

Pay With CIMB Cards Campaign Terms and Conditions

1. The Pay With CIMB Cards Campaign ("**Campaign**") is jointly organized by CIMB Bank Berhad (13491-P) ("**CIMB Bank**") and CIMB Islamic Bank Berhad (671380-H) ("**CIMB Islamic**"). CIMB Bank and/or CIMB Islamic shall herein collectively be referred to as ("**CIMB**").

The Campaign Period

2. The Campaign shall run from 15th July 2019 – 14th October 2019, both dates inclusive ("**Campaign Period**").
3. CIMB reserves the right upon giving adequate prior notice of fourteen (14) calendar days to change the duration and/or the commencement and/or expiry dates of the Campaign Period.

Eligibility and Registration Criteria

4. This Campaign is open to all principal credit cardholders of the credit cards (except Platinum Business Card and Fuel Tanker Card) and/or debit cardholders of the debit cards issued by CIMB in Malaysia, and whose mobile numbers are registered with Maxis, Celcom, Digi or U-Mobile telecommunication service providers and maintained in CIMB's record ("**Eligible Participant(s)**"). Eligible Participant(s) who sent SMS(s) from a mobile number that is not maintained in CIMB's records shall not be entitled to participate in this Campaign. The CIMB credit card accounts and/or debit card accounts of the Eligible Participant(s) are hereinafter collectively referred to as the "**Participating Card Accounts**".
5. The following categories of persons shall NOT be eligible to participate in the Campaign: -
 - i) Permanent, contract and/or temporary staff or employees of *CIMB Group of Companies who are directly involved in organizing this Campaign or Senior Management of *CIMB Group of Companies and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and/or
 - ii) Representatives and/or agents (including advertising and promotion agents) of CIMB Group of Companies, VISA Worldwide Pte. Limited, a company registered in Singapore, having its office at 30, Raffles Place, #10-00, Chevron House, Singapore 048622 ("**VISA**") (including its respective subsidiaries and related companies) and Mastercard Worldwide, a company organized under the State of Delaware, having its office and principal place of business at 2000 Purchase Street, Purchase, New York, NY 10577-2509, United States of America ("**Mastercard**") (including its respective subsidiaries and related companies); and/or
 - iii) Sole-proprietorships, Partnerships, Charitable/Non-profit Organizations/Societies, Corporate and Commercial Customers; and/or
 - iv) Individuals below the age of eighteen (18) years for debit cardholders and Individuals below the age of twenty one (21) years for credit cardholders.

* CIMB Group of Companies means the groups of companies/legal entities of which CIMB Group Holdings Berhad, being the ultimate holding company of CIMB has a controlling interest, directly or indirectly, either by itself or through its subsidiaries.

6. To participate in this Campaign, Eligible Participants must first register their participation in the Campaign either: -
 - i) by responding to CIMB's short message service ("**SMS**") sent to their mobile number maintained in CIMB's records and by typing **PAY2** and/or **PAY3** <space> last 6 digits of the

- Eligible Participant's NRIC number and sending the same to 62666 during the Campaign Period; or
- ii) by sending an SMS by typing **PAY2** and/or **PAY3** <space> last 6 digits of the Eligible Participant's NRIC number and sending the same to 62666 during the Campaign Period using the mobile number maintained in CIMB's records; or
 - iii) by registering online at www.cimbbank.com.my/pay and/or www.cimbislamic.com.my/ipay during the Campaign Period.
7. Eligible Participant(s) shall bear the standard telecommunications charges imposed for each SMS sent.
 8. Upon successful registration of the participation of Eligible Participants in accordance with Clause 6 above, Eligible Participants shall receive: -
 - i) a confirmation SMS from CIMB if registration was performed via SMS; and/or
 - ii) a confirmation message below the online registration form if registration was performed via online.
 9. In the event an SMS registration is incomplete, an SMS will be sent to the Eligible Participant's mobile number maintained in CIMB's records at no cost to the Eligible Participant notifying him/her to re-register via SMS. The Eligible Participant must ensure that he/she has keyed in the correct last 6 digits of his/her NRIC number in the SMS.
 10. Upon successful registration of the participation of the Eligible Participant, all his/her Participating Card Accounts shall then be automatically tracked for tabulating the number of entries for the Campaign. For the avoidance of doubt, in the event the Eligible Participant is a principal cardholder issued by CIMB Bank and CIMB Islamic and is eligible to participate in the Campaign, the Eligible Participant's retail spending using the Participating Card Accounts issued by CIMB Bank and CIMB Islamic shall be accumulated and shall not be treated separately for the purposes of earning the entries to win the Monthly Prizes and/or Grand Prizes in the Campaign.

