

TERMS AND CONDITIONS
CIMB DURIAN-i RIUH DURIAN RUNTUH CAMPAIGN 2023

1. The “**CIMB DURIAN-i RiuH Durian RuntuH Campaign 2023**” (“**Campaign**”) is organized by CIMB Islamic Bank Berhad [Registration No.: 200401032872 (671380-H)] (“**CIMB**”).

Campaign Period

2. The Campaign shall run from **1 August 2023** to **31 December 2023**, 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: -
 - a) 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; and/or
 - c) Employees of CIMB Islamic Bank Berhad and CIMB Bank Berhad that are directly involved in the Winners selection process for the Campaign.
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.

Campaign Mechanics

8. 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
Monthly Prize	Every incremental of RM100 average balances for the Campaign Month	1
	Additional: 2 x CIMB Debit Card transaction for the Campaign Month	Maximum 1 entry
	Additional: 2 x CIMB Clicks transaction for the Campaign Month	Maximum 1 entry
Year End Prize	Every RM400 average balances for the year	1
	Additional: 6 x CIMB Debit Card transaction for the year	Maximum 1 entry
	Additional: 6 x CIMB Clicks transaction for the year	Maximum 1 entry
	Additional: Transact at least one (1) (min of RM50) payment to charitable and zakat bodies as per Clause 10 (e) for the year	Maximum 2 entries

Illustrations for entries calculation for Eligible Customer A for Monthly Entries and Year End Prize Entries:

Table 2: Illustrations for Entries Calculation

Month	Average Balance for the month	No. of Debit Card Transaction	No. of Clicks Transaction	No. of Charity Transaction (min RM50)	Monthly Entries Illustrated	Total Monthly Entries	Year End Entries Illustrated	Total Year End Entries
August	500	2	3	0	MAB of August RM500/RM100 = 5 entries 2 Debit Transactions = 1 entry 3 Clicks Transactions = 1 entry	7	(MAB August RM500 + MAB September RM850 + MAB October RM1,200 + MAB November RM700 + MAB December RM1,600 / 5 months) / RM 400 = RM970/RM400 = 2 entries 12 Debit Transactions = 1 entry 14 Clicks Transactions = 1 entry 3 Charity Transactions of min RM50 = 2 entries	6
September	850	4	4	1	(MAB of September RM850 - MAB of August RM500) /RM100 = RM350/RM100= 3 entries 4 Debit Transactions = 1 entry 4 Clicks Transactions = 1 entry	5		
October	1200	1	3	2	(MAB of October RM1,200 - MAB of September RM850) /RM100 = RM350/RM100 = 3 entries 1 Debit Transactions = 0 entry 3 Clicks Transactions = 1 entry	4		
November	700	2	2	0	(MAB of November RM700 - MAB of October RM1,200) /RM100 = 0 entry 2 Debit Transactions = 0 entry 2 Clicks Transactions = 0 entry	0		
December	1600	3	2	0	(MAB of December RM1,600 - MAB of November RM700) /RM100 = RM900/RM100 = 9 entries 3 Debit Transactions = 1 entry 2 Clicks Transactions = 1 entry	11		

9. All entries earned during the Campaign Month will only be taken into account during that relevant Campaign Month and cannot be brought forward to the next Campaign Month.
10. For the purposes of this campaign:

- (a) **“Average Balances for the Month”** means the total of daily day-end balance of the Eligible Customer’s DURIAN-i Account for the month divided by total number of days in the month.

For example:

On 1st August 2023, Eligible Customer B opened DURIAN-i account and placed RM500. Eligible Customer B maintains the same amount daily until 31st August 2023.

Monthly Winners	
Total daily day-end balances for August 2023:	RM500 X 31 days = RM15,500
Total number of days in August 2023:	31 days
Average Balances for August 2023:	RM15,500 / 31 days = RM500

In this case, Eligible Customer B will receive 5 entries to stand a chance in winning Monthly Prizes.

- (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 1st August 2023, Eligible Customer C maintains RM1,000 Average Balances every Campaign Month until 31st December 2023.

Year End winners	
Total average balance for all eligible months:	RM1,000 x 5 = RM5,000
Total number of eligible months of the year:	5 months
Average Balances for the year (on 31 st December 2023):	RM5,000 / 5 = RM1,000

In this case, Eligible Customer C will receive 2 entries to stand a chance in winning Year End Prize.

