

CIMB Bank Berhad's Terms and Conditions Governing Raya Sakan Bersama Octo 2024 Social Media Contest

Contest Period

1. Raya Sakan Bersama Octo 2024 ("Raya Sakan Bersama Octo 2024") Social Media Contest ("Contest") is organized by CIMB Bank Berhad ("CIMB"). The contest period shall commence on 25th March 2024 until 7th April 2024, both dates inclusive ("Contest Period").

Eligibility ("Eligibility Criteria")

2. This Contest is open to all Malaysians aged 18 years old and above, with a valid public Instagram profile during the Contest Period ("Eligible Participants").
3. The following individuals shall not be eligible to participate in this Contest:
 - a) Staff, representatives and/or agents of CIMB Bank Berhad.

Participating Criteria and Campaign Mechanics

4. There is no registration required for Eligible Participants to participate in this Contest. Eligible Participants must have a valid and public Instagram profile. Here's how to join:
 - a. There are three celebrity guests who will be invited to attend the Rumah Terbuka at the winner's homes on the dates stated at clause 4.c below namely:
 - A. Nadhir Nasar;
 - B. Nabila Razali; and
 - C. Dato Azizulhasni Awang,

hereinafter referred to as the "Celebrity Guest".

- b. Visit the Instagram page of these Celebrity Guest - **@nadhirnasar_ @nabila.razali @azizulhasniawang** and follow these steps under the contest post:
 - A. **Step 1:** Share your most memorable Rumah Terbuka moment in the comment below and tag @CIMBMalaysia and #RayaSakanBersamaOcto #MovingForwardWithYou
 - B. **Step 2:** Follow @CIMBMalaysia Instagram

C. **Step 3:** Make sure your account is public!

c. Celebrity Guest & Rumah Terbuka date:

Nadhir Nasar on : 20 April 2024 and 21 April 2024

Nabila Razali on : 20 April 2024

Dato Azizulhasni Awang on : 27 April 2024

The above dates, the timing of the Rumah Terbuka and the arrival time of the Celebrity Guest and the Celebrity Guest's length of stay at the Rumah Terbuka will be at the absolute discretion of CIMB.

5. For the avoidance of doubt, only submissions accessible and viewable by the Celebrity Guest and CIMB via Eligible Participant's Instagram profile during the Contest Period will qualify for the Contest.
6. By submitting an entry in strict compliance with clause 4, the Eligible Participant represents and warrants that he/she is the authorized account owner of the Instagram account that is used to submit the entry.
7. CIMB accepts no responsibility for any Contest submission disqualified owing to any racist sentiments, profanities or any other elements deemed inappropriate by CIMB or submission unsuccessfully submitted during the Contest Period due to technical or internet connectivity issues faced by the Eligible Participants. Submissions that are posted late, misdirected, incorrect or incomplete shall be disqualified. Participants are not to leave any comment that could be deemed rude or offensive or that violates Instagram's Terms of Use.

Winner Selection

8. A total of four (4) Eligible Participants with the most engaging and heartwarming comment on their most memorable Rumah Terbuka moment will be shortlisted ("Shortlisted Participant").
9. CIMB will contact Shortlisted Participants via Instagram Direct Message. The Shortlisted Participants will be required to provide their full name, date of birth, proof of following CIMB Malaysia Instagram, mobile number, house address and active email address ("Contact Details") for verification purposes. The Contact Details must be sent through Direct Message to the CIMB Malaysia Instagram.

10. If a Shortlisted Participant does not respond to CIMB's request for the Contact Details within twenty-four (24) hours of the request, the Shortlisted Participant shall be disqualified and CIMB reserves the right to select the next Shortlisted Participant.
11. Shortlisted Participants who respond with their Contact Details through Direct Message to the CIMB Malaysia Instagram within twenty-four (24) hours of CIMB's Direct Message will be declared a winner provided they comply with the Eligibility Criteria ("Winner").
12. CIMB reserves the right to disqualify any Winner who fails to comply with this Contest terms and conditions.
13. CIMB's decision is final and no correspondence thereon will be entertained.
14. The list of Winner(s) will be announced on 9 April 2024 on @cimbmalaysia and the Instagram page of the Celebrity Guest.

