

## TERMS AND CONDITIONS

### 2025 CIMB Clicks 1.5% Unit Trust Sales Charge Campaign

1. The “2025 CIMB Clicks 1.5% Unit Trust Sales Charge Campaign” is organized by CIMB Bank Berhad [Registration No: 197201001799] (“**CIMB Bank**”) and CIMB Islamic Bank Berhad [Registration No: 200401032872] (“**CIMB Islamic**”). CIMB Bank and/or CIMB Islamic shall herein collectively be referred to as (“**CIMB**”).

#### Campaign Period

2. The “2025 CIMB Clicks 1.5% Unit Trust Sales Charge Campaign” (“**Campaign**”) shall commence on **1 January 2025** and end on **31 December 2025** (“**Campaign Period**”).

#### Eligibility

3. This Campaign is open to all individuals residing in Malaysia, including Malaysian citizens (except US persons), permanent residents and non-Malaysian citizens, sole-proprietorships, partnerships, charitable / non-profit organizations, Corporation who make the relevant investments (as explained in Clause 4 herein) in accordance to the respective products eligibility during the Campaign Period (“**Eligible Customer(s)**”).
4. For the avoidance of doubt, the following persons/entities shall NOT be eligible to participate in this Campaign:
  - a. Individuals below the age of 18 years; and/or
  - b. US person as defined below (applicable to Conventional Unit Trust Fund / Shariah Compliant Unit Trust Fund or any other product(s) as it may be):
    - i. Any citizen or resident of the United States of America including any person with a United States of America domicile; or
    - ii. Any person with a United States of America account mailing address; or
    - iii. Any person holding a United States of America Green Card; or
    - iv. Any person who meets the “substantial presence test”, that is one who is present in the United States of America for at least 183 calendar days by counting all the days (at least 31 days) in the current year, 1/3 of the days in the immediately preceding year, and 1/6 of the days in the second preceding year; or
    - v. Any person defined as a US Person for United States of America Tax purposes.

#### Campaign Mechanics

5. Under this Campaign, Eligible Customer(s) will enjoy 1.5% sales charge if they purchase any “Participating Unit Trust Products” (as defined in Clause 6 hereinbelow) during the Campaign Period.
6. “**Participating Unit Trust Products**” refers to a list of selected Conventional / Shariah Compliant Unit Trust Fund(s) (**except all closed-ended fund(s) and Amanah Saham Nasional Berhad Variable Price**

**Fund(s) which are not eligible**) with sales charge of 2.0% and above as per stipulated in the prospectus / information memorandum and is subject to change from time to time, including all new Conventional / Shariah-compliant Unit Trust fund(s) launched during Campaign Period by CIMB at its sole and absolute discretion.

7. The Eligible Customer(s) who invest in any of the Participating Unit Trust Products via Employees Provident Fund – Member Investment Scheme (EPF-MIS) shall not be entitled for this Campaign.
8. The Eligible Customer(s) may participate in the Campaign via CIMB Clicks website only.
9. The Campaign is not valid in conjunction with any other offers and promotions (if any) offered by the CIMB in relation to investment in the Participating Unit Trust Products.
10. In the event Eligible Customer(s) exercises his/her cooling-off right or the investment is rejected or cancelled by any parties for whatsoever reason within the Campaign Period, the Eligible Customer(s) shall not be entitled for the offer under the Campaign. The “cooling-off” is a period of six (6) business days from the date of receipt of the Participating Unit Trust(s) application by the CIMB (“**prescribed cooling off period**”).
11. The Eligible Customer(s) are required to sign all relevant standard documents and comply with all terms and conditions in respect of his/her investment in the Participating Unit Trust Products under the Campaign, which are separate from the terms and conditions herein.
12. The following terms and conditions shall apply to the Participating Unit Trust Products:
  - a) The investments in the Participating Unit Trust Products are not obligation of, guaranteed or protected by CIMB and are subjected to investment risks, including the possible loss of the principal amount invested.
  - b) Eligible Customer(s) are advised to do the following before investing in the Participating Unit Trust Products:
    - i. to read the terms and conditions of the Participating Unit Trust Products;
    - ii. to consider all fees and charges involved before investing; and
    - iii. to assess the merits and risks of any investment based on their own evaluation.
  - c) Past performance of the Participating Unit Trust Products is not an indication of future performance and income distributions are not guaranteed.
  - d) Eligible Customer(s) who are in doubt as to the action to be taken should consult their professional advisers immediately.
  - e) The Participating Unit Trust Products is not protected by Perbadanan Insurans Deposit Malaysia (PIDM).
  - f) The Eligible Customer(s) are required to comply with all terms and conditions in respect of their investment in the Participating Unit Trust Products.
  - g) The compensation fund under Section 158 of the Capital Markets and Services Act 2007 (CMSA):
    - i. **does not** cover the Eligible Customer(s); and
    - ii. **does not** extend to Eligible Customer(s) who had suffered monetary loss as a result of a defalcation or fraudulent misuse of moneys or other property, by a director, officer, employee or representative of CIMB.

