# TERMS AND CONDITIONS <u>CIMB DURIAN-I RIUH</u> DURIAN RUNTUH 2025 CAMPAIGN

1. The CIMB DURIAN-i "Riuh Durian Runtuh 2025 Campaign" ("Campaign") is organized by CIMB Islamic Bank Berhad [Registration No.: 200401032872] ("CIMB").

## **Campaign Period**

- The Campaign shall run from 1 January 2025 to 31 December 2025, both dates inclusive ("Campaign Period").
- 3. 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 & Qualifying Criteria**

- 4. Subject to the terms and conditions herein, the Campaign is open to all new and existing account holders of Daily Unrestricted Investment Account-i ("DURIAN-i Account") ("Eligible Customer(s)").
- 5. In relation to joint DURIAN-i Account, only the first named account holder of the joint DURIAN-i Account, i.e. the primary account holder shall be eligible to participate in the Campaign. For the purpose of this Campaign, the secondary joint accountholder(s) is not eligible to participate in this Campaign.
- 6. The following categories of persons/entities shall NOT be eligible to participate in this Campaign: -
  - Small medium enterprises/enterprise banking/commercial and corporate customers as shall be determined by CIMB which include but shall not be limited to sole proprietorships, partnerships, public listed companies, private limited companies, charitable/non-profit organization/societies, clubs, associations, cooperatives and professional partnerships;
  - b) Individuals below the age of eighteen (18) years old;
  - c) Employees of CIMB Group\* (including its subsidiaries and related companies) that are directly involved in the Winners selection process for the Campaign; and/or
  - d) Employees of CIMB Group\* (including its subsidiaries and related companies) that are **NOT** directly involved in the Winners selection process for the Campaign, are eligible to participate in the Quarterly Prize category but are **NOT** eligible to participate in the Year End Prize category.
    - \*"CIMB Group" refers to the group of companies/legal entities in which CIMB Group Holdings Berhad, being the ultimate holding company of CIMB Bank Berhad has a controlling interest, directly or indirectly, either by itself or through its subsidiaries.
- 7. By participating in this Campaign, the Eligible Customer represents and confirms that he/she does not fall under the aforesaid categories of persons/entities.
- 8. DURIAN-i Account is not protected by Perbadanan Insurans Deposit Malaysia (PIDM).



# **Campaign Mechanics**

9. The Eligible Customers may participate in this Campaign and stand to win the prizes offered by earning "Entries" in the manner set out below: -

**Table 1: Campaign Mechanics** 

Category	Eligible Transaction	Number of Entries
Quarterly Prize	Maintain a minimum of RM5,000 average balance for the quarter	Entry Requirement for 1 <sup>st</sup> Prize only
	Maintain a minimum of RM1,000 average balance for the quarter	Entry Requirement for 2 <sup>nd</sup> Prize only
	Every incremental of RM100 average balances for the Quarter	1
	Additional: At least two (2) recurring billing scheduled for the Quarter	10
	Additional: Transact at least RM100 payment to zakat bodies and/or to Tabung Haji account for the Quarter	10
	Additional: Maintain more than RM5,000 average balance for the quarter	50
	Additional: Maintain more than RM10,000 average balance for the quarter	100
Year End Prize	Maintain a minimum of RM20,000 average balance for the year	Entry Requirement for Grand Prize, 1 <sup>st</sup> Prize, 2 <sup>nd</sup> Prize and 3 <sup>rd</sup> Prize only.
	Every incremental of RM5,000 average balances for the Year	1



Illustrations for entries calculation for Quarterly and Year End Prize:

# **Table 2: Illustrations for Entries Calculation**

Illustration 1: Eligible Customer A who opened a new DURIAN-i Account in February 2025

