

TERMS & CONDITIONS – SEPTEMBER 2020 DINING AND GROCERY SPEND CAMPAIGN

CAMPAIGN PERIOD

The “**September 2020 Dining & Grocery Spend Campaign (“Campaign”)** organized by Citibank Berhad (Registration No. 199401011410 (297089-M)) (“**Citibank**”) will run from **25 September 2020** until **25 October 2020** (both dates inclusive) (“**Campaign period**”).

These Terms and Conditions shall be read in conjunction with:

- a. Citi Credit Cards Terms and Conditions;
- b. the terms and conditions governing the operation of any account(s) with Us, including but not limited to the Citibank Account Terms and Conditions; and
- c. our rules and regulations;

And if there is any inconsistency or conflict between these terms and conditions and any or all of the terms and conditions stated above, these Terms and Conditions will apply insofar as it is applicable for purposes of this Campaign. These and such mentioned terms and conditions are accessible via <https://www.citibank.com.my>.

ELIGIBILITY

1. Subject to these terms and conditions, this Campaign is open to selected principal Citi Credit Cards issued in Malaysia (hereafter collectively referred to as “Cards” or “Card” if singular) who receive an invitation via short message service (“Invitation SMS”) directly from Citibank (“Eligible Cardmembers” and each, an “Eligible Cardmember”).
2. The following persons are **NOT** eligible to participate in this Campaign:-
 - a) holder(s) of any Citi Card(s) not issued in Malaysia;
 - b) holder(s) of any Card(s) who is (are) in default of any facilities granted by Citibank at any time during the Campaign period, subject to Citibank’s discretion; and/or
 - c) any Citibank customer who has committed or suspected to have committed any fraudulent or wrongful acts in relation to his/her Citibank Card Account or any facility of service granted by Citibank, including Citibank Online, accessible via www.citibank.com.my
 - d) Cardmembers who do not receive an Invitation SMS directly from Citibank.
 - e) US Person is described as any of the following: “**United States Person**” or “**US Person**”
 - a. Any citizen or resident of the United States of America including any person with a United States of America domicile.
 - b. Any person with a United States of America account mailing address;
 - c. Any person holding a United States of America Green Card;
 - d. Any person who meets the “substantial presence test”, that is one who is present in the United States of America for at least 183 calendar days by counting all the days (at least 31) in the current year, 1/3 of the days in the immediately preceding year, and 1/6 of the days in the second preceding year; or
 - e. Any person defined as a US Person for United States of America Tax purposes.

CAMPAIGN MECHANICS & QUALIFYING REQUIREMENTS

- For the purposes of these terms and conditions “Qualifying Spend(s)” means any spend which are made with Citi Card(s) within Campaign period falls within the following Merchant Category Codes (“MCC”) captured by Citibank’s system, set out in table below using any of his/her Citi card(s) within Campaign period (“Qualifying Transaction”).

| Tier | Condition of Qualifying Spend(s) | Eligible Cash Back |
|------|---|--------------------|
| 1 | Spend cumulative of RM1,200 & above across two (2) categories ^{T2} ; Retail Dining and/or Grocery category | RM80 |

***Notes:** ^{T1}-Subject to Cash Back Pool and capping in Table 1 and clause 3 ^{T2}- Subject to Merchant Category Code (MCC) in Table 2

| ^{T1} Table 1: Campaign Period and Cash Back Pool | |
|---|---------------------|
| Campaign Period | Cash Back Pool (RM) |
| 25 September to 25 October 2020 | 124,800 |

- Retail spending on Dining, Shopping, and/or Grocery which are applicable to the following Merchant Category Codes (“Eligible MCC”) stated in Table 2 below:

| ^{T2} Table 2: Merchant Category Code (MCC) | | |
|---|--------------------|--|
| Spend Category | MCC | Description |
| Dining | 5812 / 5813 / 5814 | Eating Places, Restaurants, Bars, Cocktail Lounges, Discotheques, Nightclubs, Taverns and Fast Food Establishments (for example, Nando’s, Tony Romas, McDonald’s, NY Steak Shack) |
| Grocery | 5411 | Grocery stores, Supermarkets (for example, Aeon Big, Tesco, BIG Grocer, Village Grocer, Jaya Grocer) |

*MCC or ‘Merchant Category Code’ is a four-digit number for retail financial services to classify the business of the merchants by the type of goods or services they provide.

