

## TERMS AND CONDITIONS GOVERNING CIMB FASTSAVER TRAVEL DRAW

CIMB FastSaver Travel Draw (the “Draw”) is open to all retail banking customers of CIMB Bank Berhad, Singapore Branch (“CIMB Bank” or “the Bank”) who maintain a CIMB FastSaver or CIMB FastSaver-i account with the Bank.

### Eligibility Criteria

- 1 An “Eligible Account” is a CIMB FastSaver or CIMB FastSaver-i account that has fulfilled all of the following criteria to qualify for the Draw:
  - (i) Account holder(s) must be natural person(s), and the account must not be held on behalf of or held for the benefit of any company or organisation; and
  - (ii) Account must be approved, opened and activated, having passed all necessary checks to the satisfaction of the Bank in order to qualify for the Draw.

CIMB Bank reserves the right to disqualify any Eligible Account that is deemed by the Bank (in its sole and absolute discretion) not to have been conducted in a proper and satisfactory manner from participating in the Draw. CIMB Bank’s decision on whether an Eligible Account holder is qualified to participate in the Draw will be final and conclusive.

### Qualifying Period

- 2 The Qualifying Period for each draw will commence on 1 November 2017 and end the last day of the month when the Bank secures the respective number of Eligible Accounts as reflected below.

Draw	Number of Eligible Accounts
Asia Draw	30,000
Oceania Draw	40,000
Europe Draw	55,000
North/South America Draw	75,000
Round the World Grand Draw	100,000

2.1 CIMB Bank reserves the right to change the duration and/or commencement and/or expiry date of the Qualifying Period.

2.2 We will determine the number of accounts attained to trigger a Draw every month-end.

2.3 Only Eligible Accounts with balances of not less than S\$1,000 during each month-end will count towards triggering a Draw and qualify for the Draw.

### Chances

3. Chances are awarded for maintaining minimum Average Daily Balances, the tenure an Eligible Account stays with the Bank and for referrals to the Bank as set out in the succeeding sections.

#### **3.1 Average Daily Balance (“ADB”)**

3.1.1 Chances will only be awarded to Eligible Account(s) with minimum ADB of S\$1,000

- (i) The ADB in the Eligible Account(s) is calculated on a monthly basis and is used to determine the number of chance(s) earned for the month. ADB is the sum of end-of-day account balances of all days in a particular calendar month, divided by the number of days in that month:
- (ii) If there are  $n$  days in a calendar month and  $Y1, Y2, Y3, \dots, Yn$  are the end-of-day account balances from Day 1 to Day  $n$  respectively, the ADB for the account will be:

$$\frac{Y1 + Y2 + Y3 + \dots + Yn}{n}$$

3.1.2 Eligible Account(s) opened from 1 November 2017 onwards will be awarded chance(s) every month in the Qualifying Period depending on the ADB for the month in accordance with the table below:

Average Daily Balance (“ADB”)	Chance(s)
Below S\$1,000	Nil
S\$1,000 to < S\$5,000	1
S\$5,000 to < S\$10,000	3
S\$10,000 to < S\$30,000	8
S\$30,000 and above	15

- (i) For example, there are 30 days in November 2017,
- the end-of-day account balance of an Eligible Account on each day between 1 November 2017 and 10 November 2017 (both dates inclusive) is S\$0 and,
  - the end-of-day account balance on each day between 11 November 2017 and 30 November 2017 (both dates inclusive) is S\$3,000, the ADB for the account for November is calculated as:

$$\frac{(\$0 \times 10) + (\$3,000 \times 20)}{30} = \$2,000$$

- (ii) If an Eligible Account is opened not on the 1<sup>st</sup> of a calendar month but on any other day, we will divide the sum of end-of-day balances by the number of days remaining in that month, starting from the date your account was opened.

### **3.2 Tenure of Eligible Account(s) with the Bank**

3.2.1 Eligible Account(s) opened before 1 November 2017 with a minimum day-end balance of S\$1,000 on 31 October 2017 in the Eligible Account(s) will be awarded one (1) chance for every month the account has been opened until 31 October 2017.

