

JomPAY Campaign 2016/2017

Terms and Conditions (“Terms”)

1. Definition

“Bank”	means CIMB Bank Berhad (Company No.: 13491-P) and/or CIMB Islamic Bank Berhad (Company No.: 671380-H).
“Biller Code”	means a unique identification number assigned to each Participating Biller.
“Campaign”	means the JomPAY Industry Campaign.
“Campaign Period”	means the period set out in Table 2.
“Eligible Participants”	means any persons (individuals or non-individuals) who perform JomPAY Transaction(s) during the Campaign Period with any of the Participating Billers.
“Eligible Entry(ies)”	means such entries as set out in Clause 2.
“JomPAY”	means a national initiative supported by the Participating Banks to enable online bill and/or invoice payments across Malaysia.
“JomPAY Transaction(s)”	means the successful payment(s) of any bill or invoice made via JomPAY during the Campaign Period.
“Participating Banks”	means such banks that can receive JomPAY payments from all other banks.
“Participating Billers”	means the list of service providers set out in Table 1.
“Prizes”	means the prizes as set out in Table 2.
“Service Agents”	means the Bank’s appointed service agents in respect of the Prizes.
“Selected Winners”	means the Eligible Participants who are shortlisted for the Prizes.

2. Campaign Terms

- a) The Campaign is open for all Eligible Participants during the Campaign Period.
- b) Each JomPAY Transaction will entitle the Eligible Participants to one (1) entry.

3. Winner Selection

(a) Monthly Prizes

- i. All Eligible Entry(ies) will be pooled together at the end of each month during the Campaign Period for the Monthly Prizes. Selected Winner(s) are determined by the Bank’s automated selection systems.
- ii. The Participating Billers will be the party contacting the Selected Winners via telephone based on the Participating Billers’ record between 9 a.m. to 5 p.m. from Monday to Friday. The Selected Winners will be required to answer one (1) question correctly, before they are entitled to win the Monthly Prizes. For avoidance of doubt, the Participating Billers will only make three (3) attempts of telephone calls to the Selected Winners.
- iii. If the Selected Winners cannot be contacted for any reason whatsoever or fails to answer all questions correctly as solely determined by the Participating Billers, the Selected Winners shall be deemed to have forfeited the chance of winning the Monthly Prizes and the Participating Billers shall have the absolute right and discretion to contact the next Selected Winners.
- iv. The Selected Winners who is selected as a winner, must confirm their agreement to accept the Monthly Prizes through a written confirmation within two (2) working days from the date of their receipt of the email notification sent by the Participating Billers, failing which the Bank reserves the right to forfeit the Monthly Prizes.

- v. The Monthly Prizes will be delivered to the Selected Winners as per information provided by the Participating Billers to the Bank.
- vi. The Selected Winners must ensure that they will not be in breach of any laws in particular, their respective internal no-gift policy, if any, and will take full responsibility for any claim, proceedings, liability, damages, cost and expenses arising from their actions receiving the Monthly Prizes from the Bank.
- vii. Monthly prizes will be delivered within 30-45 working days from the day of receipt of the written confirmation referred to in Clause 3(a)(iv) above by the Bank from the Participating Billers..

(b) Grand Prizes

- i. All Eligible Entry(ies) will be pooled together at the end of the Campaign Period for the Grand Prizes. Selected Winner(s) are determined by the Bank's automated selection systems.
- ii. The Participating Biller(s) will be the party contacting the Selected Winners via telephone based on the Participating Billers' record between 9 a.m. to 5 p.m. from Monday to Friday. The Selected Winners will be required to answer two (2) questions correctly, before they are entitled to win the Grand Prizes. For avoidance of doubt, the Participating Billers will only make three (3) attempts of telephone calls to the Selected Winners.
- iii. If the Selected Winners cannot be contacted for any reason whatsoever or fails to answer all questions correctly as solely determined by the Participating Billers, the Selected Winners shall be deemed to have forfeited the chance of winning the Grand Prizes and the Participating Billers shall have the absolute right and discretion to contact the next Selected Winners.
- iv. The Selected Winners who is selected as the winner, must confirm their agreement to accept the Grand Prizes through a written confirmation within two (2) working days from the date of their receipt of the email notification, sent by the Participating Billers failing which the Bank reserves the right to forfeit the Grand Prizes.
- v. The Grand Prizes will be delivered to the Selected Winners as per information provided by the Participating Billers to the Bank.
- vi. The Selected Winners must ensure that they will not be in breach of any laws in particular, their respective internal no-gift policy, if any, and will take full responsibility for any claim, proceedings, liability, damages, cost and expenses arising from their actions receiving the Grand Prizes from the Bank.
- vii. Monthly prizes will be delivered within 30-45 working days from the day of receipt of the written confirmation referred to in Clause 3(b)(iv) above by the Bank from the Participating Billers.