- (c) **“Additional Entry”** for eligible **“Debit Card”** Transactions shall mean any local and overseas purchase transactions debited from DURIAN-i Account using the CIMB Debit Card for goods and services incurred for personal consumption.
- (d) **“Additional Entry”** for eligible **“Clicks”** Transaction shall include any of the following transactions from DURIAN-i performed via CIMB Clicks website and/or CIMB Clicks mobile app:

- i. Interbank Giro Transfers (IBG) / Instant Fund Transfer (IBFT) to third party account or own account;
 - ii. Bill Payment, i.e. any bill payment transaction made by the Eligible Customers including bill payment transaction via JomPAY and DuitNow. Any other electronic payments made via other online payment options including the FPX Online Payment Gateway shall not be treated as Bill Payment under this Campaign;
 - iii. Prepaid mobile reload / Touch 'n Go reload and;
 - iv. Credit Card payment/ Financing payment (e.g. home, vehicle or personal financing payment).
- (e) **“Additional entry”** for “Payment to charitable and zakat bodies” shall be accorded to the Eligible Customer for minimum amount of RM50 debited from DURIAN-i Account to Charitable and Zakat bodies specify in Table 3.

Table 3: Additional Entry for Payment to Charitable and Zakat Bodies

Fund Transfer Made via Clicks to Payee ID Listed Below:	Fund Transfer to Charitable and Zakat Bodies via Debit Card:
<ul style="list-style-type: none"> i. WWF Malaysia ii. MALAYSIAN NATURE SOCIETY iii. THE BUDIMAS CHARITABLE FOUNDATION 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 	<p>All transactions made to Merchant Category Codes (MCC) related to Charitable and Zakat Bodies.</p>

11. CIMB’s determination as to what constitutes an Eligible Transaction shall be final, binding and conclusive. Eligible Customer must earn entry(ies) from **“Average Balances for the Month/Year”** first to be eligible for **“Additional entry”**.

Campaign Prize

12. The following are the prizes (“Prizes”) category made available to the Eligible Customers under this Campaign:

Table 4: Prizes Breakdown

Category	Winners Category	No of Winners	Prizes
Monthly Prize	1 st prize	3	Samsung Galaxy Z Flip4 5G 8GB+512GB
	2 nd prize	6	Samsung Galaxy S23 8GB+256GB
	3 rd prize	12	Samsung Galaxy A34 5G 8+256GB
	Consolation prize	167	RM100 cash credited into DURIAN-i Account
Year End Prize	Grand Prize	3	Latest Apple iPhone as at 31 December 2023 or Apple iPhone 14 Pro 256GB
	2 nd prize	6	Samsung Galaxy Z Fold4 12GB +256GB
	3 rd prize	12	Samsung Galaxy S23 8GB+256GB
	Consolation prize	79	RM1,000 cash credited into DURIAN-i Account

13. Each Eligible Customer shall only be entitled to win maximum one (1) Year End Prize and one (1) Monthly Prize every three (3) months throughout the Campaign Period.
14. The cash prizes will be credited into the Winners’ DURIAN-i Account.
15. All claim for non-cash prizes must be made within twelve (12) months from the date of Winners’ announcement.
16. Prizes offered to the Winners will be published on CIMB website. 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.
17. 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.
18. The Winner shall be responsible to pay any tax, incidental costs and/or charges relating to the Prizes. CIMB shall not be held liable for any tax, incidental costs, charges and/or damage caused by the Prizes and/or non-fulfilment by any of its agents/ suppliers/ distributors.
19. CIMB shall not be held responsible or liable for the non-delivery or non-receipt of the Prize due to any reason whatsoever, including where such failure to deliver is due to the Winner’s inaccurate, invalid or incorrect address, email address(es) or mobile number(s) maintained in CIMB’s records. The Prize will not be replaced or re-sent to the Winner regardless of whether the Prize has been utilised.

20. DURIAN-i Account is not protected by Perbadanan Insurans Deposit Malaysia (PIDM).

Winner Selection Process

21. The award of the Prizes offered under this Campaign shall be as follows: -

Table 5: Fulfilment of Prizes

Prizes	Winner Selection Schedule	Fulfilment Period
Monthly Prize	Within eight (8) weeks from the last day of each Campaign Month	Within six (6) to eight (8) weeks from the announcement of Winners.
Year End Prize	Within eight (8) weeks from 31 December 2023	

22. CIMB's automated selection system will shortlist potential winners from the pool of Eligible Customers ("**Potential Winners**") and subject always to Clauses 23 to 26 below, the Prizes will be fulfilled within the time period specified in the Winner Selection Schedule column set out in Table 5 at Clause 21 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.

23. Selection of Winners process are detailed out as per the following:

Monthly Prize Winners

- For each Campaign Month, 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 Month within eight (8) weeks from the last day of the Campaign Month to be in the running to win Monthly Prize ("**Potential Monthly Winners**").
- Upon being shortlisted, each of the Potential Monthly Prize Winners will be contacted by CIMB via SMS at their registered mobile number. The contacted Potential Monthly Prize Winners will be required to answer one (1) question correctly by replying to the said SMS in the fastest time within a period prescribed in the said SMS.
- The first one hundred and eighty-eight (188) Potential Monthly Prize Winners who respond with the correct answer within the fastest time as recorded by CIMB's system will be declared as the "**Monthly 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 eight (8) weeks from 31 December 2023, 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 in the fastest time within a period prescribed in the said SMS.
 - c) The first one hundred (100) Potential Year End Prize Winners who respond with the correct answer within the fastest time as recorded by CIMB's system will be declared as the **"Year End Prize Winners"**.
24. The Monthly 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.
25. CIMB have the right to forfeit the Prizes and select another Winner if the Winner fails to attend the prize-giving ceremony and/or participate other related events as may be required by CIMB.
- a) By participating in the Campaign, the Winner shall be deemed to have authorized CIMB to publish and/or display materials and/or information, including but not limited to the name, photos and city of residence of the Winner without compensation for advertising and publicity purposes in any manner CIMB deems appropriate (**"Publication Rights"**).
 - b) If the Winner objects to CIMB's Publication Rights after participating in the Campaign, CIMB have the right to forfeit the Prizes and select another Winner.
26. 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.

General Terms and Conditions

27. The Eligible Customer agrees that by participating in the Campaign, he/she:
- a) has accessed, read and confirm his/her agreement to these Terms and Conditions;
 - b) consents to CIMB processing and disclosing his/her personal data in accordance with the CIMB Group Privacy Notice at www.cimb.com.my;
 - c) agrees that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Prize to be given away and determination of the Winner, shall be final, binding and conclusive; and
 - d) agrees that CIMB shall not be liable or held responsible to the Eligible Customer 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:

- the failure of any mechanical or electronic device, data processing system or transmission line;
 - electrical failure;
 - industrial dispute, war, strike or riot;
 - any act of God beyond CIMB's control; or
 - any factor in a nature of a force majeure which is beyond CIMB's reasonable control.
28. Eligible Customer will be disqualified from participating in the Campaign and/or the Prize will be forfeited, if:
- a. the Eligible Customer's DURIAN-i Account is closed or turns dormant during the Campaign Period and/or before the delivery of the Prize;
 - b. the Eligible Customer is in breach of the terms and conditions governing the DURIAN-i Account;
 - c. 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
 - d. the Eligible Customer's DURIAN-i Account is delinquent, invalid or cancelled by the Eligible Customer or CIMB.
29. CIMB 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.
30. CIMB shall have the right to:
- a) substitute the Prize with other item(s) of similar cost; and/or
 - b) extend, shorten, discontinue, cancel, terminate or suspend the Campaign
- by giving seven (7) calendar days' prior notice to the Eligible Customer via:
- announcement at CIMB's website; and/or
 - notice at CIMB's branches; and/or
 - notice at CIMB's Currency Exchange counters; and/or
 - by any other means of notification which CIMB may select.
31. 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 Prize substitution and/or any cancellation, suspension, shortening or extension of the Campaign.
32. CIMB shall not be liable to any Eligible Customer 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:
- 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 SMS,

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

33. CIMB 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:

- a) announcement at CIMB's website; and/or
- b) notice at CIMB's branches; and/or
- c) notice at CIMB's Currency Exchange counters; and/or
- d) advertisement in one newspaper of CIMB's choice; and/or
- e) by any other means of notification which CIMB may select.

The Amendment shall be considered as binding on the Eligible Customer from the date as specified by the Bank in the notification.

Eligible Customer agrees to access CIMB's website at regular intervals to view the terms and conditions of the Campaign and to ensure that he/she is kept up-to date with any variation to these Terms and Conditions.

34. CIMB will not be liable to the Eligible Customer for any loss or damage suffered or incurred by the Eligible Customer as a direct or an indirect result of the Amendment.

35. Eligible Customer 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:

- a) the Eligible Customer's participation in the Campaign; and/or
- b) the Eligible Customer's receipt, redemption or use of the Prize.

36. 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 DURIAN-i Account which shall apply in addition to these Terms and Conditions.

37. These Terms and Conditions shall be subject to any prevailing laws, regulations and guidelines, directives, notices issued by Bank Negara Malaysia or any other body having supervisory authority over CIMB from time to time.

38. Eligible Customer may contact CIMB's Customer Resolution Unit for any feedback and/or complaint in relation to this Campaign via letter, phone call, fax 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

39. 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 may select.