For example, if an Eligible Account was opened on 30 January 2016 and has a day-end balance of S\$1,000 on 31 October 2017, chances awarded will be:

$$\text{January 2016 to October 2017} = 22 \text{ months (i. e. 22 chances)}$$

3.2.2 Eligible Account(s) with a minimum ADB of S\$1,000 in any particular month will be awarded one (1) chance for every month from 1 November 2017 onwards that the account remains with us in the Qualifying Period.

### **3.3 Referrals**

3.3.1 Any account holder of an existing Eligible Account with minimum ADB of S\$1,000 who successfully refers (“Referrer”) customer(s) (“Referred Account Holder”) to open a new Eligible Account within the Qualifying Period and which is activated within 30 calendar days from the date of account opening (“Referral”) will be awarded additional chances. Any one of the Referred Account Holder(s) must not currently have or have had a CIMB FastSaver or CIMB FastSaver-i account in the 12 months before the Referral.

3.3.2 Any one of the Referred Account Holder(s) must not be a staff of the Bank at the point of account opening.

- 3.3.3 In the event, where more than one Referrer refers the same Referred Account Holder(s) during the Qualifying Period, the Referrer that is indicated in the Referred Account Holder(s)' duly completed account opening form first received by the Bank will be considered the Referrer for this Referral. Notwithstanding the aforesaid, the Bank reserves the right to determine in its absolute discretion, the Referrer in respect of that Referral and the Bank is not obliged to share any records. The Bank's decision on such matters will be conclusive and binding.
- 3.3.4 Each Referrer will only be regarded as having referred the same Referred Account Holder(s) once, regardless of the number of Eligible Accounts opened by the Referred Account Holder(s).
- 3.3.5 The Referrer must not be the joint account holder of the new Eligible Account opened by the Referred Account Holder(s).
- 3.3.6 For each successful Referral, ten (10) chances will only be awarded to the Referrer's Eligible Account(s) with ADB of S\$1,000. In the event that the Referrer has multiple Eligible Accounts with minimum ADB of S\$1,000 each, at the end of each month, chances earned will be divided equally and rounded down, if applicable, and awarded to each of these accounts.

For example, if (a) the Referrer made two (2) successful Referrals where a total of 20 chances will be awarded, (b) Referrer has three (3) Eligible Accounts with minimum ADB of S\$1,000 each and one (1) Eligible Account with ADB of S\$500, chances awarded to the Referrer's each Eligible Account will be:

$$\frac{(2 \text{ successful referral} \times 10 \text{ chances})}{3 \text{ Eligible Accounts with min. ADB S\$1000}} = 6.66 \text{ chances (rounded down)}$$

*= 6 chances to each Eligible Account*

For the avoidance of doubt, the Eligible Account with S\$500 was not used in the above computation and will not obtain any chances arising from the Referral.

- 3.3.7 If the chance awarded is less than one (1) to each Eligible Account with minimum ADB of S\$1,000, One (1) chance will be awarded.
- 3.3.8 To earn chances for Referrals, the Referred Account Holder(s) must have obtained the appropriate consent from the Referrer to permit the Referred Account Holder(s) to disclose the Referrer's personal data to CIMB for the purpose of this Draw. The Referred Account Holder(s) must indicate the Referrer's Name and Identification No. in the Eligible Account application form in the following manner:
- |                                  |                                   |
|----------------------------------|-----------------------------------|
| <b>Referred By</b>               | : <Referrer's Name>               |
| <b>His/Her NRIC/Passport No.</b> | : <Referrer's Identification No.> |
- 4 Chances earned by each Eligible Account each calendar month will be accumulated and updated by the 7<sup>th</sup> of the succeeding calendar month, or such date that may be practicable. The accumulated chances awarded to an Eligible Account will be updated once every month and will be available for viewing via [www.cimbclicks.com.sg](http://www.cimbclicks.com.sg) or CIMB *Clicks* Singapore mobile app by the account holder with a registered CIMB *Clicks* account after the 7<sup>th</sup> of the succeeding calendar month, or such date that may be practicable.

