



**CIMB Islamic Bank Berhad (671380-H)**

**CIMB Islamic's Terms and Conditions Governing CIMB #Debitjer Boomerang Instagram Contest**

1. The CIMB #Debitjer Boomerang Instagram Contest ("Contest") is organized by CIMB Islamic Bank Berhad (671380-H) ("CIMB Islamic") and will take place from 2 January 2017 till 29 January 2017, both dates inclusive ("Contest Period"). CIMB Islamic reserves the right to change the duration and/or commencement and/or expiry date of the Contest Period upon giving prior notice of 21 calendar days.
2. This Contest is held in conjunction with the CIMB #Debitjer Boomerang Instagram Contest organised by CIMB Bank Berhad ("CIMB Bank"). In carrying out this Contest in conjunction with CIMB Bank, the Prizes under this Contest shall come from the same pool of Prizes intended for the contest organised by CIMB Bank.
3. Subject to the terms and conditions herein and save and except for the persons/entities mentioned in clause 4, this Contest is only open to CIMB Debit MasterCard® cardholders  
  
(hereinafter referred to as the "**Eligible Participant(s)**").
4. The following persons/entities are not eligible to participate in the Contest:
  - i. Permanent, contract and/or temporary staff or employees of CIMB Islamic Bank (including its subsidiaries and related companies) and their immediate family members (i.e. spouses, children, parents, brothers and sisters);
  - ii. Representatives and/or agents (including advertising, promotion and campaign agents, third party vendors and service providers) of CIMB, and/or MasterCard® Worldwide, a company organised 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 their respective subsidiaries and related companies); and/or
  - iii. Sole-proprietorships, Partnerships, Charitable/Non-profit Organisations/Societies; and/oriv. Corporate and Commercial Customers; and/or
  - iv. Individual below the age of 18 years.

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5. The mechanics for the Contest are as follows:

- ERA FM shall announce this Contest via its radio station, facebook page and Instagram page. After the announcement, Eligible Participants shall post their contest entry on their own Instagram account containing the following.
  - i. A Boomerang Video showing the Eligible Participant using his/her CIMB Debit MasterCard® to make a purchase at any retail stores that accepts the CIMB Debit MasterCard® .
    - A Boomerang Video is to be shot using the Boomerang App which is made available for download from both IOS and Android mobile devices.
  - ii. A caption stating how the CIMB Debit MasterCard® has made the Eligible Participant's daily spending ritual easier.
  - iii. Within the caption, the Eligible Participant must tag ERA FM - @era\_fm and CIMB Malaysia - @cimbmalaysia and hashtag #Debitjer.
  - iv. Eligible Participant's Instagram account must be on public mode else

Eligible Participants who do not comply with all the above mentioned requirements in clause 5 (i-iv) shall not be qualified to participate in the Contest.

- All the entries which be compiled with the above mentioned requirements shall be compiled and judged based on overall creativity and effort.
- Ten (10) overall best entries that are most creative will be selected by CIMB every week during the Contest Period ("the Selected Participant(s)") informed via Instagram Direct Message by ERA FM and requested to provide their full name, NRIC number, contact number and email address for verification purposes.
- The Selected Participant who does not, fails or refuses to respond to ERA FM's request for the name, NRIC number, contact number and email address within 24 hours of the request made in Instagram, the Selected Participant shall be disqualified and CIMB reserves the right to select a new Selected Participant.
- The Selected Participants who respond with the required details within 24 hours made by ERA FM on Instagram will be declared a winner ("Winner")

The Prize(s) are as follows:

- 1. Week 1: 10 winners : RM300 each winner**
  - 2. Week 2: 10 winners : RM300 each winner**
  - 3. Week 3: 10 winners : RM300 each winner**
  - 4. Week 4: 10 winners : RM300 each winner**
6. Prize(s) will be credited to the Winner's account held with CIMB Islamic ("CIMB Account") registered in his/her name.
  7. Each Eligible Participant can only win ONE prize (i.e. a maximum of RM300) under this Contest.  
  
