

CIMB BANK'S TERMS AND CONDITIONS GOVERNING THE CIMB BANK AIRASIA SAVERS ACCOUNT'S AIRASIA BIG LOYALTY POINTS PROGRAMME

1. The CIMB Bank AirAsia Savers Account's AirAsia BIG Loyalty Points Programme ("**the Programme**") is organised by CIMB Bank Berhad ("**CIMB Bank**"), entitles CIMB Bank AirAsia Savers Account holders ("**Account holders**") to earn AirAsia BIG Points ("**BIG Points**") under the AirAsia BIG Loyalty Programme ("**BIG Loyalty Programme**"), owned and operated by Think BIG Digital Sdn Bhd ("**BIG**").
 2. Eligibility: The BIG Loyalty Programme is opened to Account holders who have:
 - (a) successfully registered to be an AirAsia BIG member under the BIG Loyalty Programme at AirAsia BIG website at: airasiabig.com ("**AirAsia BIG Membership**"); and
 - (b) successfully link their CIMB Bank AirAsia Savers Account and AirAsia BIG Membership ("**Account Linkage**") via AirAsia BIG website at: <https://partner.airasiabig.com/cimb/aasaversform>
- AirAsia BIG Membership and Account Linkage are hereinafter collectively referred to as the "**Eligibility Criteria**".
- Account holders who met the Eligibility Criteria are hereinafter referred to as the "**Eligible Account holders**";
3. Upon the Account holders' fulfillment of the Eligibility Criteria, a BIG Member Account will be created ("**BIG Member Account**") and Eligible Account holders will be able to view the status of their BIG Points by logging in to their account at AirAsia BIG website at www.airasiabig.com.
 4. Under the BIG Loyalty Programme, Eligible Account holders will be entitled to receive **two hundred fifty (250) BIG Points** for **every average quarterly deposit balance of RM1,500 in the Eligible Account holders' CIMB Bank AirAsia Savers Account** ("**Minimum Average Quarterly Deposit Balance**").

Average Quarterly Deposit Balance means:

Average Quarterly Deposit Balance = $\frac{\text{Aggregate daily balance of 3 months}}{\text{Aggregate no. of days for 3 months}}$

Illustration on the calculation of BIG Points entitlement (which will be rounded down) is as set out below:

Example 1:

Average Quarterly Deposit Balance in the Account = RM1,500

*Eligible Account holder's Entitlement = **250 BIG Points***

Example 2:

Average Quarterly Deposit Balance in the Account = RM3,000

*Eligible Account holder's Entitlement = **500 BIG Points***

Example 3:

Average Quarterly Deposit Balance in the Account = RM5,000

Number of BIG Points = $RM5,000 / RM1,500 = 3.33$ times

*Eligible Account holder's Entitlement = 3×250 BIG Points = **750 BIG Points***

Illustration of the calculation of Average Quarterly Deposit Balance is as set out below:

$$\text{Average Quarterly Deposit Balance} = \frac{\text{Aggregate daily balance of 3 months}}{\text{Aggregate no. of days for 3 months}}$$

Example:

Q1 2017 (Jan to March 2017)	Average Daily Balance	Aggregate Daily Balance
January	RM3,000	RM3,000 (Day 1) + RM3,000 (Day 2) + RM3,000 (Day 3) + RM3,000 (Day 4) + + RM3,000 (Day 31) = RM93,000
February	RM3,000	RM3,000 (Day 1) + RM3,000 (Day 2) + RM3,000 (Day 3) + RM3,000 (Day 4) + + RM3,000 (Day 28) = RM84,000
March	RM5,000	RM5,000 (Day 1) + RM5,000 (Day 2) + RM5,000 (Day 3) + RM5,000 (Day 4) + + RM5,000 (Day 31) = RM155,000

$$\begin{aligned} \text{Average Quarterly Deposit Balance} &= \frac{\text{RM93,000} + \text{RM84,000} + \text{RM155,000}}{31 \text{ days} + 28 \text{ days} + 31 \text{ days}} \\ &= \underline{\text{RM3,688.89}} \end{aligned}$$

For the purposes of the BIG Loyalty Programme, the quarterly periods refer to the following monthly periods: January to March; April to June; July to September and October to December. Calculation of the Eligible Account holder's entitlement to BIG Points shall be carried out by CIMB Bank at the end of the said quarter when the Account holder becomes an Eligible Account holder in the relevant or appropriate quarter.

- For avoidance of any doubt, the entitlement to BIG Points will only accrue from the quarter that the Eligible Account holders had successfully comply with the Account Linkage requirement. Account holders will not be entitled to any BIG Points prior to the Account Linkage nor be entitled to claim for any retrospective entitlement to the BIG Points based the Minimum Average Quarterly Deposit Balance in their CIMB Bank AirAsia Savers Account prior to the Account Linkage.