- 5 An Eligible Account must not be closed before each draw takes place and before any prize is awarded to any Winner(s). All chance(s) awarded to an account will be eliminated if an Eligible Account(s) is closed during the Qualifying Period. Such chances cannot be reinstated.
- 6 CIMB Bank reserves the right to review and adjust the number of chances awarded to any Eligible Account without prior notice if the Eligible Account is determined by the Bank to have fulfilled / not fulfilled the eligibility criteria or any of the terms and conditions of the Draw, after the awarding of chances. CIMB Bank's decision will be conclusive and binding.
- 7 All chances awarded to an Eligible Account are strictly not transferable nor assignable.

## **8 The Draw**

- 8.1 Each draw shall be conducted by the Bank within sixty (60) calendar days (or such other time that the Bank may determine at its sole discretion) after the end of each relevant Qualifying Period.
- 8.2 The chances for each Eligible Account will be aggregated, and the winning account will be selected at random by such means and methods (which may be manual or automated) as the Bank may determine in the presence of an external auditor or otherwise as advised by an external auditor. The account holder(s) of the winning account ("Winner(s)") will be notified by post within thirty (30) calendar days after the date of each draw (or such other time that the Bank may determine at its sole discretion). The Bank shall have the right to publish the name(s) and NRIC/passport number(s) of the Winner(s) in the newspapers and other promotional, advertising or publicity materials.
- 8.3 The Bank reserves the right to select a reserve winning account and accordingly select reserve Winner(s) to replace any winning account/Winner(s), and/or forfeit the Prize to the Winner(s), or donate the Prize or its equivalent value to charity, or deal with the Prize in any other manner that the Bank deems fit, if:
  - (i) any Winner(s) is/are subsequently found to be disqualified or not eligible for the Draw/the Prize for any reason whatsoever and/or has breached any of the terms and conditions of the Draw;
  - (ii) the Bank does not receive any acknowledgement from the Winner(s) within 21 calendar days from date of Bank's notification;
  - (iii) none of the account holders of the winning account are able to travel or otherwise utilise the Prize (it is a requirement that the Prize is utilised personally by at least one account holder of the winning account), or the account holders of the winner account are not able to agree in the case set out in clause 9.2 below.
- 8.4 The Bank's determination of any such matters including the eligibility or the disqualification of the Winner(s) shall be final, binding and conclusive. CIMB Bank is not obliged to provide any reasons or evidence for the Draw results. No person shall be entitled to any payment or compensation from CIMB Bank should any Prize be forfeited or reclaimed for any reason whatsoever.
- 8.5 The Winner(s) of each draw will be eligible for the subsequent draws, provided the Eligible Account(s) is not closed.

## **9 Winners and Nominees**

- 9.1 The winning account must not have less than S\$1,000 when drawn or during any such other time or period that the Bank may decide in its sole and absolute discretion.
- 9.2 If the winning account has only one (1) account holder, he/she can nominate a person ("Nominee") to travel with.
- 9.3 If the winning account has two (2) or more account holders, the account holders must decide amongst themselves the two (2) to travel. If only (1) one account holder can travel, the

account holders can nominate a Nominee to travel with the traveling account holder and write in to seek the Bank's concurrence before making any travel arrangements with the Bank or its travel partners. CIMB Bank will not be responsible for the decisions taken.

9.4 In the event of conflicting multiple nominations submitted to the Bank, the Bank reserves the right to act on the first nomination received. The Bank's decision on the final nominee shall be at its sole discretion, and final and conclusive. No correspondence will be entertained.

9.5 The Nominee must be sixteen years old and above.

9.6 The Winner(s) and Nominee (if applicable) must not:

- (i) be an employee of CIMB Bank (and its affiliates) or the spouse of such an employee;
- (ii) be insane or deceased; or
- (iii) be insolvent or have any legal proceedings of any nature instituted against them within the 12 months before the date of notification of the Winner(s)

9.7 The leave allowance is only due to the Winner(s) and/or Nominee, depending on who is travelling.

## 10 Prizes

There will be five (5) draws consisting of four (4) draws with prize destinations to Asia, Oceania, Europe and North/South America ("Continent Draw(s)") and one (1) Round the World Grand Draw awarding a trip to travel around the world.

