

CITIBANK x TOUCH 'N GO EWALLET CREDIT CARD FLASH SALE ONLINE ACQUISITION CAMPAIGN

Terms and Conditions ("these Terms and Conditions")

IMPORTANT NOTE:

The Citibank Credit Cards mentioned in these Terms and Conditions are not offered to individuals' resident in the European Union, European Economic Area, Switzerland, Guernsey, Jersey, Monaco, San Marino, the Vatican and Isle of Man. These Terms and Conditions are not, and should not be construed as, an offer, invitation or solicitation to buy or sell any of Citibank products or services mentioned herein to such individuals.

Campaign Period

1. This campaign, organized by Citibank Berhad (Company No. 199401011410 (297089-M)) ("Citibank") called the "Citibank x Touch 'n Go eWallet Credit Card Flash Sale Online Acquisition Campaign" ("Campaign") will run from **6 November 2020 to 12 November 2020** both dates inclusive ("Campaign Period").

Eligibility

2. Subject to these Terms and Conditions, the Campaign is open to all new-to-bank¹ individuals who are residents of Malaysia, who do not have any credit card issued by Citibank in Malaysia and, who has attained the age of 21 years ("Eligible Persons" or each, an "Eligible Person") at the time of making an application for any one or more of the following Citibank credit card(/s) as a principal cardmember during the Campaign Period:-

- a) Citi Rewards Credit Card;
- b) Citi Cash Back Credit Card; and/or
- c) Citi Clear Credit Card

Each of the Citibank Credit Cards above shall be referred to as "**Card**" or "**Citibank Credit Card**" and collectively as "**Cards**" or "**Citibank Credit Cards**", depending on context.

3. To be eligible for this Campaign, an Eligible Person must apply for any one or more Citibank Credit Cards via the Website, accessible via www.citibank.com.my by completing an electronic online Citibank credit card application form and uploading all required supporting documents to Citibank. For the avoidance of any doubt, the online Citibank credit card application must be accessed via the Website

Eligible Persons who applies for any one or more Citibank Credit Cards under this Campaign shall hereinafter be referred to as "**Applicants**" or each, an "**Applicant**".

4. The following persons are **NOT** eligible to participate in this Campaign:
 - a) permanent and/or contract employees of Citibank (including its subsidiaries and related companies) and their respective immediate family members;
 - b) representatives and/or agents (including advertising and campaign agents) of Citibank and their respective immediate family members;
 - c) any Applicant or persons who had cancelled any of his/her Citibank credit card **within twelve (12) months** before the date of application and is re-applying for any Citibank Credit Card under the Campaign;
 - d) present holders of any Citibank credit card(s) whether issued in Malaysia or otherwise; and/or
 - e) any person who has committed or suspected of committing any misconduct, fraudulent or wrongful acts in relation to their Card account(s), any facility, service or accommodation granted by Citibank, including Citibank Online (Website).

¹"New-to-bank" also includes individuals or Citibank customers, but excluding those persons who fall under Clause 4(c) in these Terms and Conditions. They will not be qualified to participate.

The Campaign

5. Subject to these Terms and Conditions, each Applicant whose application has been submitted during the Campaign Period and **successfully approved by Citibank on or before 12 January 2021** will be entitled to **one (01) Touch 'n Go eWallet reload pin worth RM400** provided such Applicant fulfills the following conditions (defined below):

Fulfillment Criteria	Acquisition Gift ("Gift")
Minimum eight (8) times Retail Spend made using your successfully approved Citibank Credit Card under this Campaign within the Qualifying Period. "Qualifying Period" is defined as sixty (60) days from the date the Card has been successfully approved.	Touch 'n Go eWallet reload pin worth RM400

6. For the avoidance of doubt, all relevant conditions under these Terms, and Conditions must be fulfilled, including the Card account of the Successful Applicant in good standing, in order to be eligible for any of the Reward, gift or other privileges, waivers and benefits under Promotion.
7. For the avoidance of doubt, **"successfully approved"** means an Applicant's online Card application that is approved by Citibank on or before **12 January 2021** and a conditional approval of a Card application is not an "approved" application. An Applicant whose application is successfully approved in accordance with these Terms and Conditions is hereinafter referred to as a "Successful Applicant".
8. **"Retail Spend"** means the purchase of any goods or services (local or international) with the use of the Card and may, at Citibank discretion, include any card transaction as may be determined by Citibank except for the following transactions:
- Instalments paid under Citibank's FlexiPayment Plan, Credit Shield Plus, Quick Cash, Balance Transfer, Balance Transfer via Installment Plan and Cash Advance;
 - Any disputed, cancelled, refunded, unauthorized or fraudulent purchase transactions;
 - Payment of annual Citi Credit Card membership fees;
 - Interest payments, late payment fees, charges for cash withdrawals, Goods and Service Tax or other taxes and any other form of service/miscellaneous fees; and/or
 - Transactions made by the Citibank cardmembers with any merchant associated with or controlled by them (whether as employee, employer, shareholder or director). i.e transactions by a Citibank cardmembers with any corporation or business entity in which he is an employee or employer or works with or has shares or interest in or is a director of.
9. **Redemption of Gift**
- Successful Applicants will receive an SMS (Short Messaging System) from **Citibank** with instructions on how to redeem the Gift, within **12 weeks** after the **Card** is successfully approved, activated and spent.
 - Supplementary Card members are not entitled or eligible to the Gift or to redeem the Gift.
10. The following additional terms and conditions shall apply to the **Gift**: -
- The Gift will be given in the form of a unique e-code issued by Citibank's participating partner merchant ("Partner") and sent by Citibank via SMS (Short Messaging System) to the registered mobile number in the Citibank's records **within twelve (12) weeks** after the fulfilment of criteria in Clause 5 above;

