

CITIBANK CASH BACK CREDIT CARD TERMS AND CONDITIONS

CITIBANK CASH BACK CREDIT CARD TERMS AND CONDITIONS (EFFECTIVE 5 DECEMBER 2018)

1. These terms and conditions (as revised or varied from time to time with notice) shall govern the use of Cards with cash back or rebates features. These terms and conditions will apply in conjunction with the Citibank Card Terms and Conditions (found at www.citibank.com.my (the "Website")) and all terms and conditions of the Citibank Card Terms and Conditions will apply here with necessary changes having been made, having substituted new terms and with respective differences taken into consideration, but where there is any inconsistency between the two sets, these terms and conditions will prevail to the extent it applies to cash advance. All expressions here will have the same meanings as set out in the Citibank Card Terms and Conditions except where the context otherwise requires or where express stated to the contrary.
2. The word "**Cash Back Card**" means "**Citi Cash Back Card**" or "**Citi Cash Back Platinum Card**" issued by Citibank Berhad (Company No. 297089-M), the word "Cardmember" means the holder of a Card, and include supplementary Cardmembers and the word "Cash Back" means cash back which Cardmembers' are entitled to when using the Card, subject to these terms and conditions.
3. Cardmembers can enjoy Cash Back by using their Cash Back Cards based on Monthly Spend (defined below), which comprises of the following tiers for each Cash Back Card:-

(a) Cash Back Platinum Card

| Tier | Monthly Spend | Cash Back on Petrol, Groceries, Dining & Grab ¹ | Cash Back on Other Retail Spend (defined below) | Capping per Billing Month (defined below) |
|------|-------------------|--|---|--|
| 1 | RM0 – RM1,499 | 0.2% | 0.2% | No capping |
| 2 | RM1,500 and above | 10% | 0.2% | <u>Cash Back on Petrol, Groceries, Dining & Grab</u> RM15 per category, total capping of RM60 <u>Cash Back on Other Retail Spend</u> No capping |

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(b) Cash Back Card

| Tier | Monthly Spend | Cash Back on Petrol, Groceries, Dining & Grab ¹ | Cash Back on Other Retail Spend (defined below) | Capping per Billing Month (defined below) |
|------|-----------------|--|---|--|
| 1 | RM0 – RM499 | 0.2% | 0.2% | No capping |
| 2 | RM500 and above | 10% | 0.2% | <u>Cash Back on Petrol, Groceries, Dining & Grab</u> RM10 per category, total capping of RM40 <u>Cash Back on Other Retail Spend</u> No capping |

“**Monthly Spend**” is defined as the total retail transaction within each Billing Month excluding the below:

- (i) transactions made on Citibank’s Balance Transfer (BT), Balance Transfer via Instalment Plan (BTI), Easy Pay (EPP), Flexi Payment Plan (FPP) and Dial-For-Cash (DFC) ;
- (ii) refunded, disputed, unauthorized or fraudulent retail transactions;
- (iii) cash withdrawals or cash advance;
- (iv) payment of annual card membership fees, interest payments, late payment fees, charges for cash withdrawals, government service tax and any other form of service/miscellaneous fees.
- (v) premium for Credit Shield or Credit Shield Plus or any other credit insurance;

“**Other Retail Spend**” is defined as the total retail transaction within each Billing Month excluding the following:

- (i) transactions made on Citibank’s Balance Transfer (BT), Balance Transfer via Instalment Plan (BTI), Easy Pay (EPP), Flexi Payment Plan (FPP) and Dial-For-Cash (DFC) ;
- (ii) refunded, disputed, unauthorized or fraudulent retail transactions;
- (iii) cash withdrawals or cash advance;
- (iv) payment of annual card membership fees, interest payments, late payment fees, charges for cash withdrawals, government service tax and any other form of service/miscellaneous fees.

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- (v) premium for Credit Shield or Credit Shield Plus or any other credit insurance;
- (vi) payment of rates, charges, fines to Governmental, statutory and judicial bodies;
- (vii) catering and out-call food and beverage services;
- (viii) donations and contributions to charitable, community or social service organizations (including charitable organizations approved by the Inland Revenue Board for tax relief);
- (ix) fees or charges to any education establishments or institutions (including professional and vocational training centers);
- (x) child care services;
- (xi) special events/ categories (including funeral and crematoria services, clothing rental, photographic or video-graphic studios and florists); and
- (xii) JomPAY transactions.

“Billing Month” is defined as the statement period or statement cycle for each principal Cardmember’s Card Account by which the billed amount of credit card transaction appears in the Principal Cardmember’s monthly credit card statement.

“Groceries” is defined as spending at Jaya Grocer, Ben’s Independent Grocers, Village Grocer, AEON Big, Tesco, Cold Storage, Giant, Everise, Servay, Econsave and Mydin.

4. The list of merchants and Cash Back (including, rates, earn, collection and capping) set out above are subject periodic review and change by Citibank. All decisions regarding the foregoing will final and binding. For the avoidance of any doubt, any transactions on a Cash Back Card cannot be accumulated to gross-up the Monthly Total Spend for another Cash Back Card
5. Unless expressly stated in these terms and conditions, Cardmembers are not entitled to earn Cash Back from any other categories of credit card transactions.
6. (a) Cash Back earned will be automatically credited into the Cardmembers’ Card Account and will be reflected in the principal Cardmembers’ following month’s credit card statement.