Prizes

15. The Winners of this Contest will be eligible for any of the following prize: -
 - a. 1 x Sponsored Rumah Terbuka:
 - (i) the total value of the sponsorship is capped at Ringgit Malaysia Fifteen Thousand (RM15,000) only ("Sponsorship Amount"), to be held at the Winner's home; and
 - (ii) attended by the respective Celebrity Guest on the date specified at clause 4.c above, (collectively, "Prize").
 - b. In order to claim for the Prize, the Winner is required to:
 - (i) have meetings/calls with CIMB prior to such Rumah Terbuka date for the discussions regarding the logistics and preparation for the same;
 - (ii) execute a separate contract with CIMB with respect to such sponsorship of the Rumah Terbuka on the terms and conditions acceptable to CIMB; and
 - (iii) redeem the Sponsorship Amount from CIMB by way of presentation of invoices for such Rumah Terbuka costs incurred from the vendors engaged by the Winner ("Engaged Vendors") such as food and beverages, table and tent set-up and decoration etc ("Supporting Documents") and thereafter, CIMB shall make payment of the same to the Engaged Vendors within twenty (20) days from date of CIMB's invoice of the Supporting Documents by deposit into the Engaged Vendors' bank account. For the avoidance of doubt, any additional costs beyond the Sponsorship Amount will be borne by the Winner

and any unused balance of the Sponsorship Amount cannot be redeemed by the Winner from CIMB.

16. The Prize as mentioned in clause 15 shall be subject to the following terms and conditions:

- a. The Prize is neither transferable nor exchangeable for cash or credit;
- b. The Prize may carry its own terms and conditions and these terms and conditions shall be applicable in addition to the terms and conditions contained herein;
- c. The Rumah Terbuka needs to be executed by the Winners on to the date specified at clause 4.c above, failing which, the Prize will be forfeited and any appeal for reimbursement of the Prize will not be entertained by CIMB;
- d. The Winners are not allowed to select the date of the Rumah Terbuka event nor change the address provided to host the Rumah Terbuka;
- e. The Winners are not allowed to request for a change of the Celebrity Guest;
- f. The Rumah Terbuka will only be for a period of five (5) hours only from 12PM to 5PM of which the Celebrity Guest will attend for a period of two (2) hours from 1PM to 3PM (“2-hour Special Appearance”);
- g. During the 2-hour Special Appearance, the Celebrity Guest will be there to meet and interact with the Winner and the guests of the Winner including photo takings. The Winners are not allowed to request the Celebrity Guest to do any other activities/performances such as singing etc.
- h. The Winner agrees and consents that if so required by CIMB, he/she shall make himself/herself available (without compensation) for interview or taking of still photos during the Rumah Terbuka event;
- i. The Winner consents to, authorises and the Winner confirms that he/she has duly obtained the consent of his/her guests, for CIMB:
 - (i) to be provided with his/her personal data and images and/or his/her guests images for the following purposes:
 - (i-i) provide and facilitate the Prize under the Contest;
 - (i-ii) any purpose related to or in connection with the Contest and/or Rumah Terbuka; (i-iii) for publicity and/or promotion purposes;
 - (i-iv) any other purposes that are required or permitted by law, regulations, guidelines and/or relevant regulatory authorities.

The Winner also warrants that no further consent from his/her guests is required in relation to the disclosure made by him/her to CIMB pursuant to the above clause and agree to indemnify CIMB against any losses, damages and or penalties which may be incurred by CIMB arising out this warranty.

The Winner further undertakes to inform CIMB promptly in writing if there is any change to his/her personal data given to CIMB earlier or his/her and/or his/her guests' consent referred to in the above clause is subsequently revoked by him/her and/or his/her guests.

CIMB shall have the right to terminate the provision of the Prize to the Winner if CIMB receives the Winner's notice of such revocation pursuant to the above clause.

17. Each Winner is only entitled to win and receive one (1) Prize only under this Contest.
18. No payment or compensation whether in cash, credit, other goods and services or in kind shall be made for any uncollected, lost, misplaced, defaced, stolen or damaged Prize. The Prize is not exchangeable for physical cash or credit of any kind.
19. Prize won in this Contest is not applicable with other CIMB offers, promotions or prizes/ rewards.

