

TERMS AND CONDITIONS

Complimentary Unlimited Towing Campaign

1. Campaign

- 1.1 The “**Complimentary Unlimited Towing Campaign**” (“**the Campaign**”) is organized by CIMB Bank Berhad (hereinafter referred to as “**CIMB Bank**”) and Berjaya Sampo Insurance Berhad (198001008821 (62605-U) (hereinafter referred to as “**Insurer**”)
- 1.2 The Campaign shall commence from **01 April 2024 until 31 August 2024**, both dates are inclusive (“**Campaign Period**”).

2 Campaign Eligibility

- 2.1 To be eligible to participate in the Campaign, the following criteria must be met: -
- 2.1.1 Eligible Customers must successfully purchase the Secure Motor Insurance (“Secure Motor”) via **online** portal in CIMB Bank and pay the premium during the Campaign Period to entitle them participating in the Campaign. (hereinafter referred to as “**Eligible Customers**”).
- 2.2 The following individuals are **NOT eligible** to participate in this Campaign:
- 2.2.1 If such individual is a permanent, contract and/or temporary staff or employee of CIMB Bank (including its subsidiaries and related companies) who purchases the Secure Motor via Sync Up website or YODA.
- 2.2.2 If such individual purchases Secure Motor via any other CIMB channel other than CIMB online portal mentioned in 2.2.1

collectively referred to as “the Eligibility Criteria”.

3 Campaign Mechanics

- 3.1 For Secure Motor policy duly issued and purchased via CIMB online portal during the campaign period, the complimentary unlimited towing benefit will be stated in Secure Motor policy.
- 3.2 CIMB Bank is only a distributor of the Secure Motor underwritten by Berjaya Sampo Insurance Berhad, Registration No: 198001008821 (62605-U), an insurer registered with Bank Negara Malaysia under the Financial Services Act 2013 (“**Insurer**”).
- 3.3 The Secure Motor is not CIMB Bank’s product and therefore:
- (a) not an obligation of and not guaranteed by CIMB Bank and/or any of its subsidiaries and affiliates;
 - (b) CIMB Bank shall not be responsible or be held liable for any matter or claims arising from the Secure Motor provided by the Insurer; and
 - (c) the Insurer being the licensed insurer and underwriter of Secure Motor shall fully undertake the insurance obligations.
- 3.4 CIMB Bank will not be responsible for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected application of the Secure Motor or related correspondence whether due

to error, omission, alteration, tampering, deletion, theft, destruction or otherwise unless the same is caused directly by CIMB Bank's gross negligence or willful default.

- 3.5 Eligible Customers shall direct any query, feedback, concern, issue, or complaint pertaining to the use and/or purchase and/or subscription of Secure Motor to Insurer, for resolution.
- 3.6 Insurer, as the provider of Secure Motor shall attend to any matter relating to Secure Motor.

4. General Terms and Conditions

- 4.1 The Eligible Customers agree that by participating in the Campaign, they:
- a) are required to read and understand these Terms and Conditions;
 - b) have accessed, read and confirm their agreement to these Terms and Conditions;
 - c) confirm that the key contract terms affecting their obligations have been adequately explained to them;
 - d) consent to CIMB Bank processing and disclosing their personal data as well as any personal data of any individual which the Eligible Customers may share with CIMB Bank in accordance with the CIMB Group Privacy Notice at www.cimb.com.my;
 - e) agree that all decisions reasonably made by CIMB Bank in relation to every aspect of this Campaign shall be final, binding, and conclusive; and
 - f) agree that CIMB Bank shall not be liable or held responsible to the Eligible Customers if CIMB Bank is unable to perform in whole or in part any of its obligations in these Terms and Conditions attributable directly or indirectly to:
 - (i) the failure of any mechanical or electronic device, data processing system or transmission line;
 - (ii) electrical failure;
 - (iii) industrial dispute, war, strike or riot;
 - (iv) any act of God beyond CIMB Bank's control; or
 - (v) any factor which is beyond CIMB Bank's reasonable control.
- 4.2 The Eligible Customers will be disqualified from participating in the Campaign and /or the Complimentary Unlimited Towing will be forfeited if, during the Campaign Period and/or before the crediting/delivery of the Complimentary Unlimited Towing:
- a) The Eligible Customers are in breach of the terms and conditions governing Secure Motor.
 - b) The Secure Motor is terminated or closed or be made subject to any attachment, adverse orders made by the Court, or any authorities sanctioned by the laws; or
 - c) The Secure Motor is delinquent, invalid or cancelled by the Eligible Customers or CIMB Bank.
- 4.3 CIMB Bank shall have the right to disqualify any Eligible Customers that it determines to be:
- a) tampering with the application process; and/or
 - b) acting in breach of these Terms and Conditions.
- 4.4 CIMB Bank shall have the right to extend, shorten, discontinue, cancel, terminate or suspend the campaign by giving seven (7) calendar days prior notice to the Eligible Customers via:

- i) announcement at CIMB Bank's website; and/or
- ii) notice at CIMB Bank's branches; and/or
- iii) by any other means of notification that CIMB Bank may select.

For avoidance of doubt, CIMB Bank shall not be liable to the Eligible Customers for any losses, damages, costs or expenses as may be suffered or incurred by the Eligible Customers as a direct or indirect result of any cancellation, suspension, shortening or extension of the Campaign.

4.5 CIMB Bank shall not be liable to any Eligible Customers or any party for any losses, costs or damages (including but not limited to, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages) resulting from:

- a) The Eligible Customers' participation or non-participation in the Campaign; and/or
- b) Any non-receipt or delayed receipt by the Eligible Customers of the Short Message Service ("SMS") or eDM

unless such loss or damage arises from and is caused directly by CIMB Bank's gross negligence or willful default.

4.6 a) CIMB Bank shall have the right to vary, add, delete, or amend any of these Terms and Conditions ("Amendment") by giving twenty-one (21) calendar days prior notice to the Eligible Customers via:

- i) announcement at CIMB Bank's website; and/or
- ii) notice at CIMB Bank's branches; and/or
- iii) advertisement in one newspaper of CIMB Bank's choice; and/or
- iv) by any other means of notification that CIMB Bank may select.

b) The Amendment shall be considered as binding on the Eligible Customers from the date as specified by CIMB Bank in the notification.

c) If the changes are required by law or any rules, regulations, directives, notices and guidelines ("Regulations") then they will take effect in accordance with the law or Regulations and CIMB Bank will inform/give notice to the Eligible Customers about these changes as soon as possible.

d) Eligible Customers agree to access CIMB Bank'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 variation to these Terms and Conditions.

4.7 CIMB Bank will not be liable to the Eligible Customers for any loss, costs or damages suffered or incurred by the Eligible Customers as a direct or an indirect result of the Amendment.

4.8 The Eligible Customers shall fully indemnify and keep CIMB Bank indemnified against any fee, cost, charge, expense, loss, damage or liability, which CIMB Bank may incur as a result of Eligible Customers:

- a) participation in the Campaign; and/or
- b) receipt, redemption or use of the Complimentary Unlimited Towing and/or
- c) breach or failure to comply with these Terms and Conditions

4.9 These Terms and Conditions:

- a) shall prevail over any provisions or representations contained in any other materials advertising the Campaign; and

- b) are to be read together with the prevailing terms and conditions of CIMB Bank's product(s) and/or service(s) relating to the Campaign which shall apply in addition to these Terms and Conditions.
- 4.10 These Terms and Conditions are subject to and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia and other relevant regulatory bodies to which CIMB Bank is subject.
- 4.11 If CIMB Bank does not exercise a right that it has in these Terms and Conditions, this does not stop CIMB Bank from exercising that right or any other rights CIMB Bank has in the future.
- 4.12 The Eligible Customers agree that they will be responsible for any taxes, government fees or any other charges in relation to this Campaign.
- 4.13 CIMB Bank's website may contain links to other websites ("Third Party Links"). CIMB Bank has no control over, and do not monitor or review the contents of the Third Party Links. If the Eligible Customers do click on the Third Party Links, the Eligible Customers understand that they are accessing the Third Party Links at their own risk and CIMB Bank is not responsible for any losses the Eligible Customers may incur.
- 4.14 a) Eligible Customers may contact CIMB Bank's Customer Resolution Unit ("CRU") for any feedback and/or complaints in relation to this Campaign via letter, phone call and email:
- Address:** CIMB Bank Berhad, Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan
- Telephone No:** 603 6204 7788
- Email:** cru@cimb.com
- b) CIMB Bank may change the above contact details by notifying the Eligible Customers by way of an announcement at CIMB Bank's website or by any other means of notification that CIMB Bank may select.