Participation Criteria

11. Upon successful registration as per Clause 6 above, Eligible Participants must make Auto Billing and/or Card-On-File transactions (as defined in Clauses 12 and 13 herein) using their Participating Card Accounts in the manner explained below to earn entries during the Campaign Period to stand a chance to win the Monthly Prizes and/or Grand Prizes (as defined in Clauses 21 to 26 herein):-

Participation criteria	No. entries
Every existing Auto Billing and/or Card-On-File transaction (" Existing Transaction(s) ")	1 entry
Every new Auto Billing and/or Card-On-File transaction (" New Transaction(s) ")	5 entries
Every Card-On-File transaction on Boost, Touch 'n Go e-wallet and/or Shopee only (" Bonus Transaction(s) ")	10 entries

All Existing Transaction, New Transaction and Bonus Transaction shall herein collectively be referred to as ("**Eligible Transactions**").

12. Auto Billing is a payment facility that automatically charges the Eligible Participant's bill payment(s) such as but not limited to utility(ies) and/or insurance/takaful to the Eligible Participant's Participating Card Accounts as and when the payment(s) is due. Auto Billing transactions must be

transactions and are applicable to the following Merchant Category Codes (“**Eligible MCC**”) only based on CIMB’s records:-

Eligible MCC	Examples of Merchants
4813, 4814	Maxis, Telekom Malaysia
4899	Astro, Netflix
4900	Tenaga Nasional Berhad, Indah Water
5968	Celebrity Fitness, Fitness First
5960 & 6300	Great Eastern, Hong Leong Assurance

13. A Card-On-File transaction is a transaction whereby an Eligible Participant authorizes a merchant to store the Eligible Participant’s Participating Card Account details and authorizes the same merchant to charge the Eligible Participant’s Participating Card Account. Card-On-File transactions which include but not limited to card-linked payments and/or e-wallet transactions and are only applicable to the following MCC based on CIMB’s records: -

Eligible MCC	Examples of Merchants
4111	Grab
4121	Grab Taxi
4722	AGODA, KLOOK
4784	Touch ‘n Go eWallet
4789	Grab Taxi
4812	Yoodo
4814	DING, XOX Mobile
4899	Netflix
5045	Easystore.com
5311	Fave Pay
5411	HonestBee, Supply Bunny
5499	Dahmakan, Foodpanda
5651	Fave
5691	Zalora
5699	Etsy.com
5734	Grab
5735	iTunes,
5812	Fave
5814	Fave
5815	Spotify
5964	Shopee
5968	Touch n’ Go, Boost App
6012	BigPay
6540	Boost App, GrabPay
7278	Fave, Shopee
7298	Fave Pay
7399	Grab
7542	Fave
8999	Grab

