

## **MoneyX x CIMB PETRONAS Visa Platinum-i & PETRONAS Visa Infinite-i Credit Card Digital Acquisition Campaign Terms and Conditions**

The MoneyX x CIMB PETRONAS Visa Platinum-i & PETRONAS Visa Infinite-i Credit Card Digital Acquisition Campaign ("**Campaign**") is jointly organised by Hextech Vision Sdn Bhd (formerly known as Hextar Vision Sdn.Bhd.) ("**MoneyX**") [Registration No. 202101032720 (1433020-A)] and CIMB Islamic Bank Berhad (Registration No. 200401032872) ("**CIMB**"), hereinafter jointly referred to as "the Organiser". By participating in this Campaign, each Eligible Applicant hereby confirms that they have accessed, read and understood the Campaign Terms and Conditions, and expressly agree to be bound by the Campaign Terms and Conditions and the decision of the Organizer in all matters relating to this Campaign which shall be final and binding.

### **1. Campaign Period**

- 1.1. This Campaign commences from 1 September 2024 (00:00 GMT +08) and expires on 28 February 2025 (23:59 GMT +08), both dates inclusive ("Campaign Period"). The Organiser reserves the right to reverse or modify the Campaign Period without prior notice or assigning any reason whatsoever, and applications received after the Campaign Period (and any modifications thereto) will not be considered. If the Campaign Period is revised, the number of gifts may be prorated according to the Campaign's revised duration at the Organiser's discretion.

### **2. Eligibility**

The Campaign is open to applicants who meet all the following criteria ("**Eligible Applicants**"):

- 2.1. New-to-Card ("**NTC**") applicants (customers who do not own a credit card issued by CIMB) who applies for new CIMB principal credit card(s) issued by CIMB in Malaysia during the Campaign Period; and
- 2.2. Individuals who apply for the CIMB PETRONAS Visa Platinum-i Credit Card and/or CIMB PETRONAS Visa Infinite-i Credit Card ("**Eligible CIMB Credit Card**") through CIMB PETRONAS Visa Platinum-i Credit Card or CIMB PETRONAS Visa Infinite-i Credit Card online application form accessed via MoneyX touchpoints, located within MoneyX's mobile application ("**MoneyX App**") and non MoneyX App. MoneyX App touchpoints include but not limited to in-app communications and/or promotional banners; while non MoneyX App touchpoints include but not limited to articles available on MoneyX website and/or MoneyX social media. MoneyX App and non MoneyX App touchpoints shall also herein collectively be referred to as ("**MoneyX Platform**"); and
- 2.3. Applicants must be at least 21 years old and possess a valid Malaysia Identification Card (MyKad); and
- 2.4. Applicants who have active and registered MoneyX Accounts; and

- 2.5. Applicants must have successfully completed the **Upload EKYC** process in MoneyX App; and
- 2.6. Applicants must have successfully apply for an **Eligible CIMB Credit Card** on MoneyX Platform within the Campaign Period.
- 2.7. Applicants' application for the Eligible CIMB Credit Card must be approved by CIMB within 7 working days as per the Campaign Approval Period below:

**Campaign Approval Period**

Application Period	Eligible CIMB Credit Card Approval Period
1 September 2024 – 28 February 2025	1 September 2024 – 11 March 2025

**3. Ineligible Applicants**

The following categories of applicants are **NOT** eligible to participate in this Campaign:

