

CIMB PREFERRED GOLF SERIES 2024 – TOURNAMENT TERMS AND CONDITIONS

GENERAL

1. The “CIMB Preferred Golf Series 2024” (“**Tournament**”) is organised by CIMB Bank Berhad [Registration No: 197201001799] (“**CIMB**”).
2. The Tournament will be held on the tournament date(s) (“**Tournament Date**”) at the tournament venue(s) (“**Venue**”) as stipulated on CIMB’s website at www.cimbpreferred.com.my/golf-2024.
3. CIMB and the tournament committee appointed by CIMB for the Tournament (“**Tournament Committee**”) shall be responsible for the running of the Tournament. The decision of CIMB and/or the Tournament Committee in all matters relating to the Tournament shall be final and conclusive.

ELIGIBILITY

4. The Tournament is open to CIMB Preferred customers who have received CIMB’s invitation to participate in this Tournament via WhatsApp Message (“**WhatsApp**”) and/or Electronic Direct Mail (“**EDM**”) before the Tournament Period and/or who meet the eligibility criteria as stipulated in the CIMB PREFERRED GOLF SERIES 2024 – ELIGIBILITY TERMS AND CONDITIONS at www.cimbpreferred.com.my/golf-2024 (“**Eligible Customer(s)**”).

PARTICIPATION

5. To participate, registration of interest must be submitted via the e-registration form sent by CIMB to the Eligible Customer(s) via WhatsApp and/or EDM (hereinafter collectively referred to as “**Channels**”) before registration closes on 30 September 2024 which CIMB may extend or until all the Eligible Participant slots are fulfilled whichever is earlier.
6. The registered Eligible Customer(s), are deemed to have read, understood and agreed to abide by these terms and conditions upon submission of the registration of interest. CIMB and the Tournament Committee shall not be liable for any repercussions (discrepancy, miscalculations of results, prizes or other matters) arising from the failure to submit the duly completed registration of interest.
7. Registration by the Eligible Customer(s), does not guarantee a confirmed entry to the Tournament and is subject to CIMB’s approval.
8. The registered Eligible Customer(s), who are accepted to participate in the Tournament shall receive a notification via WhatsApp and/or EDM from CIMB and is required to provide his/her confirmation of participation in the Tournament and selection of goodies within 72 hours upon receipt of the said notification (“**Eligible Participant(s)**”). CIMB reserves the right to disqualify the Eligible Participant(s) if he/she fails to do so.
9. All selection of goodies by the Eligible Participant(s) shall be deemed final. Request to change after submission will not be permitted and any request will not be entertained.
10. Transfer of participation to another name is not permitted and any request will not be entertained.

TOURNAMENT DAY REGISTRATION

11. All registered Eligible Participant(s) are required to register in person at the confirmed designated location and submit a signed indemnity letter at least forty-five (45) minutes prior to the tee-off time on the Tournament Date. Failure to do so may result in the registered Eligible Participant(s) being withdrawn from the Tournament.

INDEMNITY / LIABILITIES

12. CIMB and all its related companies shall not be responsible for any loss, damage or harm, death or any form of injury the Eligible Participant(s) of the Tournament may suffer as a result of their participation in the Tournament unless the same is caused directly by CIMB's gross negligence and willful default.
13. All transportation, accommodation, administration costs and personal costs, including but not limited to any other costs, fees and/or expenses that are incurred to participate in the Tournament and/or redemption and/or usage of the Prizes, shall be the sole responsibility of the Eligible Participant(s).

TOURNAMENT FORMAT

14. One (1) round of 18-holes.
15. Texas Scramble for team of maximum four (04) players.
16. Each team chooses their best drive from which to hit their next shot and continues this format until the ball is holed-up.
17. Mixed category - a team may consist of a mixture of men and women.
18. The Tournament Committee will assign each Eligible Participant(s) to their designated team.