14. For the avoidance of doubt, each of the Eligible Transactions shall during the Campaign Period include the following:-
- i) Existing Transaction(s) shall include all Auto Billing and/or Card-On-File transactions that have been charged to Eligible Participants' Participating Card Accounts 6 months prior to the Campaign Period with no minimum spend required;
 - ii) New Transaction(s) shall include all Auto Billing and/or Card-On-File transactions that have not been charged to Eligible Participant's Participating Card Accounts 6 months prior to the Campaign Period and/or Eligible Participants who had cancelled their Auto Billing and/or Card-On-File transactions for more than six (6) months from the date their new Auto Billing and/or Card-On-File transactions are charged to their Participating Card Accounts with no minimum spend required;
 - iii) Bonus Transaction(s) shall include all existing and/or new Card-On-File transactions on Boost, Touch 'n Go e-wallet and/or Shopee only with no minimum spend required.
15. Eligible Transactions for the Campaign shall include local and/or foreign currency Auto Billing and/or Card-On-File transactions charged to any of the Eligible Participant's Participating Card Accounts during the Campaign Period. For the avoidance of doubt, the following transactions are herein expressly excluded and shall not be treated as an Eligible Transaction under this Campaign:-
- i) Transactions which do not fall under Eligible Transactions as stated under Clauses 11 to 13;
 - ii) Transactions made on CIMB's Platinum Business Card and Fuel Tanker Card;
 - iii) Quasi Cash transactions – (example: betting and/or gaming transactions);
 - iv) Instalment payment plan/ easy payment plan transactions;
 - v) Payment of annual fees or service charges, cash payments, card replacement fee, government service tax, dispute charges, fraud charges or any other fees, charges or penalties whether imposed by CIMB or otherwise; and
 - vi) Cash advance/withdrawal/deposit transactions.
 - vii) Retail spending transactions which are subsequently cancelled, refunded, disputed, unauthorised or fraudulent

Any determination by CIMB as to what constitutes Eligible Transactions shall be conclusive and shall not be challenged in any manner whatsoever unless the same appears as grossly unfair or unjust.

16. Foreign currency retail spending transactions shall be converted to Ringgit Malaysia (RM) for the purpose of calculation of retail spending and shall be based on CIMB's prevailing exchange rate.
17. Eligible Transaction(s) shall be calculated based on the Eligible Participant's total consolidated (principal and supplementary/ies) Participating Card Accounts' spending. If the Eligible Participant has multiple credit and debit card accounts, the Eligible Transactions made on all of his/her Participating Card Accounts shall be consolidated and not be viewed individually. Please refer to the example below.

Example:

Eligible Participant A's Participating Card Account has one (1) principal CIMB credit card, two (2) supplementary CIMB credit cards and one (1) CIMB debit card. All Eligible Transactions on any of these cards will be accumulated to tabulate the total entries eligible for the Campaign.

18. The tracking of the Eligible Transaction(s) is based on the dates and/or time (Malaysian Time) as captured by CIMB's records during the Campaign Period. For Debit Card, transaction(s) must be posted to the Eligible Participant's Debit Card Account within three (3) days to be included towards meeting the Eligible Transactions under the Participation Criteria.

19. CIMB shall not be responsible for any failure and/or error and/or delay in the transmission of evidence of Eligible Transaction(s) and/or posting of the Eligible Transaction(s) to the Eligible Participant(s) Eligible Card's Accounts by VISA and/or Mastercard, merchant establishments and/or any other party unless the same is due to CIMB's wilful default or gross neglect.

Prizes

20. Details of the Monthly Prizes and Grand Prizes ("**Prizes**") are as defined in Clauses 21 to 25 herein.
Monthly Prizes
21. Details of the Participating Month, Monthly Prize and number of Monthly Prize winners are as follows: -

Participating Month	Monthly Prize	No. Of Monthly Prize Winners		Total Monthly Prize Winners
		Credit Cardholders Segment	Debit Cardholders Segment	
July (15 July – 14 August 2019)	100% Cash Back on all Eligible Transactions performed within the Participating Month (capped at RM500 per Monthly Prize Winner)	100	33	133
August (15 August – 14 September 2019)	100% Cash Back on all Eligible Transactions performed within the Participating Month (capped at RM500 per Monthly Prize Winner)	100	33	133
September (15 September – 14 October 2019)	100% Cash Back on all Eligible Transactions performed within the Participating Month (capped at RM500 per Monthly Prize Winner)	100	34	134
Total		300	100	400

