

JomPAY NATIONWIDE CAMPAIGN ADDITIONAL TERMS AND CONDITIONS

This Additional Terms and Conditions shall be read together with the Promotion Terms and Conditions which is available at www.jompay.com.my

1. Definition

“CIMB”	means CIMB Bank Berhad (Company No.: 13491-P) and/or CIMB Islamic Bank Berhad (Company No.: 671380-H).
“Campaign”	means the JomPAY Nationwide Campaign
“BizChannel@CIMB”	means the online internet banking service provided by CIMB. Inclusive of all transactional packages
“Eligible Participants”	means any businesses who perform JomPAY transaction(s) during the Promotion Period through BizChannel@CIMB with any JomPAY billers
“Eligible Entry(ies)”	means each JomPAY transaction will entitle the Eligible Participants to one (1) entry
“Participating Weeks”	means the period set out under note 3 below
“Promotion Period”	the Promotion shall run from 00:00 hours (GMT+8) on 17 th April 2017 until 23:59 (GMT+8) hours on 31 st July 2017 (both dates inclusive)
“Service Agents”	means the Bank’s appointed service agents in respect of the Prizes and to deliver the Prizes
“Shortlisted Participants”	means the Eligible Participants who are shortlisted for the Prizes by CIMB in accordance with the terms and conditions set out hereunder.
“Weekly Prizes”	means each winner is entitled to RM50 worth of cash vouchers

2. Eligibility

2.1 The campaign is open for all Eligible Participants during the Promotion Period

2.2 The Eligible Participants or Weekly Winner must not have closed or have had his/her BizChannel@CIMB Account closed, suspended, cancelled, terminated or dormant. Any Eligible Participants or Weekly Winner whose BizChannel@CIMB Account has been closed, suspended, cancelled, terminated or dormant on or before any Weekly Prize has been awarded to him/her under this Campaign will not be entitled to receive any Weekly Prize under this Campaign.

3. Campaign Mechanism & Participating Criteria

3.1 Weekly Category

3.1.1 The Weekly Category is divided into the following weekly periods and the following prizes will be available to the selected winners of this Campaign:

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Participating Week	Duration	Weekly Prize (per winner)	No. of Weekly Winners
Week 1	17 April 2017 – 23 April 2017	RM50 voucher	20
Week 2	24 April 2017 – 30 April 2017	RM50 voucher	20
Week 3	01 May 2017 – 07 May 2017	RM50 voucher	20
Week 4	08 May 2017 – 14 May 2017	RM50 voucher	20
Week 5	15 May 2017 – 21 May 2017	RM50 voucher	20
Week 6	22 May 2017 – 28 May 2017	RM50 voucher	20
Week 7	29 May 2017 – 04 June 2017	RM50 voucher	20
Week 8	05 June 2017 – 11 June 2017	RM50 voucher	20
Week 9	12 June 2017 – 18 June 2017	RM50 voucher	20
Week 10	19 June 2017 – 25 June 2017	RM50 voucher	20
Week 11	26 June 2017 – 02 July 2017	RM50 voucher	20
Week 12	03 July 2017 – 09 July 2017	RM50 voucher	20
Week 13	10 July 2017 – 16 July 2017	RM50 voucher	20
Week 14	17 July 2017 – 23 July 2017	RM50 voucher	20
Week 15	24 July 2017 – 31 July 2017	RM50 voucher	20

- 3.1.2 The Eligible Participants may earn an Eligible Entry (ies) by performing JomPAY transaction(s) of any amount (as defined in Clause 4 below) via BizChannel@CIMB during the Promotion Period in accordance with the Weekly Category as set out above.
- 3.1.3 Eligible Entry(ies) earned during the Promotion Period will only be taken into account during that Promotion Period and cannot be brought forward.
- 3.1.4 The Eligible Participants acknowledge and agree that the determination by CIMB as to whether any particular transaction qualifies as an Eligible Entry(ies) and/or as Shortlisted Participants shall be final, conclusive and binding and shall not be challenged in any manner whatsoever.

4. Winners Selection Process & Prizes Terms

- 4.1 All Eligible Entry(ies) will be pooled together at the end of each month during the Promotion Period for the Weekly Prizes. Shortlisted Participants are determined by the Bank's automated selection systems.
- 4.2 The Shortlisted Participants who is selected as a winner, must confirm their agreement to accept the Weekly Prizes through a written confirmation within two (2) working days from the date of their receipt of the email notification sent by CIMB, failing which CIMB reserves the right to forfeit the Weekly Prizes.
- 4.3 Each Weekly Winner are only allowed to win a maximum of one (1) Weekly Prize under this Campaign.
- 4.4 The Shortlisted Participants 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 in receiving the Weekly Prizes from CIMB.
- 4.5 The Weekly Winners will receive the Weekly Prizes to their mailing address within 8 to 10 weeks after the end of each Participating Week.

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4.6 The Weekly Prizes won:

- (a) are provided on an “As Is” basis;
- (b) are neither transferable nor exchangeable for cash or credit; and
- (c) do not include any accessories or items that are shown in the leaflet or website, as they are for illustration purposes only.

