Eligible Participants that it determines to be acting in breach of these Terms and Conditions.

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 Participants via:

- (i) announcement at CIMB's website; and/or
- (ii) notice at CIMB's branches; and/or
- (iii) by any other means of notification which CIMB may select.

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

15. CIMB shall not be liable to any Eligible Participants or any party for any loss or damage (including but not limited to, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages) resulting from the Eligible Participants participation or non-participation in the Campaign unless such loss or damage arises from and is caused directly by CIMB's gross negligence or wilful default.
16.
 - 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 Participants 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 Participants from the date as specified by CIMB in the notification.
 - c) If the changes 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 Participants about these changes as soon as possible.
 - d) Eligible Participants 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.
17. Eligible Participants shall fully indemnify and keep CIMB indemnified against any fee, cost, charge, expense, loss, damage or liability which CIMB may incur as a result of the Eligible Participants:
 - a) participation in the Campaign; and/or
 - b) breach or failure to comply with these Terms and Conditions.
18. 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 the Eligible Credit Cards which shall apply in addition to these Terms and Conditions.

19. 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 CIMB is subject.
20. 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.
21. CIMB's website may contain links to other websites ("**Third Party Links**"). CIMB has no control over, and do not monitor or review the contents of the Third Party Links. If the Eligible Participants do click on the Third Party Links, the Eligible Participants understand that they are accessing the Third Party Links at their own risk and CIMB is not responsible for any losses the Eligible Participants may incur.
22. Eligible Participants may contact CIMB's Customer Resolution Unit ("CRU") for any feedback and/or complaint in relation to this Campaign via letter, phone call, fax and email:
Address: CIMB Bank Berhad / CIMB Islamic Bank Berhad, Customer Resolution Unit (CRU),
P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan
Telephone No: 603 6204 7788
Email: cru@cimb.com
23. CIMB may change the above contact details by notifying the Eligible Participants by way of announcement at CIMB's website or by any other means of notification which CIMB may select.