For the avoidance of doubt, Eligible Participants who hold a single principal CIMB credit card and/or principal CIMB credit and debit card will be eligible for one of the three hundred (300) Monthly Prizes under the Credit Cardholders Segment. Eligible Participants who hold a single CIMB debit card and/or CIMB debit and supplementary credit card will be eligible for one of the one hundred (100) Monthly Prizes under the Debit Cardholders Segment.

22. An Eligible Participant(s) is eligible to earn and accumulate entries starting from the first (1st) day of each Participating Month to be in the running to win the Monthly Prizes as long as Eligible Participant(s) registers within the same Participating Month. Please refer to the example below: -

Eligible Participant	Registration Date	Participating Month Eligible For Monthly Prizes	Entries Accumulation Period For Monthly Prize
A	15 July 2019	July	15 July – 14 Aug 2019
		August	15 Aug – 14 Sep 2019
		September	15 Sep -14 Oct 2019
B	31 August 2019	August	15 Aug – 14 Sep 2019
		September	15 Sep -14 Oct 2019
C	14 October 2019	September	15 Sep -14 Oct 2019

23. An Eligible Participant(s) is eligible to win a maximum of only one (1) out of the total four hundred (400) Monthly Prizes throughout the Campaign Period.

Grand Prizes

24. Details of the Period, Grand Prize and Number of Grand Prize Winners Throughout the Campaign Period are as follow:-

Period	Grand Prize	No. Of Grand Prize Winners		Total Grand Prize Winners
		Credit Cardholders Segment	Debit Cardholders Segment	
15 July – 14 October 2019	100% Cash Back on all Eligible Transactions from 15 October 2019 – 14 April 2020 <i>(capped at RM5,000 per Grand Prize Winner)</i> AND Cash Worth RM1,500 in Boost e-wallet	10	5	15

25. An Eligible Participant(s) is eligible to earn and accumulate entries starting from the first (1st) day of the Campaign to be in the running to win the Grand Prizes regardless of the registration date provided that the registration is made within the Campaign Period. Please refer to the example below:-

Eligible Participant	Registration Date	Entries Accumulation Period For Grand Prizes
A	15 July 2019	15 July 2019 – 14 October 2019
B	14 October 2019	15 July 2019 – 14 October 2019

26. An Eligible Participant is eligible to win a maximum of only one (1) out of the total fifteen (15) Grand Prizes throughout the Campaign Period.

Winners Selection Process

27. At the end of the Campaign Period, Eligible Participants shall be randomly selected by an automated selection system based on the entries earned by Eligible Participants during the Campaign Period, for the following Prizes: -

i) **Monthly Prizes**

Subject to the terms and conditions herein, the CIMB's automated system will generate one hundred thirty three (133) potential winners for Participating Months July and August and one hundred thirty four (134) potential winners for Participating Month September referred to under Clauses 21 to 23 herein based on the total entries earned during each Participating Month ("**Potential Monthly Prize Winner(s)**"). A SMS notification will be sent once to each Potential Monthly Prize Winner within three (3) weeks after the end of each Participating Month and he/she will be required to answer one (1) question by replying to the said SMS with the correct answer within the deadline. The deadline (i.e. date and time) to answer the question shall be specified in the SMS. Potential Monthly Prize Winner(s) who replies to the SMS with the correct answer within the deadline will be confirmed as a Monthly Prize Winner. In the event the Potential Monthly Prize Winner does not answer correctly or did not reply within the given deadline, he/she will be disqualified and will not be entitled to win the respective Monthly Prize.