General Terms and Conditions

1. By participating in this Campaign, the participants are deemed to have read, understood and agreed to be bound by these Terms and Conditions and agree 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 the determination of the Winners, shall be final, binding and conclusive.
2. Each participants agrees to be bound by these Terms and Conditions and the decisions of the Bank; and further agrees and authorizes the Bank to disclose their names, NRIC number, email address, phone number and address to the Service Agents (for the purpose of delivery, fulfilment or redemption of the Prizes), related companies of the Bank, regulatory authority and/or pursuant to law. By participating in this Campaign, the participants agree to give their consent to and authorize CIMB to collect, use, process their names, identification numbers and other data/information consist of “personal data” as defined in the Personal Data Protection Act 2010 for the purpose of running the Campaign, including but not limited to announcing and publishing such personal data and/or photos of the winners by CIMB for advertising and publicity purposes.
3. CIMB reserves the right at its sole discretion to disqualify any participant that it determines to be tampering with the entry process, or to be acting in breach or potential breach of these Terms and Conditions.
4. CIMB reserves the right to substitute the Prizes with other item(s) of similar cost and/or to extend, shorten, discontinue, cancel, terminate or suspend this Campaign by giving fourteen (14) calendar days’ prior notice to the participants. Notwithstanding anything to the contrary, CIMB shall not be liable to any participants or any party for any loss or damage of whatsoever nature suffered (including but not limited to, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party) howsoever arising, whether direct or indirect in relation to any extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign by CIMB.
5. By participating in this Campaign, the participant hereby agrees that CIMB shall not in any manner whatsoever be liable or held responsible to the participants if CIMB is unable to perform in whole or in part of any of its obligations herein, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, war, strike, riot, any act of God beyond CIMB's control or due to any factor in a nature of a force majeure which is beyond CIMB's reasonable control.
6. CIMB reserves the right to vary (whether by addition, deletion, modification, amendment or otherwise whatsoever) any of the Terms and Conditions herein (“**the Amendment**”) by giving prior notice of twenty one (21) calendar days to the participants.
7. Notification to the participants in respect of the extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign or the Amendment may be effected at CIMB's absolute discretion through any one of the following means of communication, namely, via electronic communication display at CIMB's website at www.cimbbank.com.my or www.cimbislamic.com.my or via electronic mail or via SMS to the participants' mobile numbers or by any other means of notification which CIMB may select and the extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign or the Amendment shall be deemed as conclusive and binding on the participants as from the date of such notification or from such other date as may be specified by CIMB in the notification.

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8. To the fullest extent permitted by law, CIMB expressly exclude and disclaim any representations, warranties or endorsement, implied or express, written or oral, of all Prizes offered under this Campaign. All risks, loss, damage and/or injury associated with the use of the Prizes shall be assumed by the Weekly Winners.
9. CIMB will not assume any responsibility for the Weekly Prizes offered under this Campaign. The Prizes are offered and/or provided solely by the relevant vendors/ providers, under such terms and conditions as determined by such vendors/providers and CIMB accepts no liability (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third party) howsoever arising whether in contract, tort, negligence or otherwise in connection with the prizes offered under this Campaign, even if CIMB have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
10. By acceptance or receipt of a Prize, the Winner agrees to hold harmless CIMB and its affiliates and their respective directors, officers, employees and agents from and against any claim, action, proceeding, judgment, damage, loss, expense or liability suffered by CIMB and its affiliates and their respective directors, officers, employees and agents in connection with such Winner's participation in the Campaign or receipt, redemption or use of the Prizes.
11. CIMB will not entertain any complaint whatsoever in connection with the Prizes. The Prizes have not been certified by CIMB and under no circumstances shall the inclusion of any Prize in this Campaign be construed as an endorsement or recommendation of the Prizes by CIMB. If any Winner is dissatisfied with any of the Prizes, such Winner shall seek recourse with the relevant vendor/provider directly.
12. CIMB accepts no responsibility for any tax implications that may arise from the Prizes or the use thereof. Any tax filing obligation or any tax payment due to any authority as a result of receipt of the Prizes remain the sole responsibility of the Winner. It is the responsibility of each Winner to seek independent advice on the possible implications this may have on his/her own financial situation.
13. CIMB reserve the right to publish or display the name, picture and city of residence of any Winner for advertising and publicity purposes in any manner it deems appropriate. By participating in this Campaign, the Winner hereby consents to and agrees that CIMB shall be at liberty to publish his/her name, picture and city of residence without compensation for advertising and publicity purposes. Non-compliance may result in an alternative Winner being chosen.
14. Entry and participation in the Campaign shall be deemed an unconditional acceptance by the participant of the Terms and Conditions.
15. All enquiries should be directed to the Bank at **mybusinesscare@cimb.com** or call centre **1300-888-828**.
16. All complaints by the 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 participants within 14 days of receipt of a complaint or within such other period as the Bank may inform the participants. In the event the Bank is unable to revert within 14 days, it will notify the participants in writing of the need for an extension of time to reply. The 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.

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17. The Additional Terms and Conditions and the Promotion Terms and Conditions shall be binding on all Eligible Participants who participate in this Promotion. The definitions in the Promotion Terms and Conditions shall apply unless otherwise expressly stated in the Additional Terms and Conditions. In the event of any inconsistency between the Additional Terms and Conditions and the Promotion Terms and Conditions, the Promotion Terms and Conditions shall prevail to the extent of such inconsistency. Entry and participation in the Promotion shall be deemed an unconditional acceptance by the Eligible Participants of the Promotion Terms and Conditions and this Additional Terms and Conditions.