The prize for each draw (each a "Prize") is summarised below:

Name of Draw	Prizes
Asia Draw	A pair of return Business Class air tickets and 5-Star accommodation for six (6) nights in Asia and leave allowance
Oceania Draw	A pair of return Business Class air tickets and 5-Star accommodation for six (6) nights in Australia/Oceania and leave allowance
Europe Draw	A pair of return Business Class air tickets and 5-Star accommodation for six (6) nights in Europe and leave allowance
North/South America Draw	A pair of return Business Class air tickets and 5-Star Accommodation for six (6) nights in North/South America and leave allowance
Round the World Grand Draw	A pair of return Business Class air tickets around the world, 5-Star Accommodation, S\$10,000 spending allowance and leave allowance

### 10.1 Destinations, Air tickets and Accommodation

(a) The prizes for each Continent Draw consists of:

- (i) Two (2) return Business Class air tickets solely (excluding transits) to destination(s) in each relevant continent departing from Singapore
- (ii) 5-Star Accommodation for a maximum of six (6) nights for two (2) persons on a twin-sharing basis

(b) The prizes for the Round the World Grand Draw consists of:

- (i) Trip for two (2) persons to at least four (4) out of six (6) selected continents by Business Class from Singapore for a maximum of thirty-five (35) days
- (ii) 5-Star Accommodation for two (2) persons on a twin sharing basis

## **10.2 Leave Allowance**

10.2.1 Leave allowance to assist the Winner(s) and/or Nominee in their leave arrangements, up to a maximum of S\$2,500 per person for Continent Draws and up to a maximum of S\$10,000 per person for the Grand Draw, for a maximum of up to two (2) persons for each draw, subject to the following:

- (i) The Leave Allowance will be credited into the winning account within thirty (30) calendar days before the date of travel as agreed between the Winner(s) and/or Nominees, the Bank and its travel partners.
- (ii) The Bank will not apportion the Leave Allowance or credit into any other account other than the winning Eligible Account.
- (iii) The Winner(s) and/or Nominee are required to provide an official payslip(s) from his/her employer or company statements or latest Notice of Assessment or such other form of income proof acceptable to CIMB Bank at least sixty (60) calendar days before the date of travel. Failure to provide the proof of income will result in the ineligibility to receive the Leave Allowance.
- (iv) The Bank will base on the income document(s) provided by the Winner(s) and/or Nominee to compute the monthly salary and award the amount according to the number of days of travel (Both departure and arrival dates inclusive) to the Winner(s) and/or Nominee at its sole discretion.
- (v) CIMB Bank reserves the right to deduct the equivalent amount (if Leave Allowance was awarded) from the winning Eligible Account or seek reimbursement from the Winner(s) if the travel does not occur.
- (vi) Any amount or eligibility as to Leave Allowance as determined by the Bank is final and conclusive.

For the avoidance of doubt, in the event it is unnecessary for the Winner(s) and/or Nominee(s) to take no pay-leave to utilise the Leave Allowance, we will still award the Leave Allowance, subject to appropriate income verification.

## **10.3 Travel Allowance**

- (i) Travel allowance is only applicable for the Round the World Grand Draw
- (ii) The Travel Allowance of S\$10,000 will be credited into winning account within thirty (30) calendar days before the date of travel as agreed between the Winner(s) and/or Nominee, the Bank and its travel partners.
- (iii) The Bank will not apportion or credit the Travel Allowance into any other account other than the winning Eligible Account.
- (iv) CIMB Bank reserves the right to deduct the Travel Allowance (if Travel Allowance was awarded) from the winning Eligible Account or seek reimbursement from the Winner(s) if the travel does not occur.

