

## **TERMS AND CONDITIONS FOR CIMB ISLAMIC BANK PRODUCT'S 2010 PROMOTIONAL GIFTS**

### **1. Promotion Period**

- i. The CIMB Islamic Bank Product's 2010 Promotional Gifts ("Promotion") is organized by the CIMB Islamic Bank Berhad ("the Bank") from 26<sup>th</sup> July 2010 until 31<sup>st</sup> October 2010, both dates inclusive ("Promotion Period"). The Bank however reserves the right to change without notice the duration, commencement and or expiry dates of the Promotion Period.

### **2. Eligibility**

- i. The Promotion is open to all individual in Malaysia including all Malaysian residents, permanent residents or non-residents, of at least 18 years of age ("Customer").
- ii. Notwithstanding to the above, the following persons are NOT eligible to participate in this Promotion:
  - a. Sole-proprietorships, partnerships, charitable / non-profit organizations / societies, corporate and commercial customers; and / or
  - b. Permanent and/or contract employees of the Bank (including its subsidiaries and/or related companies) and/or their immediate family members (i.e. spouses, children, parents, brothers and sisters); and / or
  - c. Representatives and/or agents (including advertising & promotion agents and technology vendors) of the Bank and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and / or
  - d. Individuals below the age of 18 (except for account holders of Junior Savers Account-i).
- iii. This Promotion is open to the Bank's Customers who perform any of the following during the Promotion Period ("Eligible Participant") :

#### Single Product Category:-

- b. a. Place a new deposit placement by opening a Mudharabah Savings Account-i or Mudharabah Current Account-i or Mudharabah Senior Savers Account-i or Junior Savers Account-i or Fixed Return Investment Account-i or EcoSave Account-i or MaxInvest Save Account-i ("all the accounts are collectively referred to as the Deposit Products-i with minimum amount as stated in Item 3 below ("Minimum Deposit").

#### Bundle Product Category:-

- a. Sign up a bundle package of Property Financing-i and EcoSave Account-i with the following conditions:-
  - i. apply for a Variable Home Financing-i or Business Premises Financing-i or Fixed Home Financing-i or Flexi Home Financing-i or Flexi Business Premises Financing-i or Ijarah Home Financing-i or Ijarah Business Financing-i ("Property Financing-i Products") by signing up and executing the relevant agreements for such

Property Financing-i Products of minimum amount of financing as stated in the Item 3 below (“Minimum Financing”); and

ii. place a new deposit by opening EcoSave Account-i (“Eco Save Account-i”) within seven (7) days upon acceptance of any Property Financing-i Products stated hereinbefore) with minimum amount as stated in Item 3 below (“Minimum Deposit”);

OR

b. Sign up Fixed Return Investment Account-i Why Wait and any of the Savings or Current Account-i with the following conditions:-

- i. make a new deposit placement by opening Fixed Return Investment Account-i Why Wait with minimum amount as stated in Item 3 below (“Minimum Deposit”); and
- ii. make a new deposit placement by opening a Mudharabah Savings Account-i or Mudharabah Current Account-i or Mudharabah Senior Savers Account-i or Juniors Savers-i or EcoSave Account-i (“all the accounts are collectively referred to as the Savings / Current Account-i”) with minimum ratio placement as stated in Item 3 below (“Minimum Deposit”).

### 3. Promotion

- i. Subject to the terms and conditions herein, during the Promotion Period, a Customer who invests or signs up for any of the products listed in the table with the corresponding minimum amount in one transaction will be entitled to the gift as set out opposite the relevant product .

#### **Single Product Category (For New Account Opening only)**

Product	Minimum Amount	Gift
Mudharabah Savings Account-i or Mudharabah Current Account-i or Mudharabah Senior Savers Account-i or Junior Savers-i or EcoSave Account-i	RM2,000	Umbrella

#### **Bundle Products Category (For New Account Opening only)**

- a) **Property Financing-i Products + EcoSave Account-i**

Minimum Amount		Gift
<b>EcoSave Account-i</b>	<b>Property Financing-i</b>	Coffee Maker + Sandwich Maker
RM1,000	RM150,000	
RM1,000	RM500,00	Digital Photo Frame

**b Current or Savings Account-i + FRIA-i Why Wait**

Minimum Amount		Gift
<b>Savings or Current Account-i</b>	<b>FRIA-i Why Wait</b>	Thermos Flask Set
RM2,000	RM10,000	

**b) EcoSave Account-i + FRIA-i Why Wait**

Minimum Amount		Gift
<b>EcoSave-i</b>	<b>FRIA-i Why Wait</b>	Coffee Maker + Sandwich Maker
RM10,000	RM50,000	

- ii. The Eligible Participant shall be entitled to one (1) gift item with Minimum Deposit placed in each account opened under the Single Product Category and / or Bundle Products Category respectively. For avoidance of doubt the Eligible Participant is even entitled to two (2) gifts for each account that he opens under the same name.