(b) Any collected Cash Back, including cash back which are pending credit into the Cardmember’s Card Account, will become invalid upon the occurrence of any one of the following:
 - (i) any cancellation, termination or suspension of the Cash Back Card, whether voluntary or involuntary;
 - (ii) any conversion of the Cash Back Card to any other Citibank Credit Card (other than by reason of Cash Back Card discontinuance or credit card substitution);
 - (iii) if the Cardmember’s Card Account becomes delinquent or if the said Account is not in good standing;

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- (iv) if the Cardmember has committed or suspected to have committed an Event of Default (defined in the Citibank Card Terms and Conditions); and/or
 - (v) if the Cardholder has committed or suspected to have committed any fraudulent, wrongful or unlawful acts or have not fulfilled or breached his/her obligations, in relation to his/her Citibank Card Account or these terms and conditions or any facility, service or accommodation granted by Citibank, including Citibank Online, accessible via www.citibank.com.my.
 - (vi) For avoidance of doubt, if either above occurs, no refund, extension or compensation will be given by Citibank.
7. Citibank has the right to cancel, terminate or suspend the Cash Back by giving prior adequate notice to Cardmembers. For avoidance of doubt, any such cancellation, termination or suspension by Citibank of the Cash Back will not entitle the Cardmember to any compensation from Citibank for any loss or damage suffered by the Cardmember, whether directly or indirectly, as a result of such cancellation, termination or suspension.
8. The Cardmember's Card Account must be in good standing in order to be entitled to earn Cash Back. This includes not being overdue in payment and not exceeding the Cardmember's Credit Limit.
9. Cash Back collected by supplementary Cardmembers will be credited into the Card Account of the **principal Cardmembers**. The total Cash Back earned by both the principal Cardmember and supplementary Cardmember will be stated in the credit card statement of the **principal Cardmember**.
10. The Cardmember acknowledges that there may be a lapse between a transaction made using Cash Back Card and the crediting of the Cash Back into his/her Card Account. Citibank does not represent or warrant that the Cash Back will be immediately reflected in the Cardmember's Card Account or the Cardmember's credit card statement.
11. If Cash Back are awarded to Cardmembers or persons who have committed or suspected of committing any fraudulent, wrongful or unlawful acts in relation to the Cash Back Card or any facility, service and/or accommodation provided by Citibank, Citibank reserves the right to disqualify such Cardmembers or persons from earning or using the Cash Back. Such acts may result in forfeiture of any Cash Back earned as well as cancellation or termination (whether voluntary or involuntary) of the Cardmember's Card Account(s) and/or Cash Back Card(s).

Miscellaneous

12. Citibank will 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 failure or any event beyond the reasonable control of Citibank.

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13. For retail transactions, the assignment of Merchant Category Code (MCC) /Merchant Description (defined below) for each merchant is performed by the respective merchant's acquiring bank and it is the responsibility of the particular acquiring bank to assign the correct MCC/Merchant Description. In the event that Cash Back are not credited to your Card Account due to the incorrect assignment of MCC/Merchant Description by the acquiring bank:-
- (a) you may call CitiPhone Banking at **03-2383 0000** to request for an investigation and rectification;
 - and
 - (b) you agree that Citibank shall not be held responsible for such discrepancies which are beyond the reasonable control of Citibank.

"Merchant Category Code" or **"MCC"** is the code assigned to a merchant by Visa or MasterCard or other card associations when the merchant accepts a card from them as form of payment. The code classifies type of goods or services provided by the merchant.

"Merchant Description" is a name or description assigned by the respective acquiring bank to differentiate merchants.

14. Citibank reserves the right and as it deems fit to change or vary the Cash Back earn rate, collection or capping by giving prior adequate notice. Such changes or variations will be effective on a date determined by Citibank.
15. (a) Citibank has the right to change or vary these terms and conditions by way of posting on Citibank Online accessible via the Website (defined above), or in any other manner deemed suitable by Citibank.
- (b) The Cardmembers agree to access the Website regularly to view these terms and conditions, and to ensure that they are kept up-to-date with any changes to these Terms and Conditions.
- (c) The Cardmembers agree that their continued usage of the Cash Back Card constitutes their acceptance of these terms and conditions (as changed or varied from time to time).
16. Citibank is an issuer of credit cards and is neither a partner/ joint venture partner, affiliated entity or subsidiary of any participating merchants, suppliers or retailers. Citibank shall not be responsible for any defect or any other loss or damage that may be suffered in connection with any goods or services purchased by Cardmembers. 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 suitability or fitness for a particular purpose in respect of any goods or services. Any dispute in relation to the warranty or quality of any goods or services or any terms and conditions in respect thereof shall be settled directly between the Cardmember and the relevant merchant, supplier or retailer. Citibank will bear no responsibility for resolving any dispute.

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17. To the fullest extent permitted by law, Citibank (including its officers, servants, employees, representatives and/or agents, including any third parties) is not liable for any loss or damages which may arise in connection with the Cash Back.
18. Any terms and conditions applicable to these terms and conditions which are 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.
19. These terms and conditions are governed by and construed under the laws of Malaysia.

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