Example 1:

Eligibility Criteria met in May 2017

Average Quarterly Deposit Balance in Account (Jan - Mar 2017) = RM1,500

Average Quarterly balance in Account (Apr - Jun 2017) = RM1,500

Eligible Account holder's Entitlement (Jan - Mar 2017) = 0 BIG Point

Eligible Account holder's Entitlement (Apr - Jun 2017) = 250 BIG Points

BIG Points credit month = July 2017

Example 2:

Eligibility Criteria met in January 2017

Average Quarterly Deposit Balance in Account (Jan - Mar 2017) = RM1,500

Average Quarterly Deposit Balance in Account (Apr - Jun 2017) = RM1,500

Eligible Account holder's BIG Points entitlement (Jan - Mar 2017) = 250 BIG Points

Eligible Account holder's BIG Points entitlement (Apr - Jun 2017) = 250 BIG Points

BIG Points credit month = April (for Jan – Mar 2017 Average Quarterly Deposit Balance in Account) and July (for Apr – Jun 2017 Average Quarterly Deposit Balance in Account)

- All decisions made by CIMB Bank in relation to calculation of the Average Quarterly Deposit Balance for the purpose of the BIG Loyalty Programme shall be final and conclusive and CIMB Bank shall not be held responsible or liable for any errors, irregularities or discrepancies in deposit

balance of the Eligible Account holders' AirAsia Savers Account if the Eligible Account holders fail to inform CIMB Bank of any errors, irregularities or discrepancies in the AirAsia Savers Account in accordance with the terms and conditions of CIMB AirAsia Savers Account.

7. The accumulation of BIG Points will be reflected in the Eligible Account holders' BIG Member account with AirAsia BIG which can be viewed at the AirAsia BIG website. The Eligible Account holder hereby expressly covenants and undertakes with CIMB Bank that he or she shall notify CIMB Bank in writing of any error, discrepancy or inaccuracy of any kind whatsoever including the balance of BIG Points held, as indicated in the BIG Member account within fourteen (14) calendar days from the BIG Points crediting month ("**Notification**"). If the Eligible Account holder does not notify CIMB Bank in writing of any error, discrepancy or inaccuracy then the Eligible Account holder shall be deemed to have accepted the entries contained therein as final and conclusive evidence of the facts contained therein and the balance of the BIG Points as indicated in the BIG Member account and shall be deemed as binding against the Eligible Account holders and the Eligible Account holder shall thereafter be precluded from making any claims against CIMB Bank by alleging that entitlement of BIG Points contains any error, discrepancy or inaccuracy, save where there is manifest error.
8. Upon CIMB Bank's receipt of the Notification, CIMB Bank may in its sole and absolute discretion award the BIG Points claimed by the Eligible Account holder provided always the Notification is received by CIMB Bank within period as stipulated in Clause 7 of these terms and conditions.

Illustration:

Eligibility Criteria met in Oct 2016

Average Quarterly Deposit Balance in Account (Oct - Dec 2016) = RM1,500

Average Quarterly Deposit Balance in Account (Jan - Mar 2017) = RM1,500

*Eligible Account holder's BIG Points entitlement (Oct - Dec 2016) = **250 BIG Points***

*Eligible Account holder's BIG Points entitlement (Jan - Mar 2017) = **250 BIG Points***

BIG Points credit month =

Jan 2017 (for Oct – Dec 2016 Average Quarterly Deposit Balance in Account)

April 2017 (for Jan – Mar 2017 Average Quarterly Deposit Balance in Account)

Note: If there is any discrepancy for example, no BIG Point is credited to Eligible Account holders' BIG Member account in Jan 2017 Eligible Account holder should report within the period stipulated in Clause 7 and subject to Clause 8, CIMB will credit back the BIG Point earned for Oct – Dec 2016

9. Upon CIMB Bank's determination of the Eligible Account holders' entitlement to BIG Points ("**the AirAsia BIG Points earned**"), CIMB Bank will disclose to BIG the Eligible Account holder's entitlement and BIG shall credit the BIG Points earned into the BIG Member account of the Eligible Account holders within 4 weeks from the end of each quarter. CIMB Bank and BIG may however vary the date and the frequency of the crediting of the BIG Points at their sole and absolute discretion.

Quarter	Period	BIG Points crediting month
Quarter 1	January to March	April
Quarter 2	April to June	July
Quarter 3	July to September	October
Quarter 4	October to December	January