# Quarterly Prize entries illustrated for Q1 2025 and Q2 2025

Month	Average Balance for the month (RM)	No. of Recurring Billing Scheduled	Zakat/ Tabung Haji (TH) Transaction (min RM100)	Quarterly Entries Illustrated	Total Quarterly Entries	Entry requirement for 1st and 2nd Prize of the Quarter
February	700	0	N	Average Balance for Q1 2025:  (RM700 + RM1,000)/ 2 months =  RM850  Entries for Incremental Average  Balance for the Quarter:  RM850/RM100 = 8 entries  0 Recurring Billing Scheduled =  0	Q1 2025: 18	Not eligible (However, customer is still
March	1,000	0	Υ	Zakat/TH Transactions =  10 entries  Maintain more than  RM5,000/RM10,000 Average  Balance for the Quarter =  0		eligible for Consolation Prize)
April	2,000	3	N	Average Balance for Q2 2025:  (RM2,000 + RM2,500 + RM3,500)  / 3 months = RM2,666  Entries for Incremental Average Balance for the Quarter:  (RM2,666 - RM850)/RM100 = 18 entries  3 Recurring Billing Scheduled = 10 entries	Q2 2025: 28	Eligible for 2 <sup>nd</sup> Prize/Consolation Prize
May	2,500	3	N	Zakat/TH Transactions = 0		
June	3,500	3	N	Maintain more than RM5,000/RM10,000 Average Balance for the Quarter = <mark>0</mark>		



Month	Average Balance for the month (RM)	Entries for Incremental Average Balance for the Year	Entry requirement for Grand Prize, 1 <sup>st</sup> Prize, 2 <sup>nd</sup> Prize and 3 <sup>rd</sup> Prize - Maintain a minimum of RM20,000 average balance for the Year
February	700		
March	1,000	Average Balance for the Year:	
April	2,000	(RM700 + RM1,000 + RM2,000+ RM2,500 +	
May	2,500	RM3,500 + RM4,500 + RM6,000 + RM7,000 +	
June	3,500	RM8,000 + RM9,000+ RM10,000) /	
July	4,500	11 months = RM4,927	Not oligible
August	6,000	Entries for Incremental Average Balance for	Not eligible
September	7,000	the Year:	
October	8,000	RM4,927/ RM5,000 =	
November	9,000	0 entry	
December	10,000	,	



# Illustration 2: Eligible Customer B is an existing customer who opened DURIAN-i Account in August 2024

# Quarterly Prize entries illustrated for Q1 2025 and Q2 2025

Month	Average Balance for the month (RM)	No. of Recurring Billing Scheduled	Zakat/ Tabung Haji (TH) Transaction (min RM100)	Quarterly Entries Illustrated	Total Quarterly Entries	Entry requirement for 1st and 2nd Prize of the Quarter
January	12,000	4	Z	Average Balance for Q1 2025:  (RM12,000 + RM13,000 +  RM14,000)/ 3 months =  RM13,000  Entries for Incremental Average  Balance for the Quarter:  RM13,000/RM100 = 130 entries	04.3035	Eli il la Cast
February	13,000	4	Υ	4 Recurring Billing Scheduled = 10 entries	Q1 2025: 250	Eligible for 1 <sup>st</sup> Prize/2 <sup>nd</sup> Prize/ Consolation Prize
March	14,000	4	Υ	Zakat/TH Transactions =  10 entries  Maintain more than  RM5,000/RM10,000 Average  Balance for the Quarter =  100 entries		
April	15,000	4	N	Average Balance for Q2 2025:  (RM15,000 + RM16,000 +  RM17,000)/ 3 months = RM16,000  Entries for Incremental Average Balance for the Quarter:  (RM16,000 - RM13,000)/RM100  = 30 entries  4 Recurring Billing Scheduled = 10 entries	Q2 2025: 140	Eligible for 1 <sup>st</sup> Prize/2 <sup>nd</sup> Prize/Consolation Prize
May	16,000	4	N	Zakat/TH Transactions = 0		
June	17,000	4	N	Maintain more than RM5,000/RM10,000 Average Balance for the Quarter = 100 entries		



Month	Average Balance for the month (RM)	Entries for Incremental Average Balance for the Year	Entry requirement for Grand Prize, 1 <sup>st</sup> Prize, 2 <sup>nd</sup> Prize and 3 <sup>rd</sup> Prize - Maintain a minimum of RM20,000 average balance for the Year
January	12,000		
February	13,000	Average Balance for the Year:	
March	14,000	(RM12,000 + RM13,000 + RM14,000+	
April	15,000	RM15,000 + RM16,000 + RM17,000 +	
May	16,000	RM25,000 + RM30,000 + RM35,000 +	
June	17,000	RM40,000 + RM45,000 + RM50,000) /	Eligible for Grand Prize/1st Prize/2nd
July	25,000	12 months = RM26,000	Prize/3 <sup>rd</sup> Prize/Bonus Prize
August	30,000	Entries for Incremental Average Balance for	
September	35,000	the Year:	
October	40,000	RM26,000/ RM5,000 =	
November	45,000	5 entries	
December	50,000		