SCORING SYSTEM

19. The Tournament will utilise the Stableford System 36 scoring system.
20. Eligible Participant(s)' handicap is determined using System 36 ("**Handicap of the Day**").
21. The winner will be determined using the Stableford scoring system.
22. The Stableford scoring is used by Tournament Committee to calculate the Eligible Participant(s)' points.

Stableford Point Index:

2 or more over adjusted par	-	0 point
1 over adjusted par	-	1 point
Adjusted par	-	2 points
1 under adjusted par	-	3 points
2 under adjusted par	-	4 points
3 under adjusted par	-	5 points
4 under adjusted par	-	6 points

23. Par value of each hole will be adjusted in accordance with the Eligible Participant(s)' handicap and a golf course hole difficulty handicap scale.
24. The above scoring system table will be used to calculate a point for each hole which will then be summed up to get a total net point. The team who scores the most points will be the winning team.

For example:

- An Eligible Participant on a handicap of 7 will add one shot to the par value of each hole with a stroke index of 1 to 7. A par 3 would become a calculated par 4 for the Eligible Participant (Par 3 will be 4, Par 4 will be 5).
- An Eligible Participant on a handicap of 18 will add one shot to the par value of every hole.
- An Eligible Participant on a handicap will add one shot to the par value of every hole and extra 2 shots to the par value of each hole with a stroke index of 1 to 6.

SCORE SUBMISSION

25. Scorecards submitted by a competing team must be duly signed by two (2) players no later than ten (10) minutes after the completion of play, failing which will be considered as "NON-RETURNED".
26. Score submission closes five (05) minutes after the last Eligible Participant has submitted his/her scorecard.
27. Eligible Participant(s) are required to write only numbers and not any symbol in a scorecard.
28. Eligible Participant(s) must strictly follow local and standard rules of a golf course.
29. In the event that the Tournament ends in a draw, placing shall be determined on count back starting with:-
 - a. Lowest handicap.
 - b. Scores from the last 9, 6, 3 and 1 hole.
30. The last nine (09) holes shall always refer to holes 10 – 18 on the scorecard, irrespective of where and how an Eligible Participant begins. However, in the event the Tournament does not complete 18 holes, the last nine (09) holes or six (06) holes or three (03) holes shall refer to the last nine (09) holes or six (06) holes or three (03) holes completed in full by the respective Participant(s).

HANDICAP

31. Eligible Participant(s) are required to provide the Tournament with a current handicap during the online registration, for Tournament draw purposes.
32. Handicap will not come into play during the Tournament. Handicap of the Day will be applied during the Tournament for scoring.

INCLEMENT WEATHER, SUSPENSION OF PLAY AND SHORTENED TOURNAMENT

33. The Tournament Committee will make every effort to complete the Tournament in its entirety. However, the Tournament Committee reserves the right to suspend or abandon play as necessary if weather-related circumstances require such action. In the unlikely event that the course is unplayable and/or play is abandoned and/or other conditions that warrant such action, the Tournament Committee will then decide on the continuity of the Tournament or otherwise.

Should the Tournament Committee decide to abandon the Tournament prior to the completion of 18 holes, the scoring will be calculated based on the minimum number of holes played by all Eligible Participants. All Eligible Participant(s) will be informed accordingly.

RULES OF PLAY

34. All play shall be in accordance with the Rules of Golf as approved by the R&A Rules Ltd (available in <https://www.randa.org>) and Local Rules of the Tournament club, as approved by the Tournament Committee and be provided during the Tournament. Any violation of the foregoing rules will be taken into consideration for the Eligible Participant(s)' scoring in the Tournament.

USE OF DISTANCE MEASURING DEVICE – RULE 14-3 OF RULES OF GOLF

35. An Eligible Participant may obtain distance by use of a distance measuring device on the buggy.
36. If, during a stipulated round, an Eligible Participant uses any device to gauge or measure other conditions that might affect his/her play (eg. Elevation changes, wind speed etc), the Eligible Participant is in breach of Rule 14-3.

