

TERMS & CONDITIONS

THE PROMOTION PERIOD:

This Promotion jointly organized by Citibank Berhad (Co. No. 297089-M) ("**Citibank**"), AirAsia Berhad (Co. No.284669-W) ("**AirAsia**") and Maxis Berhad (Co. No.867573-A) ("**Maxis**") called the "AirAsia-Citibank Card Acquisition and Usage Campaign for Maxis iPhone 3GS Promotion" ("**Promotion**") shall run from 16 June 2010 to 16 August 2010 (both dates inclusive) ("**Promotion Period**").

ELIGIBILITY:

1. Subject to these Terms and Conditions, any person ("**Applicant**") who applies for one (1) principal AirAsia-Citibank credit card at any time during the Promotion Period shall be eligible to receive Offer 1 (as described herein).
2. Subject to these Terms and Conditions, any existing principal or supplementary holder or a new supplementary holder of an existing principal holder of the AirAsia-Citibank credit card (each a "**Cardholder**") shall be eligible to receive Offer 2 (as described herein).

THE PROMOTION:

3. Each Applicant whose application for one (1) principal AirAsia-Citibank credit card at any time during the Promotion Period is successfully approved by Citibank before 16 September 2010 ("**Successful Applicant**") will receive Offer 1 (subject to these Terms and Conditions) provided that the physical, completed credit card application form is submitted, together with such clear and readable supporting documents as may be requested by Citibank (i) by mail, to Citibank Berhad, Internet Card Sales Unit, Level 35, Menara Citibank, 165 Jalan Ampang, 50450 Kuala Lumpur or (ii) by facsimile to Citibank's fax number: 03-2383 9084 or 03-2383 6555 or (iii) in person at the Citibank booth located at any promotional event in respect of the Promotion held by Citibank in Malaysia. All the aforesaid documents must be physically received by Citibank not later than 31 August 2010.
4. For the avoidance of doubt, "successfully approved" means that the Applicant's credit card application has actually been approved by Citibank and the Citibank credit card(s) are being or have been issued to the Applicant. Conditional approvals of credit card applications, which may be received by an Applicant from Citibank, are not deemed to be successfully approved credit card applications.
5. Citibank reserves the right at its absolute discretion to approve or reject any application and/or the supporting documents as requested by Citibank. For the avoidance of doubt, Citibank reserves the right at its absolute discretion to determine if the supporting documents are sufficiently clear for purposes of the approval.
6. An Applicant may verify and confirm the relevant card approval status by contacting Citiphone at the following telephone numbers: 03-2383 0000 (Kuala Lumpur), 04-296 0000 (Penang), and 07-268 0000 (Johor Bahru) ("**Citiphone**").
7. Any Applicant whose application is received after 16 August 2010 or successfully approved on or after 16 September 2010 by Citibank shall not be eligible to receive Offer 1.

THE OFFER:

8. Offer 1 consisting of:
 - (a) subsidies on the retail price of a new 16GB iPhone 3GS (recommended retail price: RM2,490) or a new 32GB iPhone 3GS (recommended retail price: RM2,990) (each, an "iPhone") (for pricing details, please visit maxis.com.my);
 - (b) a free car charger worth RM69;
 - (c) a RM50 AirAsia electronic gift voucher ("eGV")

will be given to a Successful Applicant after he/she has signed up with Maxis on the iValue Plan (iValue 1,2,3 or 4) of Maxis (iValue Plan) on such terms and conditions as may be prescribed by Maxis. Further, each of the first 100 Successful Applicants will receive an iPhone case, namely a Viva Kova clear back casing (black/ white) worth RM69.

9. The following terms and conditions apply to the abovesaid eGV, car charger and iPhone case:
 - (a) the eGV will be delivered to the Successful Applicant's email address as stated in the credit card application form within six (6) to eight (8) weeks upon successful approval of the credit card application;
 - (b) the car charger and the iPhone case will be delivered to the relevant Successful Applicant within six (6) to eight (8) weeks after signing up on the Maxis iValue Plan;
 - (c) the eGV, the car charger and the iPhone case are not exchangeable for cash, credit or kind, in part or in full;
 - (d) in the event of late delivery of the eGV, the car charger or the iPhone case, or if there are any queries in relation to the foregoing, the Successful Applicant may contact Citiphone;
 - (e) any dispute in relation to the eGV shall be settled directly between the Successful Applicant and AirAsia. Citibank will bear no responsibility for resolving such disputes and Successful Applicants are to liaise directly with AirAsia and not Citibank in regard to all such matters;
 - (f) in the event the car charger or the iPhone case is delivered to an address other than as stated by the Successful Applicant on the application form, delivery of the car charger will be delayed for a further 2 weeks. First delivery is free of charge. Any subsequent request to redirect the car charger or the iPhone case to a new address (ie other than in the application form) will be borne by the Successful Applicant;
 - (g) the car charger and iPhone case are subject to availability from the suppliers. In the event that the suppliers are unable to supply the car charger and/or iPhone case to Citibank, Citibank reserves the right at its absolute discretion to substitute the car charger and/or iPhone case with other products of similar retail value at any time without prior notice;
 - (h) the car charger and the iPhone case are provided on an "As Is" basis;
 - (i) the car charger and the iPhone case do not include any accessories or items shown in advertisements and promotional materials which are for photography purposes only;
 - (j) each relevant Successful Applicant is only entitled to receive the eGV, car charger and iPhone case once under the Promotion;
 - (k) title in the car charger and iPhone case and any risk of loss or damage thereto passes to the relevant Successful Applicant upon physical delivery to the relevant Successful Applicant. Citibank shall not be liable for or obliged to replace any defective, lost, damaged or stolen car charger and/or iPhone case where such defect, loss or damage is not due to the fault and/or negligence of Citibank. Furthermore Citibank shall bear no responsibility for any inherent defect(s) in the car charger and/or iPhone case.

