# TERMS AND CONDITIONS Apply, Activate & Spend with CIMB Credit Card/-i Campaign

 The Apply, Activate & Spend with CIMB Credit Card/-i Campaign ("this Campaign") is jointly organized by CIMB Bank Berhad [Registration No: 197201001799 (13491-P)] ("CIMB Bank") and CIMB Islamic Bank Berhad [Registration No: 200401032872 (671380-H)] ("CIMB Islamic"). CIMB Bank and/or CIMB Islamic shall herein collectively be referred to as ("CIMB").

### **Campaign Period**

- 2. This Campaign shall run from 1 June 2025 until 31 October 2025, both dates inclusive ("Campaign Period").
- 3. CIMB reserves the right upon giving prior notice of fourteen (14) days to change the duration and/or the commencement and/or expiry dates of the Campaign Period.

# Eligibility

4. This Campaign is open to New-to-Card ("NTC") Applicants (customers who do not own a credit card issued by CIMB) who applies for new CIMB principal credit card(s) issued by CIMB, (except Platinum Business Card and Fuel Tanker Card) during the Campaign Period ("Eligible Participants");

The following categories of persons/entities shall NOT be eligible to participate in this Campaign:-

- (i) Individuals below the age of 21 years at the time of application; and/or
- (ii) An existing CIMB principal credit cardholder of any CIMB credit cards; and/or
- (iii) NTC Applicants who have joined other CIMB credit card acquisition campaign during the Campaign Period with reference of Clause 6 herein; and/or
- (iv) A customer who cancelled his/her CIMB principal credit card in the last six (6) months from the Campaign Period and is re-applying for a CIMB principal credit card under this Campaign
- For the purpose of this Campaign, the Eligible Participants must submit the credit card application during the Campaign Period and the credit card application must be successfully approved by CIMB by 7 November 2025.
- 6. This Campaign is not applicable in conjunction with CIMB Bank's or CIMB Islamic's other ongoing or future product or service sign-up/acquisition related campaign(s), which is held during the Campaign Period, unless otherwise stated.

# **Campaign Mechanics**

7. Subject to the fulfilment of Clause 4 to Clause 6 above, the Eligible Participants shall be entitled to participate in this Campaign by activating credit card and performing retail transaction "Eligible Retail Transaction(s)" (as defined under Clause 8 and Clause 9 herein) by using the eligible CIMB credit card in the manner explained below:

Cardholders	Qualifying Criteria	Cash Back
NTC Principal	Activate the eligible credit card and spend on 10x transactions with minimum spend of RM50 per transaction within 60 calendar days from card approval date	RM25

Card Approval Date shall mean the date as stated in the card carrier that is sent together with the CIMB credit card to the NTC Applicants/Eligible Participants. For the avoidance of doubt, every Eligible Participant is entitled to one (1) new CIMB principal credit card only for the purpose of the cash back under this Campaign.

The spend period above shall be referred to as "Qualifying Period"

#### Note:

- i. In the event, Eligible Participant(s) applied for more than one (1) Principal Credit Card, the spend made on all of his/her newly approved CIMB Principal Credit Card(s) shall be consolidated and not be viewed individually.
- ii. No spend from new Supplementary Card (if any) shall be considered into the Qualifying Criteria.
- 8. Eligible Retail Transactions for the Campaign shall mean purchase for goods and/or services include online purchase, local and/or overseas retail transaction charged to any of the Eligible Participant's credit card account(s) during the Qualifying Period. For the avoidance of doubt the following transactions are herein expressly excluded and shall not be treated as an Eligible Retail Transaction(s):-
  - (i) Cash advance/withdrawal/deposit transactions;
  - (ii) Transactions made on CIMB's Platinum Business Card and Fuel Tanker Card;
  - (iii) Quasi Cash transactions (example: betting and/or gaming transactions);
  - (iv) Monthly installments under any installment payment facility provided by CIMB or any other financial institutions or funds transfer from other Financial Institutions;
  - (v) Payment of annual fees or service charges, delivery charges, cash payments, card replacement fees, dispute charges, fraud charges or any other fees, charges or penalties whether imposed by CIMB or otherwise;
  - (vi) Eligible Retail Transaction which is subsequently cancelled or refunded, or any other disputed, unauthorized or fraudulent transactions.
  - (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's as to what constitutes Eligible Retail Spending Transactions shall be conclusive and shall not be challenged in any manner whatsoever unless the same appears as grossly unfair or unjust.

