



Diamond Electric \$50 Bill Rebate Offer for CIMB Commercial Products Promotion (Terms & Conditions)

Period: 1 September 2021 to 31 December 2021 both dates inclusive (the "Period")

Parties

"Diamond Electric Customer" or "you" – Refers to a customer who is an existing Diamond Electric electricity account holder with a valid Unique Referral Code.

"Unique Referral Code(s)" – Refers to the Unique Referral Code that is found on Page 1 of Diamond Electric's electricity invoice. This Unique Referral Code is specific to the Diamond Electric account holder.

"Diamond Electric" – Refers to Diamond Electric Pte Ltd, a licensed electricity retailer with licence number EMA/RE/009 issued by the Energy Market Authority of Singapore.

"Offer" – Refers to Diamond Electric \$50 Bill Rebate, which is provided by Diamond Electric as part of the Promotion.

"Promotion" – Refers to the CIMB Commercial Products Promotion that is provided by CIMB Bank Berhad, Singapore Branch ("CIMB" or "CIMB Bank").

"Applicant(s)" – Refers to the applicant who signed up for an Eligible Commercial Product (as defined below).

"Channel" – Refers to the web page: <https://www.diamond-electric.com.sg/cimbpromo>

Should any gender reference be made with regards to any party, it shall apply equally to both genders.

1. \$50 Bill Rebate

Diamond Electric shall provide a one-time **\$50.00** bill rebate ("Bill Rebate") to you in respect of each successful application for an Eligible Commercial Product as referred by you and approved by CIMB Bank. The Applicant must indicate your **Unique Referral Code** in the "Referral Code" section of the Contact Consent Form. For avoidance of doubt, you and/or the applicant must satisfy all terms and conditions of the Offer and the Promotion in order for you to receive the Bill Rebate.

2. To qualify to receive the Bill Rebate

- a) You must be an existing Diamond Electric electricity account holder with a valid Unique Referral Code.
- b) Applicant must apply for any one (1) of the following eligible CIMB Commercial Products (each an "Eligible Commercial Product" and collectively, "Eligible Commercial Products") issued by CIMB Bank within the Period:
 - i. **CIMB BizGrow-i**
 - ii. **CIMB BizProp-i**

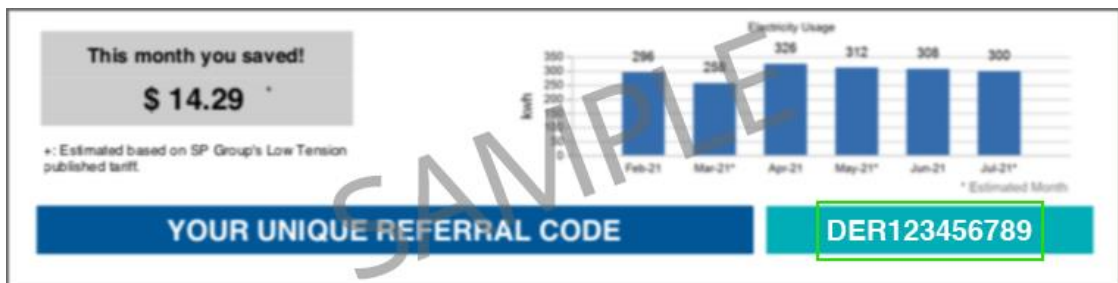
- c) To be eligible, Applicants have to apply for a new Eligible Commercial Product through the prescribed Channel and follow the steps as defined in Clause 3.

3. Applicants must use the Channel and follow the steps below to be eligible for this Offer:

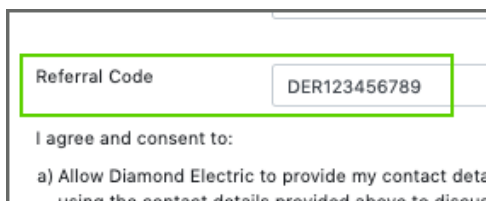
- a) You will be invited to participate in this Offer via email and/or SMS from Diamond Electric, and you will receive this customized Uniform Resource Locator (URL) in the email:

<https://www.diamond-electric.com.sg/cimbpromo>

- b) Applicants must use the customised URL to visit the CIMB Promotion Page to select an Eligible Commercial Product.
- c) Copy your full Unique Referral Code on Page 1 of your Diamond Electric electricity invoice as shown below:



- d) Applicants must then select an Eligible Commercial Product, and will be redirected to the Contact Consent Form.
- e) Applicants must fill in the Contact Consent Form and fill in your full Unique Referral Code in the Referral Code field, in the Contact Consent Form as shown below:



The figure shows a screenshot of a contact consent form. A green box highlights the "Referral Code" field, which contains the text "DER123456789". Below the field, there is a section titled "I agree and consent to:" followed by a list of terms, with the first item being "a) Allow Diamond Electric to provide my contact details using the contact details provided above to discuss".

- f) Complete and submit the Contact Consent Form.
 - g) A representative from CIMB Bank will then contact the Applicant to assist them with the application for the Eligible Commercial Product.
4. Within forty-five (45) days from the date of the Applicant's Eligible Commercial Product application approval by CIMB Bank, and the Applicant satisfying the eligibility criteria being confirmed, Diamond Electric will process the Bill Rebate to you.
 5. For the avoidance of doubt, you can only receive the Bill Rebate once for each approved application tagged to your Unique Referral Code.
 6. In order to be eligible for the Offer, the Eligible Commercial Product applied for must be approved by CIMB Bank no later than 15 January 2022.

7. Diamond Electric reserves the right to amend the terms and conditions of, or suspend or terminate, this Offer at any time without prior notice.
8. This Offer is not redeemable for cash, cash equivalent, or any other products or services unless stated otherwise by Diamond Electric, and it cannot be transferred or exchanged.
9. Diamond Electric assumes no responsibility, and accepts no liability for all matters concerning CIMB Bank Promotion(s), products & services.

10. Personal Data

- (a) You agree that your personal data may be collected, used, and disclosed in order to provide you the Promotion and Offer. You may refer to <https://www.diamond-electric.com.sg/data-protection-notice> for more details on our data protection policy.
- (b) Diamond Electric shall not, and shall take all steps to ensure that each Diamond Electric Representative shall not, transfer Customer Personal Data to a place outside Singapore without the Eligible Customer's prior written consent.
- (c) Diamond Electric shall protect Customer Personal Data in Diamond Electric's control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural, and information & communications technology measures) to prevent unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of Customer Personal Data, or other similar risks.
- (d) Diamond Electric shall only permit authorised personnel to access Customer Personal Data on a need-to-know basis.
- (f) Diamond Electric shall not retain Customer Personal Data (or any documents or records containing Customer Personal Data, electronic or otherwise) for any period of time longer than is necessary.

11. Indemnity

Each Eligible Customer releases and indemnifies Diamond Electric and its officers, shareholders, employees, agents, directors, affiliates, assigns, suppliers, licensors, promoters, and agencies ("Representatives") connected with this Promotion and/or Offer against all liability, cost, loss or expense arising out of acceptance of the Service or participation in this Promotion and/or Offer including (but not limited to) damage to property and whether direct, consequential, or reasonably foreseeable due to a negligent act or omission. IN NO EVENT WILL DIAMOND ELECTRIC OR ITS REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE.

12. Governing law and third party rights

This Agreement is governed by the laws of Singapore. A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.