- Cash Back is limited to a cap of **RM124,800** throughout the Campaign Period as shown in Table 1 above. The Cash Back will be awarded to the first 1,560 Eligible Cardmembers who meets the Qualifying Spend on a first-come, first-serve basis. Once the Cash Back Pool has been taken up for that Campaign Period, the Eligible Cardmember will not be entitled for Cash Back even if the Eligible Cardmember fulfils the total Qualifying Transaction.
- Qualifying Spend by supplementary card(s) will be included in the computation of the principal Citi Cardmember’s total Qualifying Spend. For the avoidance of doubt, all related Cards of an Eligible Cardmember including his/her Citi credit supplementary Card(s) shall be automatically tracked for purposes of tabulation of the Qualifying Transactions based on transaction dates and/or time (Malaysia Date and/or Time) captured in Citibank’s records only during the Campaign Period and posted **not later than 1 November 2020**.

5. All Qualifying Spend transactions within the Campaign period in foreign currency shall be converted to Ringgit Malaysia (RM) based on the prevailing foreign exchange rate as recorded in the Bank's system for the purpose of tabulating the Qualifying Requirements.
6. The following shall **NOT** be included as Qualifying Spend for the purposes of tabulating the Qualifying Requirements:-
 - a) Transaction which is not within the Spend Category and MCC specified in these terms and conditions;
 - b) Existing monthly recurring /auto-billing;
 - c) E-wallet reloading (e.g. GrabPay, Boost, Touch 'n Go etc.)
 - d) Online food delivery (e.g. GrabFood, Foodpanda, Dahmakan etc.)
 - e) Installments paid under Citibank Flexi Payment Plan or Citibank Easy Payment Plan;
 - f) Transactions which are subsequently cancelled or refunded; and/or
 - g) Disputed, unauthorized or fraudulent purchase transactions;
7. Citibank shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by merchant establishments or any other party.
8. Any determination by Citibank as to what constitutes Qualifying Spend and all transactions as recorded by the Bank (save for fraud and manifest error) shall be final and conclusive.

FULFILLMENT OF CASH BACK

1. At the end of the Campaign period, the Qualifying Spend of each Eligible Cardmember who meet the spend criteria will be calculated and sorted via date and time stamp in ascending order.
2. The Cash Back will be credited to a Eligible Cardmember's highest active Card account within **90 days** after the end of Campaign period and will be reflected in his/her monthly credit card statement.
3. Eligible Cardmembers may participate in more than one Citibank credit cards campaign organized for or in conjunction with credit card usage where the Eligible Cardmember may also be similarly entitled to gifts or rewards. In the event that the promotion/campaign periods for such promotion or campaign overlap with the Campaign Period, then the Eligible Cardmember understands that he/she shall only be entitled to receive the gift/reward from only one of such other promotion or the Campaign, regardless that the Eligible Cardmember fulfills the winning/qualifying criteria for all the promotion/campaign.
4. The following additional terms and conditions shall apply to the Cash Back:
 - a. Cash Back is not transferable
 - b. If there is any dispute or non-receipt of Cash Back, an Eligible Cardmember is required to contact Citiphone at 03-2383 0000 by 26 December 2020 at the latest to request for an inquiry. No request for any inquiry will be entertained after 26 December 2020
 - c. All Citibank Card account(s) and/or other account(s), facilities or loans of the Eligible Cardmember must be in good standing during the Campaign and fulfillment period, as the case may be in order to be entitled to receive the Cash Back, including being prompt in payments due.

- d. Supplementary Cardmembers are not entitled to receive the Cash Back. Cash Back received by such supplementary Cardmember, if any, will be given to the principal Cardmember.
5. At any time prior to fulfillment of Cash Back to the Eligible Cardmember, if Citibank discovers that the Cardmember is a person who:
 - a. is not eligible for the Campaign;
 - b. any of his/her Citibank Credit Card account(s) is closed by Citibank for any reason whatsoever;
 - c. does not hold an active Citi Credit card which entitle Cardmembers to participate in this Campaign; and/or
 - d. has committed or is suspected of committing any misconduct, fraudulent or wrongful acts in relation to his use of any Citibank services or facilities (including Citibank Online)
 - e. Citibank reserves the right to disqualify such person from receiving the Cash Back.