USE OF NON-CONFORMING DRIVER – RULE 4.1a(1) OF RULES OF GOLF

37. The Tournament does not allow usage of non-conforming drivers. Failure to abide to this rule shall result in disqualification.

DRAW AND STARTING TIMES

38. Play shall be in groups of minimum three (03) and maximum four (04) Eligible Participant(s).

39. All Eligible Participants are to station themselves at their respective assigned tee box, five (05) minutes prior to the tee-off time. Failure to do so may result in the Eligible Participant(s) being withdrawn from the Tournament.
40. The Tournament Committee reserves the right to change the draws and vary the starting times without giving any reason.
41. The Tournament Committee shall decide the draw during the Qualifying Round.

GRAND FINAL ENTRY AND WITHDRAWAL

42. Five (5) winning team(s) during each Qualifying Round shall qualify for the Grand Final with the same team mates.
43. Should an Eligible Participant withdraw from the Tournament prior or on the day of the Tournament, the Eligible Participant will not be entitled to any event gift(s), if any.
44. Should an Eligible Participant withdraw from the Grand Final Tournament for whatsoever reason(s), the team shall be permitted to find a replacement who possesses an equivalent golfing handicap subject to CIMB's approval.
45. Each team shall have the opportunity to replace maximum of one (01) Eligible Participant only. In the event two (2) members of the team are unable to participate in the Grand Final Tournament, the team shall proceed with 3-balls.

PRIZES ELIGIBILITY

46. Prizes shall be awarded as below:-
 - a. During each Qualifying Round, Prizes will be awarded to the top five (5) teams, who will also qualify to the Grand Final.
 - b. During the Grand Final, Prizes will be awarded to the top three (3) teams.
 - c. Hole-in-One Prize, subject to below:-
 - i. The first Eligible Participant to score a Hole-In-One in accordance to the Tournament Rules and Regulations during the one (01) day Tournament round of the event will win the Hole-In-One prize.
 - ii. An Eligible Participant must complete all 18-holes during the one (01) day Tournament round of the event, in order to be eligible for the Hole-In-One prize.
 - iii. The Hole-In-One prize has to be redeemed within three (03) months from the date of the Tournament, failing which, the prize will be forfeited.
 - iv. By participating in the Hole-In-One and accepting the Hole-In-One prize, each Eligible Participant(s) agrees to be bound by the terms and conditions and warranties applicable for the acceptance and delivery of the Hole-In-One prize.
 - v. The winner of the Hole-In-One prize is responsible for the payment of any applicable local tax(es) or fees and shall be responsible for providing any required documents to enable registration of the Hole-In-One prize if deemed necessary.
 - vi. The conditions for awarding the Hole-in-One prize are determined by the Tournament Committee.
 - d. Other Novelty Prizes, subject to below:-
 - i. **Qualifying Rounds:** Each Eligible Participant(s) shall be entitled to win novelty prize(s)
 - ii. **Grand Final:** Each Eligible Participant(s) shall be eligible to win only one (01) novelty prize. In the event an Eligible Participant is eligible to win more than one (01) novelty prize, the first novelty hole that he or she plays, shall be deemed the winning novelty hole.

The Hole-In-One prize, novelty prizes, Qualifying rounds prizes and Grand Final prizes are hereinafter are collectively referred as the "**Prizes**".

47. The Prizes will be announced by the Tournament Committee on the Tournament day. The Prizes are not transferable, exchangeable, or redeemable for cash.
48. Only amateur golfers are eligible to receive any of the Prizes.

COMPETITION CLOSED

49. The Tournament shall be deemed to have closed, when Prizes have been awarded to the winners.

DECISIONS

50. Decision(s) of any referee or tournament official appointed by the Tournament Committee is final.
51. In the absence of a referee or tournament official, any dispute or doubtful point of the rules must be put forward to the Tournament Committee whose decision shall be final.