- (l) if there is any complaint in relation to the car charger and/or iPhone case, a Successful Applicant may call the service centre of JCMS ProRewards Sdn Bhd at 03-7785 7352. Citibank will bear no responsibility for resolving any dispute in regard to the car charger and/or iPhone case and Successful Applicants are to liaise directly with JCMS ProRewards Sdn Bhd and not Citibank in regard to all such matters.
10. Offer 2 consisting of subsidies on the retail price of a new 16GB iPhone 3GS (recommended retail price: RM 2,490) or a new 32GB iPhone 3GS (recommended retail price: RM2,990) (each, an "iPhone") (for pricing details, please visit maxis.com.my) will be given to a Cardholder after he/she has signed up with Maxis on the iValue Plan on such terms and conditions as may be prescribed by Maxis.
11. For the purpose of Clauses 8 and 10, the Successful Applicant and the Cardholder shall purchase the said new iPhone by using his/her AirAsia-Citibank credit card.
12. Each of the Successful Applicants and the Cardholders will enjoy two times rewards points if they pay the purchase price of the iPhone using Citibank's Easy Payment Plan ("EPP"). These extra rewards points will be credited into the account of the Successful Applicant/Cardholder approximately one month after the end of each month of the Promotion Period. The normal rewards points applicable to the EPP per month will be credited on a monthly basis. For the avoidance of doubt, all of the foregoing is only applicable if the purchase of the iPhone is made using the AirAsia-Citibank credit card.
13. The purchase of the iPhone in these offers can be done at selected Maxis Service Centres. Please find out more at www.citibank.com.my.
- For the avoidance of doubt, the iPhone is purchased from Maxis and Citibank shall not be responsible for any defect or any other loss or damage that may be suffered in connection with the iPhone. Any dispute in relation to the warranty and quality of the iPhone shall be settled directly between the Cardholder and Maxis. Citibank will bear no responsibility for resolving such disputes and Cardholders are to liaise directly with Maxis and not Citibank in regard to all such matters.
14. Each of the Successful Applicants and the Cardholders shall only be entitled to receive Offer 1 or Offer 2, as the case may be, once under the Promotion.

DISCLAIMER:

13. To the fullest extent permitted by law, each and every Applicant and Cardholder is deemed to have waived any right he/she may have against 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 the Promotion), in respect of any loss or damages (including without limitation, loss of income, profits or goodwill, indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Promotion, even if Citibank has been advised of the possibility of such damages in advance.

14. Citibank shall not be liable for any default due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, epidemic, pandemic, technical or system failures or any event beyond the reasonable control of Citibank.

MISCELLANEOUS:

15. Citibank's decision on all matters relating to the Promotion shall be final and binding.
16. Citibank reserves the right not to disclose its reasons for not approving any credit card application.
17. Citibank reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions from time to time without any prior notice. These Terms and Conditions may be modified, added, deleted or varied by Citibank by way of posting on Citibank's website - www.citibank.com.my ("**Website**"), or in any other manner deemed suitable by Citibank. The Applicants and the Cardholders are deemed to have accessed the Website and to have knowledge of and to have agreed to any changes or variations to these Terms and Conditions
18. Subject to Clause 17 above, these Terms and Conditions shall prevail over any provisions or representations contained in any brochure or other promotional materials advertising the Promotion.
19. Citibank reserves the right to cancel, revise, terminate or suspend the Promotion with or without any prior notice. For the avoidance of doubt, cancellation, revision, termination or suspension by Citibank of the Promotion shall not entitle any Applicant or Cardholder to any claim or compensation against Citibank for any and all loss or damage suffered or incurred by any of the Applicants or Cardholders as a direct or indirect result of the act of cancellation, revision, termination or suspension.
20. The Applicants and Cardholders hereby expressly agree to be bound by these Terms and Conditions and, to the fullest extent permitted by law, consent to and authorise Citibank to disclose their particulars to the third party service providers engaged by Citibank for the purposes of the Promotion (if any). Citibank warrants that the disclosure of such particulars to any third party service providers shall be limited to the Applicant's/ Cardholder's name, address and telephone number and shall be used only in relation to and for the purposes of the Promotion.