General Terms and Conditions

20. Eligible Participants shall be responsible for ensuring the accuracy of the details provided to CIMB for purposes of fulfilling this Contest. Eligible Participants acknowledge that CIMB shall not be held liable for any losses or damages suffered by any Eligible Participant in the course of this Contest whether arising from the provision of inaccurate details to CIMB or otherwise.
21. By participating in this Contest, Eligible Participants: -
 - a) agree to have read, understood and to be bound by the Terms and Conditions of this Contest;
 - b) agree that CIMB's decision on all matters relating to the Contest shall be final, conclusive and binding on the Eligible Participants and no further correspondence and/or appeal to dispute CIMB's decision shall be entertained;
 - c) agree to access CIMB's website from time to time to view the terms and conditions and ensure to be kept updated on any changes or variation to the terms and conditions;
 - d) consent to CIMB for processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice which can be found at <https://www.cimb.com/en/privacy-policy.html>;
22. CIMB reserves the right upon giving adequate notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("Revision") any of the terms and conditions

herein. Any Revision to the provisions herein shall be binding on the Eligible Participant and CIMB shall be deemed to have notified Eligible Participants of the Revision by its display at CIMB Malaysia's Instagram (<http://www.instagram.com/CIMBMalaysia>) or by any other means of notification which CIMB may select and the Revision shall be deemed binding on the Eligible Participant as from the date of notification of the Revision or from such other date as may be specified by CIMB in the notification.

23. Under no circumstances shall CIMB be liable for any loss and/or damage incurred by the Winner and/or his/her guests and/or the Celebrity Guest and/or any third parties, as the case may be, (including without limitation to the loss of income, profits or goodwill whether the same be direct or indirect, incidental, consequential, exemplary or punitive) nor shall CIMB be liable for any special damages to the Winner and/or his/her guests and/or the Celebrity Guest and/or any third parties, as the case may be, howsoever arising whether in contract, tort, negligence or otherwise, in connection with:

- (i) the Contest;
- (ii) the Prize(s);
- (iii) Rumah Terbuka organized by the Winner;
- (iv) any fraud, dishonesty, reckless or willful misconduct or negligence on the part of the Winner or the Engaged Vendors,

even if CIMB has been advised of the possibility of such loss and/or damages in advance, and all such loss and/or damages have been expressly excluded.

24. By participating in the Contest, Eligible Participants/Winner, as the case may be, hereby agree and irrevocably and unconditionally undertake to fully absolve CIMB of all liabilities and agree to indemnify CIMB (on full indemnity basis) and hold CIMB harmless against any claim by any third party and against any loss, damage, cost or expense (including solicitor's fees and cost) that CIMB may suffer or incur as a result of any acts or omissions of the Eligible Participants/Winner, as the case may be, in connection with:

- (i) the Contest;
- (ii) the Prize(s);
- (iii) Rumah Terbuka organized by the Winner;
- (iv) any fraud, dishonesty, reckless or willful misconduct or negligence on the part of the Engaged Vendors.

25. CIMB reserves the right to disqualify any of the Eligible Participants for any reason whatsoever as CIMB may in its absolute discretion deem fit to participate in the Contest and/or be entitled to the Prize and/or to forfeit the Prize in the event of non-compliance to the terms and conditions herein.
26. CIMB shall not be responsible for any tax implications that may arise from the Prize or the use thereof. Any tax filing obligation or any tax payment imposed by any authority as a result of receipt or usage of the Prize shall remain the sole responsibility of the winners of this Contest. It is the responsibility of each Eligible Participant to seek independent advice on the possible tax implications under this Contest.
27. Eligible Participants are at all times subject to all applicable terms and conditions as may be stipulated by CIMB in respect of the Contest including the Terms of Use of the relevant social media sites including Instagram and Facebook.
28. The Contest is not organized by or associated to Instagram and Facebook. The Eligible Participant however agrees to comply with all rules and regulations as may be imposed by Instagram and Facebook in respect of any posting thereon.
29. These terms are governed by the laws of Malaysia and the Eligible Participants submit to the exclusive jurisdiction of the courts of Malaysia in resolving any disputes arising from or in connection with these terms.
30. These terms and conditions shall prevail over any inconsistent terms or representations contained in any promotional materials advertising this Contest.
31. Eligible Participants may direct all Contest-related queries to CIMB Malaysia via the Direct Message function or comments function at <http://www.instagram.com/CIMBMalaysia>.
32. CIMB reserves the right to cancel, modify, suspend or delay the contest in the event of unforeseen circumstances beyond its reasonable control.