

**CIMB– Hot Rates Offer SMS
Terms and Conditions**

1. The CIMB Bank – Hot Rates **Offer SMS** (“**the Campaign**”) is jointly organised by CIMB Bank Berhad (13491-P) (“**CIMB Bank**”) and CIMB Bank Islamic Berhad (671380-H) (“**CIMB Islamic**”). CIMB Bank and/or CIMB Islamic shall herein collectively be referred to as (“**CIMB**”)

The Offer Period

1. The Offer shall run from 15 Jan 2019 until 30 Jun 2019, both dates inclusive (“**the Offer Period**”).
2. CIMB reserves the right upon giving notice of not less than fourteen (14) calendar days to change the duration and/or the commencement and/or expiry dates of the Offer Period.

Eligibility and Qualifying Criteria

3. This Offer is open to:-
 - i) Selected non-individual CIMB customers currently in active business operations with annual sales turnover not exceeding RM10 million or who fall under CIMB’s definition of Enterprise Banking, which refers to any of the following:-
 - a. Sole proprietorships;
 - b. Partnerships;
 - c. Sdn Bhd
 - ii) Valid Current Account/Savings Account (“CASA”) or Business Current Account (“BizCA”); and
 - iii) Whose valid mobile number(s) is maintained in CIMB’s records.
(hereinafter collectively referred to as the “**Eligible Customers**”)
4. The following categories of persons/entities are not eligible to participate in this Offer:-
 - i) Individuals customers; and/or
 - ii) Other non-individual entities not defined above, including charitable/non-profit organizations/societies, corporate customers, private limited companies, public listed companies, clubs, associations and co-operatives

Offer Mechanics and Conditions

5. The Hot Rates Offer is an offer for Eligible Customers to transact any amount above RM250 with preferential rates.
6. SMS containing a Promo Code will be sent to Eligible Customers periodically.
7. Eligible Customers who are interested may visit a CIMB branch and quote the Promo Code in order to enjoy the Hot Rates Offer.
8. Eligible Customers may perform outward Telegraphic Transfer (with the Hot Rates Offer) in a CIMB Bank branch.
9. The Offer is applicable for all types of currencies offered by CIMB.

General Terms and Conditions

10. By participating in this Offer, the Eligible Customers are deemed to have read, understood and agreed to be bound by these Terms & Conditions as well as consented to CIMB processing and

disclosing their personal data in accordance with the CIMB Group Privacy Notice which can be found at www.cimbbank.com.my or www.cimbislamic.com.my and agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Offer shall be final, binding and conclusive.