5. Prize Redemption

- a) In addition these Terms, the Prizes shall also be subject to terms and conditions imposed by the Service Providers. The Bank shall not be liable in anyway whatsoever in relation to the service or the outcome using such service (including but not limited to validity or accuracy, or the quality of the service).
- b) To the fullest extent permitted by law, the Bank excludes any responsibility and liability arising from any postponement, cancellation, delay or changes to the Prizes details or any other unforeseen circumstances beyond the Bank's reasonable control and for any act or default of any of the Service Agents.
- c) The Bank offers no warranty or representation whatsoever, express, implied or statutory, in relation to the Campaign, the Prizes including, but without limitation, the merchantable quality and fitness for purposes in respect of the Prizes and level of care and skill of the Service Agents.
- d) The Bank bears no liability in the event the Selected Winners are unable to utilise the Prizes for any reason whatsoever, including but not limited to reasons arising from breach of the terms stipulated in the Prizes. The Selected Winners hereby agree to participate in all publicity accompanying or resulting from the prize award.
- e) Prizes are not exchangeable for cash and there will be no replacement of any lost, stolen or damaged Prizes.
- f) The Bank reserves the right to substitute the Prizes with another of similar value without prior notice.

- g) All unclaimed Prizes will be forfeited and any enquiries thereafter will not be entertained. No refund will be given for any unclaimed Prizes. The Bank shall not be liable and/or responsible for the transportation cost pertaining to the collection and/or delivery of the Prizes. All taxes, charges and incidental costs in this regard shall be solely borne by the Selected Winners.
- h) All Prizes to be delivered in such mode of manner as the Bank may solely determine.
- i) For avoidance doubt, all prizes are offered by CIMB Bank Berhad and CIMB Islamic Bank Berhad collectively and not individually.
- j) Any dispute or issues with regards to the Prizes shall be dealt with between the Selected Winners and the Service Agents.
- k) Each Selected Winners shall only be entitled to win a maximum of one (1) Monthly Prize per month per Industry Sector (please refer to Table 1) and shall only be entitled to win one (1) Grand Prize irrespective of the number of entries.

5. General Terms and Conditions

- a) Each Eligible Participant agrees to be bound by these Terms and the decisions of the Bank; and further agrees and authorizes the Participating Billers to disclose to the Bank officers their names, NRIC number, email address, phone number and address and for the Bank to disclose the aforesaid information to the Service Agents (for the purpose of delivery, fulfillment or redemption of the Prizes), related companies of the Bank, regulatory authority and/or pursuant to law. Each Eligible Participant shall also ensure that they have a valid email address for the purposes of notification by the Participating Biller.
- b) Additionally, the Bank reserves the right to publish and announce the names and NRIC number of the winners at the Participating Billers' and/or the Bank's website or in such other manner as the Bank may decide.
- c) The Bank's failure to enforce a particular term and/or condition does not constitute a waiver of that term and/or condition by the Bank.
- d) The Terms herein shall be governed by the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia, and other relevant bodies, in force from time to time.
- e) The Bank may at its sole discretion vary or amend any terms and conditions with prior notification to the Eligible Participants by email or by posting a notice at each of the Bank's branches or by effecting an advertisement in one newspaper of the Bank's choice, or via the Bank's website or such other means as the Bank may in its sole discretion determine and any of the aforesaid means shall be deemed as binding on the Eligible Participants as from the date of notification.
- f) All enquiries should be directed to the Bank at [bizchannel@cimb.com] or call centre [1 300 888 828]
- g) All complaints by the Eligible Participants in respect of the Campaign may be addressed to:-

*Customer Resolution Department (CRU)
19th Floor, Menara Bumiputra Commerce
11 Jalan Raja Laut, 50350 Kuala Lumpur
[Tel:1300-880-900](tel:1300-880-900)
[Email:CRU@cimb.com](mailto:CRU@cimb.com)*

The Bank shall revert to the Eligible Participants within 14 days of receipt of a complaint or within such other period as the Bank may inform the Eligible Participants. In the event the Bank is unable to revert within 14 days, it will notify the Eligible Participants in writing of the need for an extension of time to reply. The Eligible Participants may appeal to the senior management of the Bank or to the Financial Ombudsman / Financial Mediation Bureau, where applicable, if it is not satisfied with the outcome of the complaint.