- 3.1. Permanent and/or contract employees of CIMB Group (including its subsidiaries and related companies) and their respective immediate family members.
- 3.2. Representatives, vendors, suppliers, intermediaries and/or agents (including advertising and campaign agents) of CIMB and their respective immediate family members.
- 3.3. Individuals below the age of twenty-one (21) years at the time of application.
- 3.4. Any person who has committed or suspected of committing any misconduct, fraudulent or wrongful acts in relation to any CIMB card(s) or account(s), any facility, service, or accommodation granted by CIMB at any time.
- 3.5. Principal cardholder(s) holding an existing CIMB credit card.
- 3.6. Cardholder(s) who have cancelled CIMB Credit Card(s) within the six (6) months prior to the date of application for the Campaign and is re-applying for a CIMB principal credit card under this Campaign.
- 3.7. New-To-Card applicants who have joined other concurrent CIMB credit card offers related campaign(s) organized by CIMB/its online aggregator/its marketing partner (if any) during the Campaign Period.
- 3.8. An applicant whose Eligible CIMB Credit Card application is received after the Campaign Period.
- 3.9. Applicants who apply for other CIMB Credit Cards apart from the Eligible CIMB Credit Card via MoneyX App's in-app product listing page.

- 3.10. By participating in this Campaign, the applicant(s) represents and confirms that he/she does not fall within the categories of persons/entities excluded at Clause 3.1 until Clause 3.9 above.

#### **4. Application Submission & Review**

- 4.1. Applicants must apply for an Eligible CIMB Credit Card accessed through MoneyX Platform.
- 4.2. Applicants must provide true and accurate information and supporting documents required for the application for any Eligible CIMB Credit Card to CIMB. The Organiser shall not be liable and/or responsible for, in any manner, any delayed, incomplete, incorrectly submitted, corrupted application or related correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise.
- 4.3. Upon each applicants' successful registration for any Eligible CIMB Credit Card, the applicant will be required to complete the **Upload EKYC** in MoneyX App to be eligible to claim their Campaign gift.
- 4.4. Each application is subject to verification by the Organiser to ensure compliance with the requirements stipulated herein. The Organiser reserves the exclusive right to approve or reject / disqualify applications submitted on MoneyX Platform without assigning a specific reason, and the Organiser shall not, in any way, be liable and/or responsible for such approval or rejection / disqualification.
- 4.5. Applicants acknowledge that due to system failure or system downtime, access to MoneyX and CIMB may occasionally be unavailable or limited due to hardware or software failure, overloading of system capacity, damage from natural events or disasters, interruption of power systems, legal or regulatory restrictions as well as other causes outside of the Organiser's control. The Organiser shall not be liable and/or responsible for, in any manner, any delays, loss and/or damage which may have been incurred as a result of such unavailability.

## 5. Campaign Mechanics and Conditions

- 5.1. Each Eligible Applicant shall only be eligible to claim one (1) Campaign Gift during the Campaign Period irrespective of the total number of Eligible CIMB Credit Card successfully registered for.

Category	Campaign Gift	Criteria
Cashback	RM100 worth of Touch 'n Go eWallet Reload PIN	1. Apply for an Eligible CIMB Credit Card accessed through MoneyX Platform; and 2. Activate the approved Eligible CIMB Credit Card ; and 3. Perform minimum spend of RM500 (“Eligible Retail Spend”) with the Eligible CIMB Credit Card, within 60 calendar days from the Card Approval Date.

- 5.2. The minimum spend of RM500 (“Eligible Retail Spend”) with the Eligible CIMB Credit Card can be performed through cumulative transactions.

- 5.3. Eligible Retail Spend for the Campaign shall mean purchase for goods and/or services include online purchase, local and/or overseas retail transaction charged to any of the Eligible Participant’s credit card account during the Qualifying Period. For the avoidance of doubt the following transactions are herein expressly excluded and shall not be treated as an Eligible Retail Spend(s):-

- a) Cash advance/withdrawal/deposit transactions;
- b) Quasi Cash transactions – (example: betting and/or gaming transactions);
- c) Monthly installments under any installment payment facility provided by CIMB or any other financial institutions or funds transfer from other Financial Institutions;
- d) Payment of annual fees or service charges, delivery charges, cash payments, card replacement fees, dispute charges, fraud charges or any other fees, charges or penalties whether imposed by CIMB or otherwise;
- e) Eligible Retail Transaction which is subsequently cancelled or refunded, or any other disputed, unauthorized or fraudulent transactions; or
- f) JomPAY, FPX, and/or Duitnow QR transactions;

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

- 5.4. The Organiser reserves the right to vary the Campaign Period at any time and at its sole discretion, with no liability to any applicants, in accordance with Clause 1.