- b. Applicants are responsible for redeeming the Gift directly through the Touch 'n Go eWallet App as stated in the SMS sent by Citibank within the validity of the unique e-code;
 - c. Each Applicant is only entitled to one Gift (one code per applicant) during the Promotion Period regardless of number of applications made;
 - d. If there is any non-receipt of the e-code, the Applicant is required to contact CitiPhone by **30 March 2021** at the latest, to request for an inquiry. No request for any inquiry will be entertained after this date;
 - e. The Gift has to be redeemed within the validity period of the e-code as indicated in our communication whichever earlier from the date the Applicant receives an SMS from Citibank and the instructions on how to redeem the Gift can be found on the Touch 'n Go eWallet App. If the Gift remains unused or unredeemed after the said period, the Gift will lapse and will not be replaced;
 - f. Citibank reserves the right, as it deems fit to substitute the Gift with another product of similar retail value with prior notice;
 - g. The Gift is subject to availability. If the participating merchant or supplier is unable to supply the Gift to the Successful Applicant, Citibank reserves the right at its discretion to substitute the Gift with other products or services of approximately equivalent value at any time with prior notice. The title to the Gift and any risk of inability to use, loss or damage to the Gift passes to the Successful Applicant upon issuance of an sms/email from Citibank with instructions on how to redeem the Gift as mentioned above or if the Gift is substituted with other products or services, upon the delivery of such product s or issuance of the notification on how to redeem such services to the Successful Applicant. Citibank shall not be responsible for or obliged to recognize or replace any defective, lost, damaged or stolen Gift including its substitute;
 - h. To the fullest extent permitted by law, Citibank expressly excludes and disclaims any representations, warranties or endorsements, expressed or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose in respect of the Gift;
 - i. The Gift is not transferable, nor exchangeable for cash, credit or kind, whether in part or in full;
 - j. In that respect, each and every Applicant understands that the terms and conditions specified in the Gift are beyond our control and are determined by the participating merchant. Any dispute(s) arising out of the terms and conditions applicable to such Gift must be settled directly by the relevant Successful Applicant and the participating merchant. Citibank is not responsible for investigating or resolving any disputes between any Successful Applicant and the participating merchant and is not responsible for replacing or cancelling any redemption as a result of such dispute(s);
 - k. Where the Gift is to be redeemed under this Campaign are in the form of certificates/vouchers issued by participating merchants or suppliers, the Gifts are valid for use until the date specified on the certificates/vouchers and are subject to the relevant terms and conditions applicable to using them. If they remain unused or unredeemed after any specified date, these certificates/vouchers will lapse and will not be replaced;
 - l. In that respect, each and every Applicant understands that the terms and conditions specified in the Gifts (where the Gifts are in the form of certificates/vouchers) are beyond our control and are determined by the participating merchants or suppliers. Any dispute(s) arising out of the terms and conditions applicable to such Gifts must be settled directly by the relevant Applicant and the participating merchants or suppliers. Citibank is not responsible for investigating or resolving any disputes between any Applicant and the participating merchant or supplier and is not responsible for replacing or cancelling any redemption as a result of such dispute(s);
 - m. To avoid any doubt, if the Gifts (where the Gifts are in the form of certificates/vouchers) are used for a value less than the amount stated on them, the difference will not be refunded to the Applicant. If the value of the Gifts is less than the value of the item(s) purchased, the Applicant must pay the difference;
11. Citibank reserves the right at its discretion to approve or reject any application and/or the supporting documents submitted to Citibank which are not legible or are fraudulent. For the avoidance of doubt, Citibank reserves the right, as it deems fit to determine if the supporting documents are sufficiently legible or genuine for purposes of the approval of the application.