ii) **Grand Prizes**

Subject to the terms and conditions herein, CIMB's automated system will generate a list of fifteen (15) potential winners referred to under Clauses 24 to 26 herein based on the total entries earned throughout the Campaign Period ("Potential Grand Prize Winners"). The Potential Grand Prize Winners shall be contacted via telephone at their mobile number maintained in CIMB's records within twelve (12) weeks after the end of the Campaign Period and shall be required to answer two (2) questions correctly before being declared the respective Grand Prize Winner. If the first attempt to contact the Potential Grand Prize Winner fails, i.e. due to reasons such as no answer, telephone number not in service, no connection or any other reasons, another two (2) attempts will be made to call the said Potential Grand Prize Winner. Where the third (3rd) attempt is unsuccessful, such Potential Grand Prize Winner will be disqualified and will not be entitled to win the respective Grand Prize. A new Potential Grand Prize Winner will then be drawn again to replace the said disqualified Potential Grand Prize Winner.

28. CIMB has the sole discretion to fix the appointed working day (Monday-Friday) and time (9am-6pm) to make the telephone calls to the Potential Grand Prize Winners. CIMB shall not be held responsible for calls made to the Potential Grand Prize Winners which are (i) not completed or disconnected due to any reasons whatsoever; (ii) not answered or not proceeded with due to the unavailability of the Potential Grand Prize Winners at the appointed date and time and/or due to any other whatsoever reasons. It shall be the Eligible Participant's responsibility to ensure that their phone numbers provided are current and updated with CIMB in the event of any changes being made to the same by the Eligible Participant(s). CIMB reserves the right to record these telephone conversations.
29. At the time of selection of the Campaign winners, the Participating Card Account(s) of the selected Eligible Participant(s) MUST be in good standing and MUST NOT be in breach of any of the terms and conditions of the CIMB credit and/or debit card and/or account agreement or delinquent, and/or be invalid or cancelled as otherwise they will be disqualified from participating or being selected as the Campaign winner(s).
30. An Eligible Participant(s) is eligible to win a maximum of one (1) Monthly Prize and one (1) Grand Prize only during the Campaign Period.

Prizes Fulfilment Process

31. Details of the fulfillment process for the Prizes are defined as below:-

i) **Monthly Prizes**

Monthly Prize Winners who are entitled to the Monthly Prizes will have the cash back credited within three (3) weeks after the end of the Participating Month that the Monthly Prize Winners are confirmed as winners. The Monthly Prizes cannot be transferred to any other 3rd party.

Monthly Prize Winners will have the cash back credited based on the following:-

Card Product	Prize Fulfilment
Credit Cardholders Segment	Cash back will be credited to the highest valid credit card type of the Monthly Prize Winner
Debit Cardholders Segment	Cash back will be credited to the CIMB current or savings account tagged to the debit card of the Monthly Prize Winner

Any determination by CIMB on the computation and/or amount and/or fulfilment of the Monthly Prize(s) shall be conclusive and shall not be challenged in any manner whatsoever, save for manifest error.

ii) **Grand Prizes**

Grand Prize Winners who are entitled to the Grand Prizes will have the cash back credited on a monthly basis based on the Grand Prize Winners' Eligible Transactions from the period of 15 October 2019 – 14 April 2020. The total cash back amount will be capped at RM5,000 per Grand Prize Winner. If the Eligible Transaction amount of the Grand Prize Winners exceeds the total cash back amount prior to 14 April 2020, the cash back fulfilment will be deemed as completed regardless of the fulfilment period as long as the RM5,000 capping per Grand Prize Winner has been met. If the Eligible Transaction amount of the Grand Prize Winner is less than the total cash back amount from 15 October 2019 – 14 April 2020, the balance cash back amount will not be refunded to the Grand Prize Winner in any manner whatsoever. The Grand Prizes cannot be transferred to any other 3rd party.