- h) The Eligible Customer(s) may lodge a complaint with CIMB's Customer Resolution Unit (CRU) as set out in Clause 28 of these Terms and Conditions if the Eligible Customer(s) suffer monetary loss in the above circumstances related to the acts of CIMB's employees.
- i) The Eligible Customer(s) who are not satisfied with CIMB's CRU's decision may:
  - i. refer the case to the Securities Industry Dispute Resolution Centre ("**SIDREC**"); or
  - ii. refer the case to the Ombudsman for Financial Services within six (6) months of receiving a final decision from CIMB or after 60 calendar days from the date the complaint was filed with CIMB for which no reply was received by the Eligible Customer(s); or
  - iii. direct the complaint to the Securities Commission's Investor Affairs & Complaints Department even if the Eligible Customers had initiated a dispute resolution process with SIDREC.

### General Terms and Conditions

13. The Eligible Customer(s) agree that by participating in this 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 Customers may share with CIMB in accordance with the CIMB Group Privacy Notice at [www.cimb.com.my](http://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 Customer(s) 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.
14. The Eligible Customer(s) will be disqualified from participating in this Campaign and/or the 1.5% sales charge will be forfeited if, during the Campaign Period and/or before the crediting/delivery of the 1.5% sales charge:

- a) The Eligible Customer(s) are in breach of the terms and conditions governing the Participating Unit Trust Products;
  - b) The Participating Unit Trust Products 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 Participating Unit Trust Products is delinquent, invalid or cancelled by the Eligible Customer(s) or CIMB.
15. CIMB may substitute the 1.5% Sales Charge with other item(s) of similar value and when CIMB does so, CIMB will let the Eligible Customer(s) know.
16. CIMB shall have the right to disqualify any Eligible Customer(s) that it determines to be:
- a) tampering with the application process; and/or
  - b) acting in breach of these Terms and Conditions.
17. 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(s) 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 Customer(s) for any losses, damages, costs or expenses as may be suffered or incurred by the Eligible Customer(s) as a direct or indirect result of any 1.5% Sales Charge substitution and/or any cancellation, suspension, shortening or extension of this Campaign.

18. CIMB shall not be liable to any Eligible Customer(s) 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 this Campaign; and/or
  - b) Any non-receipt or delayed receipt by the Eligible Customer(s) of the Short Message Service ("**SMS**") or Electronic Direct Mail ("**eDM**")
- unless such loss or damage arises from and is caused directly by CIMB's gross negligence or willful default.
19. 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(s) 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 Customer(s) 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 Customers about these changes as soon as possible.

- d) Eligible Customer(s) agree to access CIMB's website at regular intervals to view the terms and conditions of this Campaign and to ensure that they are kept up-to date with any variation to these Terms and Conditions.
20. CIMB will not be liable to the Eligible Customer(s) for any loss or damage suffered or incurred by the Eligible Customer(s) as a direct or an indirect result of the Amendment.
21. The Eligible Customer(s) 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(s):
- a) participation in this Campaign; and/or
  - b) receipt, redemption or use of the offer; and/or
  - c) breach or failure to comply with these Terms and Conditions
22. CIMB's website may contain links to other websites ("**Third Party Links**"). CIMB has no control over, and does not monitor or review the contents of the Third Party Links. If the Eligible Customer(s) do click on the Third Party Links, the Eligible Customer(s) understand that they are accessing the Third Party Links at their own risk and CIMB is not responsible for any losses the Eligible Customer(s) may incur.
23. 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 this Campaign which shall apply in addition to these Terms and Conditions.
24. 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.
25. 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.
26. If the product/service relating to this Campaign which the Eligible Customer(s) have subscribed is offered by CIMB Bank, any question the Eligible Customer(s) have will be handled by CIMB Bank. Similarly, if the product/service is offered by CIMB Islamic, Eligible Customer(s)' concern will be addressed by CIMB Islamic.
27. CIMB will not be responsible 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 is caused directly by CIMB's gross negligence or willful default.
28. a) Eligible Customer(s) 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: P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan  
Telephone No: 603 6204 7788

Email: [contactus@cimb.com](mailto:contactus@cimb.com)

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