# Illustration 3: Eligible Customer C opened a new DURIAN-i Account in July 2025

# Quarterly Prize entries illustrated for Q3 2025 and Q4 2025

Month	Average Balance for the month (RM)	No. of Recurring Billing Scheduled	Zakat/ Tabung Haji (TH) Transaction (min RM100)	Quarterly Entries Illustrated	Total Quarterly Entries	Entry requirement for 1st and 2nd Prize of the Quarter
July	10,000	0	Υ	Average Balance for Q3 2025:  (RM10,000 + RM10,000 +  RM10,000)/  3 months = RM10,000  Entries for Incremental Average  Balance for the Quarter:  RM10,000/RM100 = 100 entries	Q3 2025:	Eligible for 1st Prize/
August	10,000	0	Υ	O Recurring Billing Scheduled = 0	210	2nd Prize/ Consolation Prize
September	10,000	0	N	Zakat/TH Transactions =  10 entries  Maintain more than  RM5,000/RM10,000 Average  Balance for the Quarter =  100 entries		FIIZE
October	1,000	0	N	Average Balance for Q4 2025: (RM1,000 + RM500 + RM800)/ 3 months = RM766  Entries for Incremental Average Balance for the Quarter: (RM766 - RM10,000)/RM100 =  0  0 Recurring Billing Scheduled = 0	Q4 2025: 0	Not Eligible
November	500	0	N	Zakat/TH Transactions = 0		
December	800	0	N	Maintain more than RM5,000/RM10,000 Average Balance for the Quarter = 0		



Month	Average Balance for the month (RM)	Entries for Incremental Average Balance for the Year	Entry requirement for Grand Prize, 1st Prize, 2nd Prize and 3rd Prize - Maintain a minimum of RM20,000 average balance for the Year
July	10,000	Average Balance for the Year:	
August	10,000	(RM10,000 + RM10,000 + RM10,000 + RM1,000 + RM500 + RM800) /	
September	10,000	6 months = <b>RM5,383</b>	Not eligible
October	1,000	Entries for Incremental Average Balance for the	(However, customer is eligible
November	500	Year:	for Bonus Prize)
		<b>RM5,383</b> / RM5,000 =	
December	800	1 entry	



# Illustration 4: Eligible Customer D opened a new DURIAN-i Account in April 2025

# Quarterly Prize entries illustrated for Q2 2025, Q3 2025 and Q4 2025

Month	Average Balance for the month (RM)	No. of Recurring Billing Scheduled	Zakat/ Tabung Haji (TH) Transaction (min RM100)	Quarterly Entries Illustrated	Total Quarterl y Entries	Entry requirement for 1st and 2nd Prize of the Quarter
April	5,000	0	N	Average Balance for Q2 2025:  (RM5,000 + RM9,000 +  RM12,000)/ 3 months = RM8,667  Entries for Incremental Average Balance for the  Quarter:  RM8,667/RM100 = 86 entries	Q2 2025:	Eligible for 1st Prize/
May	9,000	0	N	O Recurring Billing Scheduled = O	136	2nd Prize/ Consolation Prize
June	12,000	0	N	Zakat/TH Transactions =  0  Maintain more than RM5,000/RM10,000 Average Balance for the Quarter =  50 entries		
July	15,000	3	N	Average Balance for Q3 2025:  (RM15,000 + RM18,000 +  RM20,000)/  3 months = RM17,667  Entries for Incremental Average Balance for the  Quarter:  (RM17,667 -  RM8,667)/RM100 =  90 entries  3 Recurring Billing Scheduled  =  10 entries	Q3 2025: 200	Eligible for 1st Prize/2nd Prize/ Consolation Prize
August	18,000	3	N	Zakat/TH Transactions = 0		
September	20,000	3	N	Maintain more than RM5,000/RM10,000 Average Balance for the Quarter =  100 entries		



October	22,000	4	N	Average Balance for Q4 2025:  (RM22,000 + RM24,000 +  RM26,000)/  3 months = RM24,000  Entries for Incremental Average Balance for the  Quarter:  (RM24,000 -  RM17,667)/RM100 =  63 entries	Q4 2025:	Eligible for 1st Prize/ 2nd Prize/
November	24,000	4	N	4 Recurring Billing Scheduled = 10 entries	173	Consolation Prize
December	26,000	4	N	Zakat/TH Transactions =  0  Maintain more than  RM5,000/RM10,000 Average  Balance for the Quarter =  100 entries		