5.5. The Eligible Applicants who have successfully met the Campaign Mechanics and Conditions shall hereinafter be referred to as the “Eligible Winner(s)”.

## 6. Campaign Gift Fulfilment

6.1. The Eligible Winner(s) will be notified by MoneyX within 60 working days from the expiration of the Campaign’s 60-day minimum spend period, or such other date as deemed necessary at the Organiser’s sole discretion. MoneyX will provide gift claim instructions to the Eligible Winner(s) via email, or any other applicable mode of communication deemed fit by MoneyX. The Organiser shall not be liable and/or responsible for, in any manner, any non-receipt or delayed notification to the Eligible Winner(s).

For steps on how to claim the Campaign Gift, please refer to: [www.moneyx.com.my](http://www.moneyx.com.my)

6.2. The Campaign Gift Fulfilment timeline will be in batches as follows:

Application Period	MoneyX to notify Eligible Winner(s) by
1 September 2024 – 30 September 2024	10 March 2025
1 October 2024 – 31 October 2024	14 April 2025
1 November 2024 – 30 November 2024	9 May 2025
1 December 2024 – 31 December 2024	10 June 2025
1 January 2025 – 31 January 2025	10 July 2025
1 February 2025 – 28 February 2025	7 August 2025

6.3. The Eligible Winner(s) shall be solely responsible for completing their gift claims in a timely manner, and to provide accurate and up-to-date details to allow MoneyX to arrange delivery of the Campaign Gift. All costs, fees and/or expenses relating to the Campaign and any claims for Campaign Gift(s) shall be borne solely by the Eligible Winner(s). All risks, loss or damage associated with the redemption or use of the Campaign Gift shall be solely assumed and borne by the Eligible Winner(s). The Organiser shall not be liable and/or responsible for, in any manner, the Eligible Winner(s)’ failure to comply with Clause 6.

6.4. Campaign Gifts are subject to availability. In the event of unforeseen circumstances, the Organiser reserves the right to substitute any of the Campaign Gifts with alternative gifts without notice, at the Organiser’s absolute discretion. The Organizer shall not be held liable for any losses, claims, demands, costs, damages and expenses arising from the substitution of the Campaign Gifts.

6.5. The Organiser reserve the rights to end or extend the Campaign subject to management's approval once the Campaign Gifts are fully utilised.

6.6. It is the Eligible Winner(s)’ sole responsibility to claim their Campaign Gift from MoneyX on or before **[refer to the table in section 6.2]** or any other period as determined by the Organiser at its sole discretion (“Claim Period”). The Organiser reserves the right not to entertain any claim received outside the Claim Period. Should the Eligible Winner(s) fail to claim the Campaign Gift within the Claim Period,

the Organizer reserves the right to forfeit the Campaign Gift or award the Campaign Gift to another Eligible Winner(s).

- 6.7. Campaign Gifts cannot be transferred to other parties, are not refundable and not exchangeable for cash, credit, vouchers or other goods, for any reason whatsoever.
- 6.8. The Organizer reserves the right to disqualify any applicant who has failed to comply with any of the Campaign Terms and Conditions and/or who has submitted incomplete or inaccurate data and/or is found or suspected to commit any misconduct, fraudulent or wrongful acts in relation to this Campaign, without prior notice.
- 6.9. Eligible Winner(s) will not be entitled to receive any other gift/prize/reward in conjunction with CIMB's other ongoing acquisition campaign/marketing partner campaign/online aggregator.
- 6.10. The Eligible Winner whose Eligible CIMB Credit Card is suspended, closed, cancelled or terminated for any reason during the Campaign Period or prior to receiving the Campaign Gift will not be entitled to Campaign Gift under this Campaign.