DISPUTES AND APPEALS

52. Any complaint and/or disputes that arises during the Tournament must be put forward to the Tournament Committee as soon as practicable upon completion of the Tournament and before the score submission closes.
53. If an Eligible Participant would like to contest a tournament score, an appeal must be made to the Tournament Committee within 10 minutes during the results verification period. The Tournament Committee's decision is considered as final.

ETIQUETTE

54. All Eligible Participant(s) should practise good etiquette and abide to the rules and regulations governing the use of the venue and all other facilities ancillary to it.
55. The overriding principle is that consideration should be shown to other Eligible Participant(s) on the course at all times.

VIOLATION OF TOURNAMENT TERMS

56. Any Eligible Participant(s) found to be in violation of the terms of the Tournament or those who fail to provide true and accurate information in the registration form will be disqualified from taking part in the Tournament.
57. CIMB and/or Tournament Committee reserves the right to revoke any title and/or reclaim any Prizes awarded to any winner of this Tournament in the event such winner is found to have not complied with the Tournament Rules and Regulations and/or these terms and conditions.

OTHER TERMS AND CONDITIONS

58. The Eligible Participant(s) and Eligible Customer(s) agree that by participating and/or submitting their registration for the Tournament, they:
- a) are required to read and understand these Terms and Conditions;
 - b) have accessed, read and confirmed their agreement to these Terms and Conditions;
 - c) confirm that the key contract terms affecting their obligations has been adequately explained to them;
 - d) consent to CIMB processing and disclosing their personal data as well as any personal data of any individual which the Eligible Participant(s) and Eligible Customer(s) may share with CIMB in accordance with the CIMB Privacy Notice at www.cimb.com.my;
 - e) agree that all decisions reasonably made by CIMB and/or the Tournament Committee in relation to every aspect of the Tournament shall be final, binding and conclusive; and
 - f) agree that CIMB and/or the Tournament Committee shall not be liable or held responsible to the Eligible Participant(s) and Eligible Customer(s) if CIMB and/or the Tournament Committee 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 and/or the Tournament Committee 's control; or
 - (v) any factor which is beyond CIMB and/or the Tournament Committee's reasonable control.
59. CIMB shall have the right to disqualify any Eligible Participant(s) or Eligible Customer(s) that it determines to be:
- a) tampering with the entry/participation/application process; and/or
 - b) acting in breach of these Terms and Conditions.
60. CIMB shall not be liable to any Eligible Participant(s) and Eligible Customer(s) 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 Participant(s) and/or Eligible Customer(s)' participation or non-participation in the Tournament; and/or
 - b) Any non-receipt or delayed receipt by the Eligible Participant(s) or Eligible Customer(s) of the Whatsapp and/or EDM and/or telephone call pertaining to the Tournament.

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

61. CIMB shall have the right to:
- a) substitute the Prizes with other item(s) of similar cost;
 - b) extend, shorten, discontinue, cancel, terminate or suspend the Tournament; and/or
 - c) change the Tournament Date and Venue

by giving seven (7) calendar days' prior notice to the Eligible Participant(s) and/or Eligible Customer(s) via:

- i. announcement at CIMB's website; and/or
- ii. by any other means of notification which CIMB may select.

For avoidance of doubt, CIMB shall not be liable to the Eligible Participant(s) and Eligible Customer(s) for any losses, damages, costs or expenses as may have suffered or incurred by the Eligible Participant(s) as a direct or indirect result of any change, cancellation, suspension, shortening or extension of the Tournament.