9. CIMB shall not be held responsible or liable for any delay in the posting of the Eligible Retail Transaction to the Eligible Participant's credit card account 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 delay in the transmission of evidence of sales transactions by Visa, MasterCard, merchant establishments or any other party unless the same is due to the gross negligence or default of CIMB.

# **Campaign Fulfilment**

10. The Cash Back ("Cash Back") will be credited to the Eligible Participants' CIMB Principal Cards account ("CIMB Account") within sixteen (16) weeks from the end of the Campaign.

- 11. The Eligible Participant will receive notification of the Cash Back, if any, through the respective credit card statement that follows after the date of the crediting of the Cash Back.
- 12. The Eligible Participants should contact CIMB if there is non-receipt of Cash Back. No request for any inquiry will be processed after 31 January 2026.
- 13. The Eligible Participants' CIMB Card account must be valid and must be in good standing as so determined by CIMB at its discretion to be eligible for participation during and after the Campaign and/or for winning of the Cash Back. 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 becomes null and void with immediate effect.
- 14. In the event that any Cash Back awarded to and received by person(s) who:
  - a) Are not an Eligible Participant in the Campaign; or
  - b) Are an Eligible Participant but has committed fraudulent or wrongful acts in relation to their Credit Card and/or any transactions made thereof;

CIMB reserves the right to disqualify such person(s) from participating in the Campaign. The Cash Back shall stand forfeited.

- 15. The Eligible Participants' CIMB Credit Card account ("Credit Card"):
  - a) MUST be valid and/or activated;
  - b) MUST be in good standing;
  - c) 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
  - d) MUST NOT be invalid, cancelled or terminated.

at the point of delivering the Cash Back, otherwise the Eligible Participant will be disqualified from receiving the Cash Back and shall not be entitled to any compensation.

# **General Terms and Conditions**

- 16. 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 as well as any personal data of any individual which the Eligible Participants may share with CIMB in accordance with the CIMB Group Privacy Notice at www.cimb.com.my;
  - e) agree 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 Participants 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.
- 17. The Eligible Participants will be disqualified from participating in the Campaign and/or the Cash Back will be forfeited if, during the Campaign Period and/or before the crediting of the Cash Back:
  - a) The Eligible Participants are in breach of the terms and conditions governing the Credit Card;
  - b) The 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 Credit Card is delinquent, invalid or cancelled by the Eligible Participants or CIMB.
- 18. CIMB shall have the right to disqualify any Eligible Participants that it determines to be:
  - a) tampering with the participation; and/or
  - b) acting in breach of these Terms and Conditions.
- 19. CIMB shall have the right to extend, shorten, discontinue, cancel, terminate or suspend the Campaign by giving fourteen (14) 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.

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

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

- 21. 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.

- 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 Participants about these changes as soon as possible.
- l) 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.
- 22. CIMB will not be liable to the Eligible Participants for any losses, costs or damages suffered or incurred by the Eligible Participants as a direct or an indirect result of the Amendment.
- 23. The 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) receipt, redemption or use of the Cash Back; and/or
  - c) breach or failure to comply with these Terms and Conditions
- 24. 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 CIMB's product(s) and/or service(s) relating to the Campaign which shall apply in addition to these Terms and Conditions.
- 25. 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.
- 26. 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.
- 27. a) 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, P.O.Box 10338, GPO Kuala Lumpur 50710 Wilayah Persekutuan

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

- b) Eligible Participants may contact CIMB's Contact Centre for any queries in relation to this Campaign and its Terms and Conditions at Telephone No: +603 6204 7788 or email to <a href="mailto:contactus@cimb.com">contactus@cimb.com</a>
- c) 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.