11 Prizes are non-transferable and cannot be exchanged for cash or other prizes.

- 12 Prizes are subject to availability and may be replaced at the bank's sole discretion without liability. For example, in the event that a Business Class flight is not available, the Bank may, through its travel partners, offer an Economy Class flight instead.
- 13 Any participant/Winner who submits his/her photographs to the Bank for the purposes of or related to the Draw grants a worldwide, irrevocable, perpetual, royalty-free licence to CIMB Bank to feature any or all of the submitted photo(s) in any advertising, promotional and publicity activities.
- 14 The Bank may at its sole discretion at any time substitute or replace the Prize with any other prize of similar or equivalent value, such value shall be determined by the Bank at its sole discretion, or based on availability as determined by the Bank's appointed service provider. The Bank makes no representation or warranty whatsoever as to the quality or fitness for purpose or any other implied terms or conditions concerning to the Prize. The Bank is not liable for any injury, loss or damage whatsoever, whether direct or indirect, arising from or in connection with the Prize. The recipient and/or other person(s) who benefit from using the Prize are deemed to accept and enjoy the Prize at their own risk.
- 15 The Winner(s) and/or Nominee shall, if required by CIMB Bank, attend any prize presentation and participate in any advertising, promotional and publicity activities relating to or in connection with the Draw at his/her own cost. The failure by the Winner(s) and/or Nominee to agree to or to participate in any of our activities as requested by the Bank may result in his/her disqualification and the Prize may then be awarded by the Bank to the reserve Winner(s).
- 16 The Winner(s) for each draw shall provide the Bank and the appointed travel agency for concurrence and necessary arrangements:
  - 16.1 The destination(s) and departure date(s) for each relevant draw no later than ninety (90) calendar days from the date of notification by the Bank.
  - 16.2 Winner(s) and/or Nominee must depart no later than twelve (12) calendar months from the date of notification by the Bank.

The Bank reserves the right to select a reserve winning account and reserve Winner(s) to replace any winning account/Winner(s), and/or forfeit the Prize to the Winner(s), or donate the Prize or its equivalent value to charity, or deal with the Prize in any other manner that the Bank deems fit, if the Winner(s) fails to comply with clause 16.

### **General**

- 17 Only Eligible Accounts that are maintained in good standing and conducted in a proper and satisfactory manner as determined by the Bank in its sole discretion at the time of fulfilment will be eligible for the prizes.
- 18 By participating in the Draw, all holders of the Eligible Accounts are deemed to have granted CIMB Bank the right to:
  - (i) disclose and/or publish (all of) their details including but not limited to their names and identification numbers to any party in any medium as the Bank may in its absolute discretion deem fit for any reason whatsoever;
  - (ii) use, amend, modify, adapt, reproduce, publish any still or moving images of them that are taken in relation to the Draw, for any promotional or marketing or commercial or any other purposes as the Bank may in its absolute discretion deem fit without any payment or compensation; and
  - (iii) use their details and likenesses for promotional or marketing purposes.