62. a) CIMB shall have 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 Participant(s) and/or Eligible Customer(s) via:
- (i) announcement at CIMB’s website; and/or
 - (ii) by any other means of notification which CIMB may select.
- b) The Amendment shall be considered as binding on the Eligible Participant(s) and Eligible Customer(s) from the date as specified by CIMB 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 will inform/give notice to the Eligible Participant(s) and Eligible Customer(s) about these changes as soon as possible.
- d) Eligible Participant(s) and Eligible Customer(s) agree to access CIMB’s website at regular intervals to view the terms and conditions of the Tournament and to ensure that they are kept up-to date with any variation to these Terms and Conditions.
63. CIMB will not be liable to the Eligible Participant(s) and Eligible Customer(s) for any losses, costs or damages suffered or incurred by the Eligible Participant(s) as a direct or an indirect result of the Amendment.
64. It shall be the Eligible Participant(s) and Eligible Customer(s)’ sole responsibility to ensure that their phone numbers and/or email addresses and/or mailing addresses (“**Contact Details**”) provided to CIMB are current and updated with CIMB in the event that there have been any changes to the same. CIMB reserves the right to cancel the participation & forfeit the Prizes if the Eligible Participant(s) or Eligible Customer(s)’ Contact Details maintained in the CIMB’s record is invalid and/or not updated and shall not be held responsible for any loss (including loss of opportunity and consequential loss arising therefrom) suffered or incurred by the Eligible Participant(s) and/or Eligible Customer(s) as a result thereof.
65. The email address provided by the Eligible Customer(s) in the registration form(s) for the Tournament will only be used for the purpose of the Tournament. This email address will not override the Eligible Customer(s)’ the Contact Details registered with CIMB for the purposes set out in the terms and conditions governing the Eligible Customer(s)’ product(s)/service(s) with CIMB. If the Eligible Customer(s) would like to update their Contact Details, they may speak to their Relationship Manager or contact Preferred Contact Centre at 1300 885 300.
66. The Eligible Participant(s) and Eligible Customer(s) shall fully indemnify and keep CIMB indemnified against any fee, cost, charge, expense, loss, damage or liability which CIMB may incur as a result of the Eligible Participant(s) or Eligible Customer(s):
- a) participation in the Tournament; and/or
 - b) receipt, redemption or use of the Prizes; and/or
 - c) breach or failure to comply with these Terms and Conditions
67. These Terms and Conditions:
- a) shall prevail over any provisions or representations contained in any other materials advertising the Tournament; and
 - b) are to be read together with the prevailing terms and conditions of CIMB’s product(s) and/or service(s) relating to the Tournament which shall apply in addition to these Terms and Conditions.
68. 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 is subject.
69. If CIMB does not exercise a right that it has in these Terms and Conditions, this does not stop CIMB from exercising that right or any other rights CIMB has in the future.