Table 1: List of Participating Billers

INDUSTRY SECTORS	NAME OF PARTICIPATING BILLERS
(A) WATER OPERATORS	<ol style="list-style-type: none"> 1. SYARIKAT AIR MELAKA BERHAD 2. SYARIKAT BEKALAN AIR SELANGOR SDN.BHD (SYABAS) 3. SIBU WATER BOARD 4. SYARIKAT AIR PERLIS 5. LEMBAGA AIR PERAK 6. LAKU MANAGEMENT SDN BHD
(B) NON-BANK FINANCIAL INSTITUTIONS	<ol style="list-style-type: none"> 1. PARKSON CREDIT SDN BHD 2. BERJAYA SOMPO INSURANCE BERHAD 3. SUN LIFE MALAYSIA ASSURANCE BERHAD 4. SUN LIFE MALAYSIA TAKAFUL BERHAD 5. TOYOTA CAPITAL MALAYSIA SDN BHD
(C) NATIONWIDE LOCAL COUNCILS	<ol style="list-style-type: none"> 1. MAJLIS BANDARAYA PULAU PINANG 2. MAJLIS BANDARAYA KUCHING SELATAN 3. PERBADANAN PEMBANGUNAN PULAU PINANG 4. MAJLIS PERBANDARAN PASIR GUDANG 5. MAJLIS BANDARAYA ALOR SETAR 6. MAJLIS AGAMA ISLAM DAN ADAT MELAYU PERAK 7. MAJLIS PERBANDARAN KULAI 8. MAJLIS PERBANDARAN JASIN 9. MAJLIS DAERAH TANGKAK 10. PERBADANAN LABUAN 11. MAJLIS BANDARAYA MIRI 12. MAJLIS BANDARAYA JOHOR BAHRU 13. MAJLIS UGAMA ISLAM SABAH

Table 1: List of Participating Billers (cont'd)

INDUSTRY SECTORS	PARTICIPATING BILLERS
<p>(D) PIHAK BERKUASA TEMPATAN SABAH</p>	<ol style="list-style-type: none"> 1. MAJLIS PERBANDARAN TAWAU 2. MAJLIS PERBANDARAN SANDAKAN 3. LEMBAGA BANDARAN KUDAT 4. MAJLIS DAERAH LAHAD DATU 5. MAJLIS DAERAH PENAMPANG 6. MAJLIS DAERAH KENINGAU 7. MAJLIS DAERAH BEAUFORT 8. MAJLIS DAERAH SEMPORNA 9. MAJLIS DAERAH KUNAK 10. MAJLIS DAERAH KINABATANGAN 11. MAJLIS DAERAH BELURAN 12. MAJLIS DERAH TENON 13. MAJLIS DEARAH NABAWAN 14. MAJLIS DAERAH TAMBUNAN 15. MAJLIS DAERAH KUALA PENYU 16. MAJLIS DAERAH KOTA BELUD 17. MAJLIS DAERAH KOTA MARUDU 18. MAJLIS DAERAH RANAU 19. MAJLIS DAERAH TUARAN 20. MAJLIS DAERAH PAPAR 21. MAJLIS DAERAH SIPITANG 22. MAJLIS DAERAH PITAS 23. MAJLIS DAERAH PUTATAN

Table 2: Prizes

	INDUSTRY SECTOR	MONTHLY PRIZES	GRAND PRIZES
CAMPAIGN PERIOD: 1ST SEPTEMBER 2016 – 31ST DECEMBER 2016			
(A)	WATER OPERATORS	10 winners x Samsung phones	Travel vouchers worth 1 st : RM10,000 2 nd : RM8,000 3 rd : RM5,000 3 x Consolation prizes: RM1,000
(B)	NON-BANK FINANCIAL INSTITUTIONS	10 winners x Samsung phones	Travel vouchers worth 1 st : RM10,000 2 nd : RM8,000 3 rd : RM5,000 3 x Consolation prizes: RM1,000
CAMPAIGN PERIOD: 1ST SEPTEMBER 2016 – 31ST MARCH 2017			
(C)	NATIONWIDE LOCAL COUNCILS	10 winners x Samsung phones	Travel vouchers worth 1 st : RM10,000 2 nd : RM8,000 3 rd : RM5,000 3 x Consolation prizes: RM1,000
(D)	PIHAK BERKUASA TEMPATAN (“PBT”) SABAH	10 winners x Samsung phones	Travel vouchers worth 1 st : RM10,000 2 nd : RM8,000 3 rd : RM5,000 3 x Consolation prizes: RM1,000