Example:-

Saving Account-i(Min RM2,000) under Single Product Category = 1Gift

EcoSave Account-i( Minimum RM1,000) and Islamic Financing (RM150,000) = 2 Gifts.

Therefore, the Eligible Participant entitles to three (3) gifts.

- iii. With regard to joint account holders, only the primary account holder is entitled to the gifts.
- iv. The products in the above table are subject to other terms and conditions of the respective product which are separate from these terms and conditions.
- v. The Bank disclaims any responsibilities or liability for any damages, loss or injury whatsoever arising out of the gift or the Promotion.
- vi. Any complaint or compensation request howsoever resulting or arising from or in connection with the gift received under the Promotion must be filed with the merchant/manufacturer.

#### **4. Other Conditions**

- i. The Bank does not accept any liability for any of the gifts supplied and/or for any supplier's refusal to accept vouchers issued by the Bank. Any dispute arising from this is solely between the Eligible Participant and the supplier.
- ii. The Eligible Participant shall be responsible to pay any tax, incidental cost and/or any other charges relating to any of the gifts (if applicable). The Bank shall not be held liable for any tax, incidental cost, charges and/or damage caused by any of the gifts and/or non-fulfillment by any of its agents/distributors.
- iii. All gifts posted on the Bank website or any promotional items for the Promotion are valid from 26th July 2010 onwards, while stock lasts. In the event that the gifts are unavailable, the Bank reserves the right to substitute or change any of the gifts with that of similar value without prior notice.
- iv. The gifts will be delivered within 45 to 60 working days from the date of the account opening or from the acceptance of the Property Financing-i Products. The gifts will be sent by registered courier or post or any mode of delivery as may be determined by the Bank to the Eligible Participants' last registered address or the address notified in writing to the Bank.
- v. Change of delivery address will only be allowed if the gifts have not been dispatched to Eligible Participant.
- vi. The Eligible Participant or recipients are obliged to present their identity cards (ID) to the delivery staff, failing which the delivery staff has the right to cancel the delivery order and return the gifts to the Bank as unclaimed.
- vii. Eligible Participant are deemed to have read and agree to be bound by these terms and conditions herein and all decisions made by the Bank.
- viii. Any and all decisions made by the Bank in relation to every aspect of the Promotion, including each respective product, minimum amount and corresponding gift, shall be final and conclusive. Any subsequent correspondences, protests, appeals or enquiries will not be entertained.
- ix. The applicable minimum amount required for entitlement to the gift is subject to change at any time and from time to time by the Bank at its absolute discretion without having to give any prior notice to the Eligible Participant.

- x. The gift is not transferable or redeemable or exchanged for cash or credit of any kind.
- xi. The Bank reserves the right to substitute the gift with another gift of similar value, at any time before delivery to the Eligible Participant, without giving any prior notice or without assigning any reason whatsoever to the Eligible Participant.
- xii. The Eligible Participant is required to sign all relevant standard documents in respect of his/her investment in the relevant product.
- xiii. The Bank shall not be liable to any Eligible Participant or any party for any loss or damage of whatsoever nature suffered by the Eligible Participant or any party (including but not limited to any injury or death, 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 the Promotion.
- xiv. The Bank shall not be liable or held responsible to the Eligible Participant in any manner whatsoever if the Bank shall be unable to perform any of its obligations stipulated herein where such inability is due directly or indirectly to any act of God, industrial dispute, war, strike, riot, or anything beyond the Bank's reasonable control.
- xv. The Promotion is not valid with any other promotions that have or may be offered by the Bank to the Eligible Participant under any other promotions from time to time.
- xvi. The Bank reserves the right to cancel, terminate or suspend the Promotion without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by the Bank of the Promotion shall not entitle the Eligible Participant or any other persons whatsoever to any claim or compensation against the Bank for any losses or damages suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.
- xvii. The Bank reserves the right at its absolute discretion to amend, delete or add to any of these Terms and Conditions at any time. Any variation, additions, deletions or amendments to the terms and conditions herein shall be binding on the Eligible Participant and be deemed to be brought to their attention by its display at the Bank or by notice being sent by the Bank or advertised or by any other mode which the Bank deems fit provided that such change shall not contradict or nullify any rights or obligations of the existing qualified contracted Eligible Participant of this Promotion.
- xviii. The terms and conditions herein, as may be amended from time to time pursuant to xvii above, shall supersede all representations and warranties contained in any other materials pertaining to the Promotion.
- xix. In no event will the Bank be liable for any loss or damages (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Promotion, even if the Bank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

- xx. The Bank reserves the right to publish or display the name, picture, identification numbers and city of residence, photographs or other information of the Eligible participating this Promotion for advertising and publicity.
- xxi. In the event there are any discrepancies among English, Malay and/or Chinese versions of these terms and conditions, the English version shall prevail.