A joint account shall be treated as one account and can only receive ONE Prize (i.e. a maximum of RM300) under this Contest.
  8. Winners will be announced on ERA FM's Instagram and Facebook and promo page on ERA FM website.
  9. Eligible Participants shall be responsible for ensuring the accuracy of the details provided to ERA FM. Eligible Participants acknowledge that CIMB Islamic and ERA FM shall not be held liable for any losses or damages suffered by any User in the course of this "Contest" whether arising from the provision of inaccurate details to CIMB Islamic and ERA FM or otherwise.
  10. By participating in this Contest, all Eligible Participants agree to be bound by these Terms and Conditions and all decisions made by CIMB Islamic.
  11. By participating in the Contest, Eligible Participants consent to CIMB Islamic processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice which can be found at <http://www.cimb.com/en/policy.html>
  12. CIMB Islamic reserves the right at its sole and absolute discretion to substitute the Prize with other item(s) of similar cost by giving prior written notice of twenty one (21) calendar days.
  13. CIMB Islamic reserves the right upon giving 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. Any Amendment to the provisions herein shall be binding on the Eligible Participants and CIMB Islamic shall be deemed to have notified

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Eligible Participants of the Amendment by its display at ERA FM's Radio, Instagram, Facebook and Promo Page or by any other means of notification which the Bank may select and the Amendment shall be deemed 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 Islamic in the notification.

14. CIMB Islamic's decision on all matters relating to the Contest, including the eligibility and or entitlement to the Prize shall be final, binding and conclusive.
15. Under no circumstances shall CIMB Islamic be liable for any loss and/or damage incurred by any party (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 Islamic be liable for any special damages to any party including third parties howsoever arising in connection with the Contest and/or the Prize(s) unless the same is caused by CIMB's gross neglect or willful default.
16. By participating in the Contest, the Eligible participant(s) hereby consent to and agree that CIMB Islamic and ERA FM shall be entitled to publish and/or display at no costs to the Eligible Participant(s), materials and/or information, including but not limited to the names and photographs of the Eligible Participants(s) who win the Contest for advertising and publicity purposes in any manner it deems appropriate. Non-compliance may result in an alternative Winner being chosen by CIMB Islamic.
17. By participating in the Contest, Eligible Participants hereby agree and irrevocably and unconditionally undertake to fully absolve CIMB Islamic of all liabilities and agree to indemnify CIMB Islamic (on full indemnity basis) and hold CIMB Islamic harmless against any claim by any third party and against any loss, damage, cost or expense (including solicitor's fees and cost) that CIMB Islamic may suffer or incur as a result of or in connection with the Contest and/or the Prize(s).
18. Eligible Participants are at all times subject to all applicable terms and conditions as may be stipulated by CIMB Islamic and ERA FM in respect of the Contest and ERA FM's Facebook and Instagram page including the Terms of Use of ERA FM's Facebook page.
19. The Contest is not organised by or associated to Facebook and Instagram. The Eligible Participants however agree to comply with all rules and regulations as may be imposed by



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Instagram in respect of any posting thereon.

20. These terms are governed by the laws of Malaysia and by participating in this Contest, 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.
21. These terms and conditions shall prevail over any inconsistent terms or representations contained in any promotional materials advertising this Contest.
22. Eligible Participants may direct all Contest-related feedback and/or complaints to ERA FM via the Private Message function or comments function through [www.facebook.com/erafm](http://www.facebook.com/erafm) or ERA FM's address, telephone and facsimile numbers: ERA FM, All Asia Broadcast Centre, Technology Park Malaysia, Lebuhraya Puchong – Sg Besi, Bukit Jalil, 57000 Kuala Lumpur Tel 603 9543 8888 / Fax 603 9543 5675 / [feedback@era.fm](mailto:feedback@era.fm)
23. In the event of any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between the Bahasa Malaysia and English version or versions in other languages of these terms and conditions, the English version of these terms and conditions shall prevail. Notwithstanding the aforementioned where request had been made by the Eligible Participant(s) and noted and acknowledged by CIMB Islamic in its records that the Bahasa Malaysia version of the terms and conditions shall govern the operation of the CIMB Islamic Savings Account(s) linked to the Debit MasterCard, then the Bahasa Malaysia version of the terms and conditions herein shall prevail.