- 19 By participating in the Draw, all participants and Nominees consent to CIMB Bank's Terms and Conditions Governing Personal Data Protection Act (2012) (available on [www.cimbbank.com.sg](http://www.cimbbank.com.sg)).
- 20 By participating in the Draw, all participants and Nominees agree and consent that CIMB Bank may use, disclose and process personal data provided by the Customers for one or more of the purposes stated in CIMB Bank's Terms and Conditions Governing Personal Data Protection Act (PDPA) 2012 (available on [www.cimbbank.com.sg](http://www.cimbbank.com.sg)), and for the following purposes:
  - a) publishing and/or displaying the names of the Winner(s) of the Draw;
  - b) administering and conducting the Draw, including the announcing the results of the Draw, identifying and contacting the Winner(s); and/or
  - c) Providing their personal particulars to the Bank's appointed travel agency for the purpose of awarding the Prize(s)
- 21 The Bank works with partners (including travel agencies) to facilitate the Draw. By participating in the Draw, all participants and Nominees agree and consent to utilise the services of these partners, subject to terms and conditions that may be imposed by these partners.
- 22 The destination(s) awarded to the Winner(s) does not represent that travel to such destination(s) is without risk. Winner(s) may also be subject to the terms and conditions provided by the appointed travel agency and associated partners. The Bank does not represent parties other than itself and will not negotiate on behalf of the Winner(s).
- 23 By participating in this Draw, all Eligible Account holders also hereby agree and irrevocably and unconditionally undertake to fully absolve CIMB Bank of all liabilities and agree to indemnify CIMB Bank (on a full indemnity basis) and hold CIMB Bank harmless against any claim by any third party and any loss, damage, cost or expense (including solicitor's fees and cost) that CIMB Bank may suffer or incur as a result of or in connection with the Draw and/or Prize.
- 24 CIMB Bank's decision on all matters relating to the Draw is final, binding and conclusive. No queries, appeals or protests will be entertained. CIMB Bank shall not be obliged to enter into any correspondence on any matter with any party concerning the Draw.
- 25 CIMB Bank reserves the right to change, revoke, amend and/or vary the mechanics and/or the terms and conditions of the Draw and/or the terms and conditions pertaining to the Prize(s), or suspend or terminate the Draw in its absolute discretion at any time without liability and such changes shall be binding on participants with effect from the date CIMB Bank places notice of such changes on its Facebook page and/or Singapore website.
- 26 CIMB Bank shall not be liable in any way to any account holder or any other person for any loss or damage or expenses arising in connection with this Draw, howsoever arising, including without limitation, from any late or non-notification, any delay or error in processing of account opening or account-related instructions, any error in computing chances, any technical, hardware or software breakdown, malfunction or defects, lost or unavailable network connections, any failed, delayed or incorrect transactions (including, but not limited to cheque processing, funds transfers, etc), or any notice that is lost or misdirected.
- 27 Under no circumstances shall CIMB Bank be liable for any loss and/or damage incurred by any party (including without limitation the loss of income, profits or goodwill whether the same be direct or indirect, incidental, consequential, exemplary or punitive) nor shall CIMB Bank be liable for any special damages to any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Draw and/or the Prize, even if CIMB Bank had been advised of the possibility of such losses and/or damages in advance, and all such losses and/or damages have been expressly excluded
- 28 CIMB Bank assumes no responsibility for incomplete, lost, late, damaged, illegible, misdirected forms and/or other forms of communication which may result in the ineligibility of the Eligible Account(s) to participate in the Draw.



- 29 CIMB Bank reserves the right to amend, revoke, vary or add to the terms and conditions of the Draw or terminate the Draw or any of its governing terms in its absolute discretion at any time without any liability and such changes shall be binding on Customers with effect from the earliest of the following:
- a) the date CIMB Bank places notice of such changes on its Singapore website;
  - b) the day after CIMB Bank sends notice of such changes to the Customer's last known address in the records of CIMB Bank by ordinary post;
  - c) the day after CIMB Bank sends notice of such changes to the Customer by short messaging system (SMS) or electronic mail; and/or
  - d) the date CIMB Bank places such notice at all of its branch(es) in Singapore.
- 30 In the event of any inconsistency between these terms and conditions and any application form, brochure, marketing or promotional material relating to the Draw, these terms and conditions shall prevail.
- 31 CIMB Bank's Terms and Conditions Governing the Operations of Deposits Account and Terms and Conditions Governing Electronic Banking Services (available on [www.cimbbank.com.sg](http://www.cimbbank.com.sg)) apply.
- 32 These terms and conditions shall be governed by the laws of Singapore and the account holders of the Eligible Accounts irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 33 A person who is not a party to any agreement governed by these terms and conditions shall not have any right under Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.
- 34 **Deposit Insurance Scheme**  
Singapore dollar deposits of non-bank depositors and monies and deposits denominated in Singapore dollars under the Supplementary Retirement Scheme are insured by the Singapore Deposit Insurance Corporation, for up to S\$50,000 in aggregate per depositor per Scheme member by law. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured.