

TERMS AND CONDITIONS ("T&Cs")
CIMB SME BUSINESSCARD ACQUISITION CAMPAIGN 2023

1. The "CIMB SME BusinessCard Acquisition Campaign" ("**Campaign**") is organized by CIMB Bank Berhad [Registration No: 197201001799 (13491-P)] ("Bank, "we", or "us").

Campaign Period

2. This Campaign shall run from 6 **October 2023 till 31 March 2024**, both dates inclusive ("**Campaign Period**") unless we notify you of any changes.

Eligibility

3. This Campaign is only open to new customers of the Bank who:
- i) hold CIMB SME BusinessCard ("**Eligible Card**"); and
 - ii) have activated CIMB SME BusinessCard before 31 May 2024;
- ("Eligible Participant(s)").
4. The following persons/entities shall **NOT** be eligible to participate in this Campaign:
- i) individual customers; and/or
 - ii) customers whose CIMB SME BusinessCard and/or participating CA/CA-i are not in good standing (as determined by the Bank) or inactive, or whose CIMB SME BusinessCard is tagged to a closed or inactive participating CA/CA-i during the Campaign Period.

Participation Terms

5. Subject to the T&Cs herein, the Eligible Participant(s) must perform at least one (1) Retail Transaction (as defined below) on or before 30 June 2024 ("**Successful Participant(s)**").
6. For the purpose of the T&Cs herein, Retail Transaction shall mean any spending which is made with an Eligible Card by an Eligible Participant on or before 30 June 2024.
7. For the avoidance of doubt, the following shall NOT be included as Retail Transaction for the purpose of this Campaign:
- i) Bill payments made via JomPAY; and/or
 - ii) Instalments paid under CIMB Flexi Payment Plan or CIMB Easy Pay at 0%; and/or
 - iii) Transactions which are subsequently cancelled or refunded; and/or
 - iv) Disputed, unauthorized or fraudulent transactions.

Campaign Rewards

8. The Successful Participant(s) is eligible to be rewarded with a maximum of one (1) Complimentary Plaza Premium Lounge Gift Card worth RM388 ("**Gift Card**") in the form of an electronic gift card during the Campaign Period, subject to a cap of eight hundred (800) units of Gift Card throughout the Campaign Period and is on a first-come, first-served basis.
9. Each Gift Card is eligible for two (2) times access to any Plaza Premium Lounge in Malaysia. The Gift Card will have an expiry date of 31 December 2025.
10. The Gift Card will be awarded to the Successful Participant(s) via short message service ("**SMS**") within 12 weeks from 30 June 2024. The SMS shall contain a combination of Plaza Premium Lounge Pass Number and Activation Code. The Successful Participant(s) are then required to follow the below steps to redeem the Gift Card:
- i) Download the Smart Traveller app on Apple App Store or Android Play Store;
 - ii) Create an account on the Smart Traveller app;

- iii) Upon successful account creation, click on the “Menu” icon at the bottom right corner of the Smart Traveller app’s home screen; and
 - iv) Click on the “Activate PPL/ST Pass” icon and proceed to key-in the Plaza Premium Lounge Pass Number and Activation Code to activate the Plaza Premium Lounge Gift Card.
11. The Gift Card is not transferrable whether in part or in full. The Bank shall not entertain any request from any of the Successful Participant(s) or any other persons whomsoever to give away or transfer the Gift Card to any third party.
12. The Successful Participant(s)’ CIMB card account must be valid and must be in good standing (as so determined by the Bank, at its discretion), including after the Campaign Period, and/or for the entitlement of the Gift Card. If, at any time during the Campaign Period, the Eligible Participants cancel the CIMB Card for any reason whatsoever, his/her participation in the Campaign shall become null and void with immediate effect.
13. In the event that any Gift Card awarded to and received by person(s) who:
- a) is not an Successful Participant; or
 - b) is an Successful Participant but has committed fraudulent or wrongful acts in relation to their credit/debit card and/or any transactions made thereunder,
- the Bank reserves the right to disqualify such person(s) from participating in the Campaign at any time and the Gift Card shall stand forfeited.
14. The Successful Participant(s)’ credit card account MUST be valid and activated, MUST be in good standing and MUST NOT be in breach of any of the terms and conditions in CIMB Cardholder Terms and Conditions and/or CIMB Clicks Internet Banking Agreement and MUST NOT be invalid, cancelled or terminated within the Bank’s definition at the point of delivering the Gift Card, otherwise the Successful Participant(s) will be disqualified from receiving the Gift Card and shall not be entitled to any compensation.
15. It shall be the sole responsibility of the Successful Participant(s) to ensure that their mobile numbers and/or email addresses and/or mailing addresses (“**Contact Details**”) provided to the Bank are up to date. The Bank reserves the right to forfeit the Gift Card in the event the Contact Details maintained in the Bank’s record is/are invalid and/or not updated.

General Terms & Conditions

16. By participating in this Campaign, you agree that the following will apply:
- (a) the T&Cs herein; and
 - (b) the terms and conditions of our products/services relating to this Campaign.
- If the Bank discovers that you are in breach of any of these terms and conditions, the Bank has the right to disqualify you from this Campaign and the Bank will notify you of your disqualification.
17. You agree that all the decisions made by the Bank relating to this Campaign are final.
18. We may change any of the terms and conditions of the Campaign and the T&Cs herein. The change will take effect 21 days after we have notified you in any one of the following ways:
- (a) by post to your last known address;
 - (b) by e-mail or other forms of instantaneous communication, including short message service (SMS) to your last known contact number or email address; or
 - (c) by publishing at any of our branches or on our website at www.cimb.com.my.

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, we will tell you about these changes as soon as possible.

19. Unless due to the default caused by the Bank, you agree that we will not be responsible for any losses, damages or costs (“**Loss**”) which you or anyone else incurs in relation to this Campaign. Any of our liability shall not include any loss of profits, consequential loss, economic loss, or speculative loss.
20. If we do not exercise a right we have pursuant to the T&Cs herein, this does not stop us from exercising that right or any other rights we have in the future.
21. You understand that we will process (which include collecting, recording, holding, storing or sharing) your personal data and personal data of any individual which you may share with us (“**Data**”) for the purpose of this Campaign. You agree, and confirm that you have the agreement of such individual, for us to process the Data in accordance with CIMB Group Privacy Notice (which can be found on www.cimb.com.my). It is important that the Data in our record is updated. If any of Data you have given to us have changed or if the individual subsequently disagrees the processing of his/her Data, please tell us as soon as possible.

You agree that you will be responsible for any government taxes, fees or any other charges in relation to this Campaign.

The T&Cs herein are subject to Malaysian law. In addition, the T&Cs herein are also subject to Regulations of Bank Negara Malaysia and other regulatory authority.

22. The T&Cs herein are also available in Bahasa Malaysia. If you understand Bahasa Malaysia better, you may request from us the Bahasa Malaysia version of this T&Cs herein (if not already provided) and let us know if you want the Bahasa Malaysia version of the T&Cs herein to apply to you.
23. Our website may contain links to other websites (“**Third Party Links**”). We have no control over, and do not monitor or review the contents of the Third Party Links. If you do click on the Third Party Links, you understand that you are accessing the Third Party Links at your own risk and we are not responsible for any Loss you may incur.

Questions and Complaints

24. If you have any question relating to this Campaign, please contact us at 1300-888-828 or write to us at mybusinesscare@cimb.com.
25. If the product/service relating to this Campaign which you have subscribed is offered by CIMB Bank, any question you have will be handled by CIMB Bank. Similarly, if the product/service is offered by CIMB Islamic, your concern will be addressed by CIMB Islamic.
26. If you have any complaint, you may let us know by contacting us at: Customer Resolution Department (CRU), PO Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan (Tel: 03-6204 7788; Email: CRU@cimb.com) and we will endeavor to address your problem within fourteen (14) calendar days’ of receipt of the complaint or within such longer period as may be notified by the Bank in writing. If you are still not satisfied with the outcome above, you can contact the Financial Ombudsman Scheme at 03-2272 2811 or enquiry@ofs.org.my, where applicable, for an independent review of what we have decided.