Month	Average Balance for the month (RM)	Entries for Incremental Average Balance for the Year	Entry requirement for Grand Prize, 1st Prize, 2nd Prize and 3rd Prize - Maintain a minimum of RM20,000 average balance for the Year
April	5,000		
May	9,000		
June	12,000	Average Balance for the Year: (RM5,000 + RM9,000 + RM12,000 + RM15,000 + RM18,000	
July	15,000	+ RM20,000 + RM22,000 + RM24,000 + RM26,000) /	Not eligible
August	18,000	9 months = RM16,777	(However, customer is
September	20,000	Entries for Incremental Average Balance for the Year:	eligible for Bonus Prize)
October	22,000	RM16,777/ RM5,000 = <b>3 entries</b>	
November	24,000		
December	26,000		

- 10. All entries earned during the Quarter will only be taken into account during that relevant Quarter and cannot be brought forward to the next Quarter.
- 11. For the purposes of this campaign:
  - (a) "Average Balances for the Quarter" means the total eligible month-end average balance of the Eligible Customer's DURIAN-i Account in the quarter divided by total number of eligible months in the quarter.



# For example:

On 1<sup>st</sup> January 2025, Eligible Customer F opened DURIAN-i account and placed RM500. Eligible Customer F maintains the same amount daily until 31<sup>st</sup> January 2025.

January 2025	
Total daily day-end balances for January 2025:	RM500 X 31 days
	= RM15,500
Total number of days in January 2025:	31 days
Average Balances for January 2025:	RM15,500 / 31
	= RM500

On 1<sup>st</sup> February 2025, Eligible Customer F placed RM1,000 and maintains the same amount daily until 28<sup>th</sup> February 2025.

February 2025	
Total daily day-end balances for February 2025:	RM1,000 X 28 days
	= RM28,000
Total number of days in February 2025:	28 days
Average Balances for February 2025:	RM28,000 / 28
	= RM1,000

On 1<sup>st</sup> March 2025, Eligible Customer F placed RM1,500 and maintains the same amount daily until 31<sup>st</sup> March 2025.

March 2025	
Total daily day-end balances for March 2025:	RM1,500 X 31 days
	= RM46,500
Total number of days in March 2025:	31 days
Average Balances for March 2025:	RM46,500 / 31
	= RM1,500

Average Balance for the Quarter:

Q1 2025	
Total month end average balances in Q1 2025 (January, February	RM500 + RM1,000 +
and March 2025)	RM1,500 = RM3,000
Total number of months in Q1 2025:	3 months
Average Balances for Q1 2025:	RM3,000 / 3 months
	= RM1,000

(b) "Average Balances for the Year" means the total average balance for all eligible months of the year of the Eligible Customer's DURIAN-i Account divided by total number of eligible months of the year.

For example:



On 1<sup>st</sup> April 2025, Eligible Customer E maintains RM18,000 average balances every month until 31<sup>st</sup> December 2025.

April 2025 to December 2025	
Total average balance for all eligible months:	RM18,000 x 9
	= RM162,000
Total number of eligible months of the year:	9 months
Average Balances for the year:	RM162,000 / 9
	= RM18,000

(c) Additional Entry" for "At least two (2) recurring billing scheduled for the Quarter" shall mean the following. Recurring Billing is a payment facility that automatically charges the Eligible Customer's bill payment(s) such as but not limited to utility(ies) and/or insurance/takaful to the Eligible Customer's DURIAN-i Account and/ or Debit Card tagged to DURIAN-I Account, as and when the payment(s) is due.

Any determination by CIMB as to what constitutes Recurring Billing shall be conclusive and shall not be challenged in any manner whatsoever unless the same appears as grossly unfair or unjust.

(d) "Additional entry" for "Transact at least RM100 payment to zakat bodies listed and/or to Tabung Haji account for the Quarter" shall be accorded to the Eligible Customer for minimum amount of RM100 debited from DURIAN-i Account to Zakat bodies and/or to Tabung Haji account specify in Table 3.

Table 3: Additional Entry for Payment to Zakat Bodies and Tabung Haji:

Fund Transfer Made to Payee ID Listed Below:	Fund Transfer to Charitable and Zakat Bodies via Debit Card:
i. WWF Malaysia	All transactions made to Merchant Category
ii. MALAYSIAN NATURE SOCIETY	Codes (MCC) related to Zakat Bodies and
iii. THE BUDIMAS CHARITABLE FOUNDATION	Tabung Haji.
iv. PERSATUAN MOBILITI PROJECT	
v. Perbadanan Wakaf Selangor	
vi. Yayasan Waqaf Malaysia	
vii. National Cancer Society Malaysia	
viii. National Council for the Blind	
ix. Islamic Relief	
x. Pusat Zakat Melaka	
xi. Pusat Urus Zakat Pulau Pinang	
xii. Lembaga Zakat Negeri Kedah Darul Aman	
xiii. Pusat Zakat Negeri Sembilan	
xiv. Zakat Negeri Perak	
xv. Zakat Negeri Perlis	
xvi. Pusat Zakat Sabah (MUIS)	
xvii. Lembaga Zakat Selangor (LZS)	
xviii. Pusat Zakat Wilayah	
xix. Pusat Kutipan Zakat Pahang	
xx. Tabung Haji Account	
xxi. Other Payee ID related to Zakat bodies	
and Tabung Haji accounts	

12. Eligible Customer must earn entry(ies) from "Every incremental of RM100 average balances for the Quarter" first to be eligible for the below "Additional entry" for Quarterly Prize category.

Category	Eligible Transaction	Number of Entries



Quarterly Prize	Additional: At least two (2) recurring billing scheduled for the Quarter	10
	Additional: Transact at least RM100 payment to zakat bodies and/or to Tabung Haji account for the Quarter	10

13. CIMB's determination as to what constitutes an Eligible Transaction shall be final, binding and conclusive.

#### **Winner Selection Process**

14. The award of the Prizes ("Prizes") offered under this Campaign shall be as follows: -

**Table 4: Fulfilment of Prizes** 

Prizes	Winner Selection Schedule	Fulfilment Period	
Quarterly Prize	Within twelve (12) weeks from the last day of each Campaign Quarter	Within six (6) to eight (8) weeks from the announcement of Winners.	
Year End Prize	Within twelve (12) weeks from 31 December 2025		

- 15. CIMB's automated selection system will shortlist potential winners from the pool of Eligible Customers ("Potential Winners") and the Prizes will be fulfilled within the time period specified in the Winner Selection Schedule column set out in Table 4 at Clause 14 above. The higher the number of Entries earned by the Eligible Customer, the higher the Eligible Customers' chances of being shortlisted as a Potential Winner.
- 16. Selection of Winners process are detailed out as per the following:

## **Quarterly Prize Winners**

- a) For each Campaign Quarter, Potential Winners will be shortlisted based on the eligibility (as define under Clauses 4, 5, 6 and 7 above) and the total entries earned by the Eligible Customers throughout each Campaign Quarter within twelve (12) weeks from the last day of the Campaign Quarter to be in the running to win Quarterly Prize ("Potential Quarterly Winners").
- b) Upon being shortlisted, each of the Potential Quarterly Prize Winners will be contacted by CIMB via SMS at their registered mobile number with the bank. The contacted Potential Quarterly Prize Winners will be required to answer one (1) question correctly by replying to the said SMS within a period prescribed in the said SMS.
- c) Depending on the Quarterly Prize number of winners and eligibility criteria being met, Potential Quarterly Prize Winners who respond with the correct answer within the fastest time as recorded by CIMB's system (up to the number of winners of the Quarterly Prize), will be declared as the "Quarterly Winners".

## **Year End Prize Winners**

a) Potential Winners will be shortlisted based on the eligibility (as define under Clauses 4, 5, 6 and 7 above) and the total entries earned by the Eligible Customers throughout the Campaign Period



within twelve (12) weeks from 31 December 2025, to be in the running to win the Year End Prize ("Potential Year End Prize Winners").

- b) Upon being shortlisted, each of the Potential Year End Prize Winners will be contacted by CIMB via SMS at their registered mobile number. The contacted Potential Year End Prize Winners will be required to answer one (1) question correctly by replying to the said SMS within a period prescribed in the said SMS.
- c) Depending on the Year End Prize number of winners and eligibility criteria being met, Potential Year End Prize Winners who respond with the correct answer within the fastest time as recorded by CIMB's system (up to the number of winners of the Year End Prize), will be declared as the "Year End Prize Winners".
- 17. The Quarterly Prize Winners and Year End Prize Winners (hereinafter collectively be referred to as the "Winners") will be notified by CIMB via SMS or publication on CIMB's website.
- 18. Notwithstanding the above, CIMB is entitled to at its discretion end the selection process stated herein even if there is insufficient number of Winners after the selection process.

## **Campaign Prize**

- 19. Prizes offered to the Winners will be published on CIMB website (<a href="www.cimb.com.my">www.cimb.com.my</a>). CIMB has the right to replace the prize for any item at its discretion of equivalent value depending on the stock availability at the point of time.
- 20. Each Eligible Customer shall only be entitled to win maximum one (1) Year End Prize and one (1) Quarterly Prize every six (6) months throughout the Campaign Period.
- 21. The cash prizes will be credited into the Winners' DURIAN-i Account.
- 22. All claim for non-cash prizes must be made within twelve (12) months from the date of Winners' announcement.
- 23. The following terms and conditions shall apply for the Prizes:
  - (a) Images of the Prizes shown in any marketing and/or advertisement collateral are for visual or illustration purposes only and the colour/ design may vary from the actual Prizes received. CIMB may substitute the Prizes with other item(s) of similar value and when CIMB does so, CIMB will let the Winners know.
  - (b) The Winners are not allowed to choose or change the colour or model of the Prizes.
  - (c) To the extent permitted by law, CIMB disclaims any representations, warranties or endorsement, implied or express, written or oral, of the Prizes.
  - (d) The Prizes is provided by the relevant vendor(s) under such terms and conditions as determined by the vendor(s) and therefore CIMB shall not be liable 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 of any party including third party) in connection with the Prizes.
  - (e) All risks, loss or damage associated with the redemption or use of the Prizes shall be assumed by the Winners.



- (f) The use and access of the Prizes are subject to the terms and conditions of the vendor, manufacturer or supplier. The Winners shall refer to the vendor, manufacturer or supplier of the Prizes for any complaint relating to the Prize.
- (g) The Winners acknowledge and accept that the Prizes has not been certified by CIMB and therefore the inclusion of the Prizes shall not be construed as an endorsement or recommendation of the same by CIMB.
- (h) CIMB's liability with regards to the Prizes is only to pay for the price of the same to the vendor/provider.
- (i) The Winners shall be solely responsible for the following as a result of receipt of the Prizes:
  - (i) any tax filing obligation or any tax payment due to any authority; and
  - (ii) to seek independent advice on the possible implications on his/her own financial situation.
- (j) Winners shall ensure that their telephone number and/or email address and/or mailing address provided are current and updated with CIMB.
- (k) The notification and/or delivery of the Prizes by CIMB/vendor/provider will be based on the Winners' telephone number and mailing address in Malaysia maintained with CIMB.
- (I) The delivery of the Prizes is only valid for mailing addresses that are based within Malaysia, and will not be valid for mailing address outside Malaysia and P.O. Box address.
- (m) Winners with mailing address outside Malaysia will need to provide a mailing address that is based in Malaysia, or collect the Prizes from a CIMB Bank branch.
- (n) Winners who are entitled to the Prizes but do not have a mailing address in Malaysia, must contact CIMB Customer Service officer at telephone number 03-6204 7788 to notify CIMB for any of the following options:
  - (i) collection of the Prizes from a CIMB Bank branch; or
  - (ii) delivery of the Prizes to a given mailing address in Malaysia; or
  - (iii) delivery of the Prizes to a given address office address in Malaysia.
- (o) CIMB shall not be responsible to the Winners for any loss (including loss of opportunity and consequential loss flowing there from) suffered or for any failure to fulfil the delivery of the Prizes in the event the Winners' telephone number and/or mailing address in CIMB's record is not current or correct.
- (p) To collect the Prizes, CIMB may require the Winners to provide certain documents for verification purpose. If the Winner are sending a representative, the Winner must provide a written authorisation.
- (q) By participating in the Campaign, the Winner authorises CIMB to publish and/or display materials and/or information, including but not limited to the name, last four digits of their telephone number, photos and city of residence of the Winner without compensation in the announcement of the Winner of this Campaign or for advertising and publicity purposes in the manner it deems appropriate ("Publication Rights").
- (r) If the Winner objects to CIMB's Publication Rights after participating in the Campaign, CIMB shall have the right to forfeit the Prizes and select another Winner.