70. CIMB's website may contain links to other websites ("**Third Party Links**"). CIMB has no control over, and does not monitor or review the contents of the Third Party Links. If the Eligible Participant(s) and Eligible Customer(s) do click on the Third Party Links, the Eligible Participant(s) and Eligible Customer(s) understand that they are accessing the Third Party Links at their own risk and CIMB is not responsible for any losses the Eligible Participant(s) and Eligible Customer(s) may incur.
71. a) Eligible Participant(s) and Eligible Customer(s) may contact CIMB's Preferred Call Centre ("**PCC**") for any feedback and/or complaint in relation to this Tournament via letter, phone call, fax and email:
- Address: P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan
Telephone No: 1300 885 300
Email: cimbpreferred.callcentre@cimb.com
- b) Eligible Participant(s) and Eligible Customer(s) may contact CIMB's PCC for any queries in relation to this Tournament and its Terms and Conditions at Telephone No: 1300 885 300 or email to cimbpreferred.callcentre@cimb.com
- c) CIMB may change the above contact details by notifying the Eligible Participant(s) and Eligible Customer(s) by way of announcement at CIMB's website or by any other means of notification which CIMB may select.
72. Images of the Prizes shown in any marketing and/or advertisement collateral are for visual or illustration purposes only and the colour/ design may vary from the actual Prizes received. CIMB may substitute the Prizes with other item(s) of similar value and when CIMB does so, CIMB will let the Eligible Participant(s) and/or Eligible Customer(s) know.
73. The Eligible Participant(s) is not allowed to choose or change the colour or model of the Prizes.
74. To the extent permitted by law, CIMB disclaims any representations, warranties or endorsement, implied or expressed, written or oral, of the Prizes.
75. The Prizes are provided by the relevant vendor(s) under such terms and conditions as determined by the vendor(s) and therefore CIMB shall not be liable for any loss or damage (including but not limited to loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third party) in connection with the Prizes.
76. All risks, loss or damage associated with the redemption or use of the Prizes shall be assumed by the Eligible Participant(s).
77. The use and access of the Prizes are subject to the terms and conditions of the vendor, manufacturer or supplier. The Eligible Participant(s) shall refer to the vendor, manufacturer or supplier of the Prizes for any complaint relating to the Prizes.
78. The Eligible Participant(s) and Eligible Customer(s) acknowledges and accepts that the Prizes have not been certified by CIMB and therefore the inclusion of the Prizes shall not be construed as an endorsement or recommendation of the same by CIMB.
79. CIMB's liability with regards to the Prizes is only to pay for the price of the same to the vendor/provider.
80. The Eligible Participant(s) shall be solely responsible for the following as a result of receipt of the Prizes:
- (i) any tax filing obligation or any tax payment due to any authority; and
 - (ii) to seek independent advice on the possible implications on his/her own financial situation.
81. Eligible Participant(s) hereby agree that CIMB may disclose their name and Contact Details to the vendor for fulfilment and/or registration of the Prizes.

82. The notification and/or delivery of the Prizes by CIMB will be based on the Eligible Participant(s)' telephone number and mailing addresses in Malaysia maintained with CIMB.
83. The delivery of the Prizes is only valid for mailing addresses that are based within Malaysia, and will not be valid for mailing addresses outside Malaysia and P.O. Box addresses.
84. Eligible Participant(s) with mailing addresses outside Malaysia will need to collect the Prizes from a CIMB's branch at the country in which the Eligible Participant(s) is residing (if available).
85. Eligible Participant(s) who is entitled to the Prizes but do not have a mailing address in Malaysia, must contact their servicing Relationship Manager/ PCC at telephone number 1300 885 300 to notify CIMB for any of the following options:
 - (i) collection of the Prizes from a CIMB branch; or
 - (ii) delivery of the Prizes to a given mailing address in Malaysia; or
 - (iii) delivery of the Prizes to a given address office address in Malaysia.
86. CIMB shall not be responsible to the Eligible Participant(s) for any loss (including loss of opportunity and consequential loss flowing there from) suffered or for any failure to fulfil the delivery of the Prizes in the event the Eligible Participant(s)' telephone number and/or mailing address in CIMB's record is not current or correct.
87. To collect the Prizes, CIMB may require the Eligible Participant(s) to provide certain documents for verification purposes. If the Eligible Participant(s) is sending a representative, the Eligible Participant(s) must provide a written authorisation. CIMB may deliver the Prizes to the Eligible Participant(s) and if CIMB does so, the Eligible Participant(s) agrees to bear any fees, expenses or taxes relating to the delivery.
88. By participating in the Tournament, the Eligible Participant(s) authorises CIMB to publish and/or display materials and/or information, including but not limited to the name, last four digits of their telephone number, photos and city of residence of the Eligible Participant(s) without compensation in the announcement of the Eligible Participant(s) of this Campaign or for advertising and publicity purposes in the manner it deems appropriate ("**Publication Rights**").
89. If the Eligible Participant(s) objects to CIMB's Publication Rights after participating in the Tournament, CIMB shall have the right to forfeit the Prizes and select another Eligible Participant(s).
90. CIMB shall have the right to forfeit the Prizes and/or select another Eligible Participant(s) if the Eligible Participant(s) fails to attend the prize-giving ceremony and/or participate other related events required by CIMB.