11. The Eligible Customer(s)' performing of outward Telegraphic Transfer (i) MUST not be in breach of the terms and conditions governing outward Telegraphic Transfer AND (ii) MUST be successful; and not be terminated or closed or be made subject to any attachment, adverse orders made by the Court or any authorities sanctioned by laws, delinquent, and/ or be invalid or cancelled as determined by CIMB during the Offer Period, otherwise the Eligible Customer(s) will be disqualified from this Offer and/or the Hot Rates Offer SMS will not apply.
12. CIMB reserves the right at its sole discretion to disqualify any Eligible Customers that it determines to be tampering with the entry process, or to be acting in breach or potential breach of these Terms and Conditions.
13. CIMB reserves the right to substitute the Hot Rates Offer SMS with other item(s) of similar cost and/or to extend, shorten, discontinue, cancel, terminate or suspend this Offer by giving fourteen (14) calendar days' prior notice to the Eligible Customers. For the avoidance of doubt, any extension, shortening, discontinuance, cancellation, termination or suspension of this Offer by CIMB shall not entitle any of the Eligible Customers or any other persons whosoever to any claim or compensation against CIMB for any losses or damages suffered or incurred by the Eligible Customers as a direct or indirect result of the act of extension, shortening, discontinuance, cancellation, termination or suspension of this Offer.
14. By participating in this Offer, the Eligible Customers hereby agree that CIMB shall not in any manner whatsoever be liable or held responsible to the Eligible Customers if CIMB is unable to perform in whole or in part of any of its obligations herein, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, war, strike, riot, any act of God beyond CIMB's control or due to any factor in a nature of a force majeure which is beyond CIMB's reasonable control.
15. CIMB shall not be liable to any Eligible Customers or any party for any loss or damage of whatsoever nature suffered (including but not limited to, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party) howsoever arising, in relation to the participation or non-participation in this Offer including arising from any non-receipt or delayed receipt by the Eligible Customers of the Short Message Service ("**SMS**") unless the same shall arise from and are caused directly by CIMB's gross negligence or wilful default.
16. CIMB reserves the right upon giving prior notice of twenty one (21) calendar days to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("**Amendment**") any of the Terms and Conditions herein. Notification to Eligible Customers in respect of the Amendment shall be effected at CIMB's absolute discretion through any one of the following means of communication, namely, via electronic communication display at CIMB's website and CIMB's branches or CIMB's Currency Exchange counters where detail provisions regarding the Amendment may be provided in the notice itself or may be provided to the Eligible Customers upon request; or by effecting an advertisement regarding the Amendment in one newspaper of CIMB's choice or by any other means of notification which CIMB may select and the Amendment shall be deemed as binding on the Eligible Customers as from the date of notification of the Amendment or from such other date as may be specified by CIMB in the notification. Eligible

Participants/Customers acknowledge and agree to access CIMB's website at regular intervals to view the terms and conditions of the Offer and to ensure that they are kept up-to-date with any changes or variations to these terms and conditions.

17. No compensation in cash or any kind shall be given to the Eligible Customers for any losses or damages suffered or incurred by the Eligible Customers as a direct or an indirect result of such amendment, variation, deletion, addition or alteration of the Terms and Conditions herein.
18. These Terms and Conditions (as amended from time to time pursuant to Clause 16) shall prevail over any provisions or representations contained in any other promotional materials advertising this Offer. These Terms and Conditions are to be read in conjunction with the prevailing terms and conditions of the Telegraphic Transfer and terms and conditions governing Telegraphic Transfer which shall apply in addition to the Terms and Conditions herein.
19. These Terms and Conditions shall be subject to the application of any prevailing laws, guidelines, directives, notices, regulations enacted and/or any other written laws or which are issued by Bank Negara Malaysia or any other body having supervisory authority over the Bank in relation to or which are applicable to the Offer or any matters herein.
20. If there is any inconsistency (ies), conflict(s), ambiguity (ies) or discrepancy (ies) between the Bahasa Malaysia and English version of these Terms and Conditions herein, the English version of these Terms and Conditions shall prevail. Notwithstanding the aforementioned, where request had been made by the Eligible Customers and noted and acknowledged by CIMB in its records that the Bahasa Malaysia version of the Telegraphic Transfer T&C has been selected by the Eligible Customers to govern the operation of the Eligible Customers' use of Telegraphic Transfer, then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
21. For feedbacks and/or complaints related to this Offer, the Eligible Customers may contact CIMB's Customer Resolution Unit bearing the following address, telephone and facsimile numbers (or bearing such other address, telephone and facsimile numbers which CIMB may change by notification to the Eligible Customers): CIMB Bank Berhad / CIMB Islamic Bank Berhad, Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan Tel: 603 6204 7788/Fax: 603 2691 3248 /cru@cimb.com.
22. CIMB accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected application of the Eligible Product(s) or related correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise unless the same arise from and are caused directly by CIMB's gross negligence or willful default.
23. Any query, feedback, concern, issue or complaint by the Eligible Customers pertaining to the Eligible Product(s) under CIMB Islamic Bank shall be directed to CIMB Islamic Bank and CIMB Bank shall not be responsible for any matter relating to the Eligible Product(s) under CIMB Islamic Bank