Grand Prize Winners will have the cash back credited based on the following:-

Card Product	Prize Fulfilment
Credit Cardholders Segment	Cash back will be credited to the highest valid credit card type of the Grand Prize Winner
Debit Cardholders Segment	Cash back will be credited to the CIMB current or savings account tagged to the debit card of the Grand Prize Winner

Each Grand Prize Winner must have a valid Boost account whereby the Grand Prize Winner's details (including Full Name, NRIC number, and mobile number) maintained in the Boost account is consistent with the details maintained in CIMB's records. Grand Prize Winner must upgrade the Boost account to the Premium version in order to receive the

prize. The cash worth RM1,500 in Boost e-wallet will be credited to Grand Prize Winner's Boost e-wallet by Boost within the next seven (7) working days after the date of winner's announcement.

Grand Prize Winners who do not have a Boost account will be required to register a new account within three (3) weeks after the end of the Campaign Period. Failure to do so may result in the cash worth RM1,500 in Boost e-wallet being forfeited and/or not deposited to the Grand Prize winners. The cash worth RM1,500 in Boost e-wallet cannot be transferred to any other 3rd party.

32. By participating in this Campaign, the Grand Prizes Winners give their consent and authorize CIMB to disclose their names, number registration identification card ("NRIC") and other particulars ("Personal Data") to Axiata Digital Ecode Sdn Bhd (Company No. 1214970-T) to collect, use, process for the purpose of crediting the Grand Prizes cash worth RM 1,500 into their Boost e-wallet. The Grand Prizes Winners must give their consent as set out in the consent form in order for the cash worth RM 1,500 to be credited into the Grand Prizes Winners' Boost e-wallet.
33. Boost is an e-wallet app registered by Axiata Digital Ecode Sdn Bhd (Company No. 1214970-T).

General Terms and Conditions

34. By participating in this Campaign, the Eligible Participants are deemed to have read, understood and agreed to be bound by these Terms & Conditions as well as consented to CIMB processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice which can be found at www.cimbbank.com.my and/or www.cimbislamic.com.my and agree that all decisions fairly and reasonably made by CIMB in relation to every aspect of this Campaign, including the Prizes to be given away and the determination of the Winners, shall be final, binding and conclusive.
35. The Eligible Participants' Participating Card Account(s) (i) MUST not be in breach of the terms and conditions governing the Participating Card Account(s) which shall apply in addition to the Terms and Conditions herein AND (ii) MUST not be terminated or closed or be made subject to any attachment, adverse orders made by the Court or any authorities sanctioned by laws, delinquent, and/ or be invalid or cancelled as determined by CIMB during the Campaign Period and/or before the fulfillment of the Prizes, otherwise the Eligible Participants will be disqualified from participating in this Campaign and/or the Prizes will be forfeited.
36. CIMB reserves the right at its sole discretion to disqualify any Eligible Participants that it determines to be tampering with the entry process, or to be acting in breach or potential breach of these Terms and Conditions.
37. 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 Eligible Participants. For the avoidance of doubt, any extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign by CIMB shall not entitle any of the Eligible Participants or any other persons whatsoever to any claim or compensation against CIMB for any losses or damages suffered or incurred by the Eligible Participants as a direct or indirect result of the act of extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign.
38. By participating in this Campaign, the Eligible Participants hereby agree that CIMB shall not in any manner whatsoever be liable or held responsible to the Eligible 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.