12. An Applicant may enquire the status of the application by contacting Citibank at the following telephone numbers: 03-2383 0000 (Kuala Lumpur), 04-296 0000 (Penang), and 07-268 0000 (Johor Bahru) or 1800-82-1010 (Sabah & Sarawak) ("CitiPhone").
13. An Applicant may also be participating in more than one Citibank credit card promotions organised for or in conjunction with the acquisition of new credit card customers where the Applicant may also be similarly entitled to gifts or rewards. In the event that the promotion periods for such other promotions overlap with the Campaign Period, then the **Applicant understands that he/she shall only be entitled to receive the gift(s) or reward(s) from the first Citibank credit card approved by Citibank via the channel that the Applicant had applied from, regardless of the number of successfully approved applications in such other promotions and/or this Campaign.**

Miscellaneous

14. Citibank's decisions on all matters relating to the Campaign will be final and binding.
15. Citibank reserves the right to disqualify an Applicant /Successful Applicant (as the case may be) from participating in the Campaign and/or from receiving the Gift:
 - a) where the minimum payment or any amounts due and payable under any of the Successful Applicant's Citibank Credit Card account(s) are not settled on or before its due date;
 - b) If any of the Successful Applicant's Citibank Credit Card account(s) is cancelled, closed, or terminated by any reason whatsoever, either voluntarily or involuntarily;
 - c) is not eligible to participate in the Campaign and/or receive the Gift; and/or
 - d) has committed or is suspected of committing any misconduct, fraudulent or wrongful acts.
16. Citibank shall not be liable for any default in respect of the Campaign due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, epidemic or pandemic, technical or systems failure or any event beyond the reasonable control of Citibank.
17. Citibank reserves the right to cancel, terminate or suspend the Campaign or any individual offer(s) in the Campaign with notice. In such an event, Citibank also reserves the right to replace any of the individual offer(s) with another similar offer in the Campaign. For the avoidance of doubt, any cancellation, termination or suspension by Citibank of the Campaign (or any individual offer(s) in the Campaign) shall not entitle any Applicant or Successful Applicant to any claim or compensation against Citibank for any and all loss or damage suffered or incurred by the Applicant, or Successful Applicant whether as a direct or indirect result of the act of cancellation, termination or suspension of the Campaign or any individual offer(s) in the Campaign.
18. Citibank reserves the right as it deems fit to vary or change any of these terms and conditions with notice. These terms and conditions may be varied or changed by Citibank by way of posting on Citibank Facebook Webpage or in any other manner deemed suitable by Citibank. Applicants and Successful Applicants who had participated in the Campaign are deemed to have accessed Citibank Facebook Webpage and/or Citibank's website at www.citibank.com.my (Website) and to have knowledge of and to have agreed to any changes or variations to these terms and conditions. Applicants and Successful Applicants agree that their continued participation in the Campaign will constitute their acceptance of these terms and conditions (as varied or changed).
19. By participating in the Campaign, Applicants and Successful Applicants agree to be bound by these Terms and Conditions (as modified and varied from time to time) and any decisions of Citibank. Successful Applicants hereby consent to and authorize Citibank to disclose their particulars to the third party service providers engaged by Citibank for purposes of the Campaign. Citibank warrants that the disclosure of such

particulars to any third party service providers shall be limited to the Successful Applicants' names, addresses and telephone numbers and shall be used only in relation to and for purposes of the Campaign.

20. To the fullest extent permitted by law, by participating in the Campaign, each and every Applicant and Successful Applicant is agreeing that he/she will not hold Citibank and its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers that Citibank may engage for the purposes of this Campaign) liable for any loss or damages that he/she may incur, in connection with the Campaign.
21. Any term or condition applicable to this Campaign which is illegal, prohibited or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions.
22. These terms and conditions are governed by and construed under the laws of Malaysia.

3-year Annual Fee Waiver for all Cards ("Fee Waiver Promotion") Terms and Conditions

1. In addition, each new-to-bank Eligible Persons whose application has been submitted during the Campaign Period and **successfully approved by Citibank on or before 12 January 2021** will also be eligible to enjoy a 3-year annual fee waiver (see table below)

Citibank Credit Card	Annual Fee Waiver
Citi Rewards Credit Card	3 years
Citi Cash Back Credit Card	
Citi Clear Credit Card	

2. Subject to these Fee Waiver Promotion Terms and Conditions, this Fee Waiver Promotion is open to any Eligible Person applying for any Citibank Credit Card during the Promotion Period. "Promotion Period" for purposes of these Fee Waiver Promotion Terms and Conditions shall mean the period commencing **1 January 2020 to 31 December 2020**, both dates inclusive.
3. To qualify for the annual fee waiver, principal and/or supplementary card application must successfully approved by Citibank using a designated campaign source code.

Privacy

At Citi, the security of personal information about you is our priority. We protect this information by maintaining physical, electronic, and procedural safeguards that meet applicable law. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive.

Please refer to our Notice and Choice Principle Statement accessible via https://www.citibank.com.my/privacyEng/PDPA_Eng.pdf which outlines how we intend to deliver all the rights and protections you are entitled to in respect of your personal data.