## **7. Use of Personal Data**

By participating in this Campaign, each applicant consents to the use of their personal data by the Organizer for the purposes of the administration of this Campaign and any other purposes to which the applicant has consented, such as the Platform Agreement and Privacy Policy published at [moneyx.com.my](http://moneyx.com.my) and the CIMB Group Privacy Notice at [www.cimb.com.my](http://www.cimb.com.my).

## **8. Acceptance of Terms and Conditions**

- 8.1. By participating in this Campaign, each applicant agrees and consents to the use of their names, photos and/or other information provided for current and future publicity purposes at no fees / costs and authorise the disclosure of their personal information to the Organizer's service providers and/or Campaign partners for purposes of this Campaign.
- 8.2. By participating in this Campaign, each applicant agrees to also be bound and subject to any other terms and conditions imposed by the Campaign partners or sponsors, including but not limited to the delivery and claim of the Campaign Gifts. The Organizer shall not be liable and/or responsible for, in any manner, any losses, costs, claims, demands, expenses and liabilities of any nature arising from or relating to the applicant's participation of this Campaign, including the redemption of any Campaign Gift(s).
- 8.3. The Organizer reserves the right to cancel, terminate or suspend the Campaign without notice. Any cancellation, termination or suspension of the Campaign by the Organizer shall not entitle any applicant to any claim or compensation against the

Organiser for any loss or damage incurred by the applicant as a direct and indirect result of such cancellation, termination or suspension.

- 8.4. The decisions of the Organiser in relation to every aspect of the Campaign, including but not limited to the type of Campaign Gift, shall be deemed final and conclusive under any circumstance and no complaint from any applicant will be entertained. The decisions of The Organiser are final, conclusive, and binding and no further appeal, enquiry and/or correspondence will be entertained.
- 8.5. The Organizer reserves the right to modify these Terms and Conditions at any time without any prior notice, and all amendments shall be considered binding on each applicant from the date of such amendment(s). Each applicant hereby agrees that they shall be solely responsible to regularly access and view these Terms and Conditions to ensure they are kept up to date with any modifications hereto. The Organiser shall not be liable and/or responsible for, in any manner, any loss or damage resulting from any such amendment(s).
- 8.6. The Organizer reserves the right to make changes to the Campaign in any manner deemed fit by the Organiser at its sole discretion, in the event of any changes required by law or any rules, regulations, directives, notices and guidelines.
- 8.7. Each applicant shall be liable for and shall indemnify, defend and hold the Organiser harmless against all losses, costs, claims, demands, expenses (including reasonable legal fees) and liabilities of any nature arising from or relating to the applicant's participation in this Campaign, and/or the receipt and use of the Campaign Gift, and/or any breach of the applicant of these Terms and Conditions, including any negligent or reckless act, omission or default by the applicant.
- 8.8. If any provision hereunder is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in these Terms and Conditions, but without invalidating any of the remaining provisions of these Terms and Conditions. Any provision of these Terms and Conditions held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- 8.9. The Organiser shall not be liable and/or responsible for, in any manner, any loss or damage resulting from any delay or failure to perform all or any of its part of these Terms and Conditions due to an event of Force Majeure. An "event of Force Majeure" shall include, without limitation, acts of God, natural disasters, telecommunications outages, internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, fire, floods, droughts, pandemic, epidemic, government-imposed restrictions and/or lockdowns, explosions and other events of whatever nature beyond the reasonable control of the Organiser.
- 8.10. No failure by the Organiser to exercise any right or remedy available to it hereunder nor any delay so to exercise any such right to remedy shall operate as a waiver of it.

8.11. The terms and conditions herein contained shall be governed by and construed in accordance with the laws of Malaysia.

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