- (s) CIMB shall have the right to forfeit the Prizes and/or select another Winner if the Winner fails to attend the prize-giving ceremony and/or participate other related events required by CIMB.
- (t) The Winner is solely responsible to ensure his/her phone number and/or email address and/or mailing address ("Contact Details") given to CIMB is/are current and updated.
- (u) CIMB shall have the right to forfeit the Prizes if the Winners' Contact Details maintained in the CIMB's record are invalid and/or not updated.
- (v) Winners of this Campaign hereby agree that CIMB may disclose their Contact Details to the vendor for fulfilment and/or registration of the Prizes.
- (w) Winners are encouraged to post an appropriate post/photo/comment on social media about the Prize(s) won for publicity purposes.
- 24. Any request from the Winners who are entitled to the Prizes to credit the Prizes to their other CIMB accounts or any other accounts maintained with other financial institutions or any third party's accounts, exchange the Prizes for cash or a different prize or reward of similar value or any other alternatives whatsoever is not allowed.

## **General Terms and Conditions**

- 25. The Eligible Customer 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 Customer may share with CIMB in accordance with the CIMB Group Privacy Notice at <a href="https://www.cimb.com.my">www.cimb.com.my</a>;
  - e) <u>agree</u> 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 Customer 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's reasonable control.
- 26. The Eligible Customer will be disqualified from participating in the Campaign and/or the Prize will be forfeited if, during the Campaign Period and/or before the crediting/delivery of the Prize:
  - a) The Eligible Customer's DURIAN-i Account are in breach of the terms and conditions governing the DURIAN-i Account;



- b) The Eligible Customer's DURIAN-i Account is terminated or closed or be made subject to any attachment, adverse orders made by the Court or any authorities sanctioned by laws; or
- The Eligible Customer's DURIAN-i Account is delinquent, invalid or cancelled by the Eligible Customers or CIMB.
- 27. CIMB shall have the right to disqualify any Eligible Customer that it determines to be:
  - a) tampering with the entry/participation/application process; and/or
  - b) acting in breach of these Terms and Conditions.
- 28. 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 Customer via:
  - (i) announcement at CIMB's website; and/or
  - (ii) notice at CIMB's branches; and/or
  - (iii) notice at CIMB's Currency Exchange counters; and/or
  - (iv) by any other means of notification which CIMB may select.

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

- 29. CIMB shall not be liable to any Eligible Customer 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 Customer's participation or non-participation in the Campaign; and/or
  - b) Any non-receipt or delayed receipt by the Eligible Customer of the Short Message Service ("SMS")

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

- 30. 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 Customer via:
  - (i) announcement at CIMB's website; and/or
  - (ii) notice at CIMB's branches; and/or
  - (iii) notice at CIMB's Currency Exchange counters; and/or
  - (iv) advertisement in one newspaper of CIMB's choice; and/or
  - (v) by any other means of notification which CIMB may select.
  - b) The Amendment shall be considered as binding on the Eligible Customer from the date as specified by CIMB 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 Customer about these changes as soon as possible.
- 31. Eligible Customer 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.



- 32. CIMB will not be liable to the Eligible Customer for any losses, costs or damages suffered or incurred by the Eligible Customer as a direct or an indirect result of the Amendment.
- 33. The Eligible Customer 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 Customer:
  - a) participation in the Campaign; and/or
  - b) receipt, redemption or use of the Prize; and/or
  - c) breach or failure to comply with these Terms and Conditions
- 34. These Terms and Conditions:
  - 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's product(s) and/or service(s) relating to the Campaign which shall apply in addition to these Terms and Conditions.
- 35. 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.
- 36. 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.
- 37. The Eligible Customer agree that they will be responsible for any taxes, government fees or any other charges in relation to this Campaign.
- 38. a) Eligible Customer may contact CIMB's Customer Resolution Unit ("CRU") for any feedback and/or complaint in relation to this Campaign via letter, phone call and email:

Address: Customer Resolution Unit, PO Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan

Telephone No.: +603 6204 7788 Email address: contactus@cimb.com

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