10. In the case of joint Account holders, only the principal account holder of the Account will be entitled to receive the BIG Points.
11. By participating in the BIG Loyalty Programme, Eligible Account holders are deemed to have read, understood and agreed to be bound by these terms and conditions and agree that any and all decisions made by CIMB Bank in relation to every aspect of the Programme including the calculation of the Eligible Account holders' entitlement to the number of BIG Points shall be final and conclusive.
12. The BIG Points credited into the Eligible Account holders' BIG Member account with BIG may only be used towards redemptions of merchandise, travel or other forms of goods or services ("Rewards") which are made available by BIG under the BIG Loyalty Programme. The BIG Points, BIG Member account and/or the Rewards shall be subject to BIG's terms and conditions which may be viewed at <https://www.airasiabig.com/my/en/ask-big> ("BIG website"). The BIG Points have no monetary value and are neither transferable nor exchangeable for cash. The validity period of the BIG Points may be varied or amended at the sole discretion of BIG upon BIG giving adequate prior notice at the BIG website.
13. CIMB Bank shall not be responsible for Rewards redeemed under the BIG Loyalty Programme or for any death or injury, loss or consequential loss or damage arising from the receipt of any Rewards or for the loss, theft or destruction of any Rewards.
14. CIMB Bank gives no warranty (whether express or implied) whatsoever with respect to Rewards provided by BIG or any other third parties. Rewards will normally come with warranties from the supplier or manufacturer of the Rewards and any claims in respect of those Rewards should be made with those suppliers or manufacturers. In particular, CIMB Bank does not represent that any particular Reward is suitable for the purpose for which Account holder(s) intend to use it.
15. The BIG Points will have a validity period of 36 months from the date of crediting of the relevant BIG Points into the BIG Member account. Notwithstanding the aforesaid, the validity period of the BIG Points may be varied or amended at the sole discretion of BIG upon BIG giving adequate prior notice at the BIG website.
16. CIMB Bank reserves the right without having to assign any reason to the Eligible Account holders to suspend indefinitely, cancel and/ or terminate the BIG Points earned and/or the Programme upon giving adequate notice. For the avoidance of doubt, the suspension, cancellation and/or termination of the BIG Points earned and/or the Programme shall not entitle the Eligible Account holders or any other persons whatsoever to any claim or compensation against CIMB Bank for any losses or damages suffered or incurred as a direct or indirect result of the said act of suspension, cancellation or termination. CIMB Bank shall also not be liable or responsible under any circumstances in the event BIG retracts or revokes any benefits or offers made under the BIG Loyalty Programme.
17. Request for redemption of the BIG Points or any enquiries or dispute relating to the BIG Points, the Rewards and/or Eligible Account holders' BIG Member account with BIG, shall be directed to BIG and the Eligible Account holders are to communicate directly with BIG through the BIG website. CIMB Bank shall not be responsible for resolving such disputes or be held liable in respect of any claims whatsoever which may arise from such disputes. CIMB Bank shall not be responsible or held liable for any delay, inability or negligence on the part of BIG to perform any of its obligations in relation to the BIG Points, BIG Member account or Rewards which are redeemed or received by the Eligible Account holders.

18. In the event of closure of the Account, the Eligible Account holders will not be entitled to any BIG Points in respect of the qualifying deposit balances in the relevant quarter period in which the Account was closed. For the avoidance of doubt, closure of the Account would not result in the cancellation of the membership and enrollment in the BIG Loyalty Programme.
19. CIMB Bank shall not be responsible or liable in any way whatsoever and shall not under any circumstances be required to reimburse any monies to the Eligible Account holders for BIG Points awarded under the Programme but which are cancelled or deducted from the BIG Member account as a result of termination of the BIG Loyalty Programme.
20. The terms and conditions herein shall apply to and be read together with the terms and conditions governing the CIMB Bank AirAsia Savers Account and AirAsia BIG Loyalty Programme. In the event of any discrepancy or inconsistency between the terms and conditions herein and those contained in the terms and conditions governing the CIMB Bank AirAsia Savers Account, the AirAsia BIG Loyalty Programme and/or the terms and conditions governing the Programme as contained in any advertising or marketing materials or brochures, it is hereby agreed that these terms and conditions shall prevail in relation to matters relating to or concerning the Programme.
21. The terms and conditions herein shall be governed by and construed in accordance with the laws of Malaysia and Eligible Account holders agree to submit to the exclusive jurisdiction of the Courts of Malaysia.
22. CIMB Bank reserves the rights upon giving adequate notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("**the Amendment**") any of the terms and conditions herein. Notification to Eligible Account holders in respect of the Amendment shall be effected at CIMB Bank's absolute discretion through any one of the following means of communication, namely, by ordinary mail to the Eligible Account holder's last known address or by posting a notice regarding the Amendment at each of CIMB Bank's branches or by effecting an advertisement regarding the Amendment in one newspaper of CIMB Bank's choice, electronic mail (email) to the Eligible Account holder's email address in CIMB Bank's record or via CIMB Bank's website and the Amendment shall be deemed as binding on the Eligible Account holders as from the date of notification of the Amendment or from such other date as may be specified by CIMB Bank in the notification.
23. For information, enquiries, feedbacks and/or complaint relating to the Programme, the account holder may lodge a note with the respective CIMB centre or branch at which the Account is maintained. Should the explanation or resolution provided by the CIMB centre or branch not be to the satisfaction of the account holder, the account holder may contact CIMB Bank's Customer Resolution Department bearing the following address, telephone, facsimile numbers and e-mail address (or bearing such other address, telephone, facsimile numbers and e-mail address which CIMB Bank may change by notification to the account holder): Customer Resolution Unit, 19th Floor, Menara Bumiputra Commerce, 11, Jalan Raja Laut, 50350 Kuala Lumpur. Call Centre No: +603 6204 7788, Fax No: +603 2691 3248, Email : CRU@cimb.com.