39. CIMB shall not be liable to any Eligible 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, in relation to the participation or non-participation in this Campaign including arising from any non-receipt or delayed receipt by the Eligible Participants of the SMS unless the same shall arise from and are caused directly by CIMB's gross negligence or wilful default.
40. CIMB reserves 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 and/or display materials and/or information, including but not limited to the name, photos and city of residence of the Winner without compensation for advertising and publicity purposes. Non-compliance may result in an alternative Winner being chosen.
41. CIMB reserves the right upon giving prior notice of twenty one (21) calendar days to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("**Amendment**") any of the Terms and Conditions herein. Notification to Eligible Participants in respect of the Amendment shall 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 and CIMB's branches where detail provisions regarding the Amendment may be provided in the notice itself or may be provided to the Eligible Participants upon request; or by effecting an advertisement regarding the Amendment in one newspaper of CIMB's choice or by any other means of notification which CIMB may select and the Amendment shall be deemed as binding on the Eligible Participants as from the date of notification of the Amendment or from such other date as may be specified by CIMB in the notification. Eligible Participants acknowledge and agree to access CIMB's website at regular intervals to view the terms and conditions of the Campaign and to ensure that they are kept up-to-date with any changes or variations to these terms and conditions.
42. No compensation in cash or any kind shall be given to the Eligible Participants for any losses or damages suffered or incurred by the Eligible Participants as a direct or an indirect result of such amendment, variation, deletion, addition or alteration of the Terms and Conditions herein.
43. These Terms and Conditions shall be subject to the application of any prevailing laws, guidelines, directives, notices, regulations enacted and/or any other written laws or which are issued by Bank Negara Malaysia or any other body having supervisory authority over CIMB in relation to or which are applicable to the Campaign or any matters herein.
44. Any query, feedback, concern, issue or complaint by the Eligible Participant(s) pertaining to the Participating Card Account(s) under CIMB Islamic Bank shall be directed to CIMB Islamic Bank and CIMB Bank shall not be responsible for any matter relating to the Participating Card Account(s) under CIMB Islamic Bank.
45. These Terms and Conditions (as amended from time to time pursuant to Clause 41 shall prevail over any provisions or representations contained in any other promotional materials advertising this Campaign. These Terms and Conditions are to be read in conjunction with the prevailing CIMB Cardholder Terms and Conditions which shall apply in addition to the Terms and Conditions herein.

46. If there is any inconsistency (ies), conflict(s), ambiguity (ies) or discrepancy (ies) between the Bahasa Malaysia and English version of these Terms and Conditions herein, the English version of these Terms and Conditions shall prevail. Notwithstanding the aforementioned, where request had been made by the Eligible Participants and noted and acknowledged by CIMB in its records that the Bahasa Malaysia version of Cardholder Terms and Conditions has been selected by the Eligible Participants to govern the operation of the Eligible Participants' the Participating Card Account(s), then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
47. To the fullest extent permitted by law, CIMB expressly excludes and disclaims any representations, warranties or endorsement, implied or express, written or oral, of all Prizes and will not assume any responsibility for the Prizes offered under this Campaign. CIMB will not entertain any complaint whatsoever in connection with the Prizes.
48. The Prizes are offered and/or provided solely by the relevant merchant, under such terms and conditions as determined by such merchant 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, even if CIMB have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
49. By acceptance or receipt of the Prizes, the Eligible Participants agree 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 Eligible Participants' participation in the Campaign or receipt, redemption or use of the Prizes. All risks, loss or damage associated with the use of the Prizes shall be assumed by the Eligible Participants.
50. It shall be the winners' sole responsibility to ensure their mobile numbers and/or email addresses and/or mailing addresses ("**Contact Details**") provided to CIMB are current and updated with CIMB in the event if any changes being made to the same by them. CIMB reserves the right to forfeit the Prizes in the event the Winner(s)' Contact Details maintained in the CIMB's record is invalid and/or not updated. CIMB shall not be responsible to the Winner(s) for any loss (including loss of opportunity and consequential loss arising therefrom) suffered or incurred in the event the Contact Details maintained in CIMB's record are not current or correct.
51. For feedbacks and/or complaints related to this Campaign, the Eligible Participants may contact CIMB's Customer Resolution Unit bearing the following address, telephone and email address (or bearing such other address, telephone and email address which CIMB may change by notification to the Eligible Participants): CIMB Bank Berhad / CIMB Islamic Bank Berhad, Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan / Tel: +603 6204 7788 / Email: cru@cimb.com.