CONSENT

1. Eligible Cardmembers and/or winners who participate in this Campaign are deemed to have expressly agreed to be bound by these Terms and Conditions (as varied or changed), the decisions of Citibank and/or the judges and, to the fullest extent permitted by law, to have consented to and authorized Citibank to disclose their particulars to the third party service providers engaged by Citibank for purposes of this Campaign. Citibank warrants that the disclosure of such particulars to any third party service providers shall be limited to the Eligible Cardmembers' or winners' names, addresses and telephone numbers and shall be used only in relation to and for purposes of this Campaign. Citibank's decision on all matters relating to the Campaign (including the interpretation of these Terms and Conditions) shall be final and binding and no further correspondence or attempt to dispute such decision would be entertained.
2. Each of the Eligible Cardmembers and/or winners is deemed to have given his/her consent and authorization to Citibank to use his/her name and any photographs taken or other information approved by the Eligible Persons for current and future advertising and publicity purposes relating to this Campaign. Eligible Cardmembers also agree to be featured in any publicity material relating to this Campaign. No fee will be paid to any Eligible Cardmember for any of the foregoing.

OTHER TERMS AND CONDITIONS

1. Citibank shall not be liable for any delays on posting of transaction dates made by any merchants or any discrepancies on categorizations of the respective merchants under the Categories. Citibank shall not be responsible for any failures or delays in the transmission of evidence of sales transactions by International Incorporated merchant establishments or any other parties.
2. Citibank's decision on all matters relating to the Campaign will be final and binding.
3. To the fullest extent permitted by law, by participating in this Campaign, each and every Eligible Cardmember is agreeing that he/she will not hold Citibank and its officers, servants, employees, representatives and/or agents, liable for any loss or damages that he/she may incur, in connection with the Campaign.
4. 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.

5. Citibank reserves the right as it deems fit to vary or change any of these terms and conditions from time to time or cancel, terminate, withdraw, or suspend this Campaign and/or replace this Campaign with another similar promotion, Campaign or program with prior notice. Such variation, changes, cancellation, termination, withdrawal or suspension will be notified by posting on Citibank's website at www.citibank.com.my or in any other manner as Citibank deems fit. In this respect, the Eligible Persons participation in this Campaign also signifies his/her agreement to access the Website at regular intervals to view these terms and conditions and to ensure that they are kept up-to-date with any variations or changes which Citibank may effect from time to time. Eligible Persons also agree that their continued participation in this Campaign will constitute their acceptance of these terms and conditions (as varied from time to time). For the avoidance of doubt, any cancellation, termination, withdrawal or suspension by Citibank of this Campaign will not entitle the Eligible Person to any compensation against Citibank for any and all loss or damage that may be suffered or incurred by the Eligible Person as a direct or indirect result of the act of cancellation, termination, withdrawal or suspension.
6. Any terms and conditions 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.
7. These Terms and Conditions are governed by and construed under the laws of Malaysia.

DISCLAIMERS

CITIBANK IS A PROVIDER OF BANKING SERVICES AND AN ISSUER OF CREDIT CARDS. THIS PROMOTION IS SOLELY OFFERED AND SPONSORED BY CITIBANK BERHAD. CITIBANK BERHAD HAS NO AGREEMENT OR AFFILIATION WITH, AND IS NOT AUTHORIZED OR ENDORSED BY, THE RELEVANT MERCHANT. PARTICIPATING MERCHANTS ARE NOT PARTNERS, CO-JOINT VENTURES OR AGENTS OF CITIBANK, NOT ARE THEY RESPONSIBLE FOR THE REWARDS. ALL QUERIES RELATING TO THE PROMOTION SHOULD BE DIRECTED TO CITIBANK.

CITIBANK SHALL NOT BE LIABLE FOR ANY DELAYS ON POSTING OF TRANSACTION DATES MADE BY ANY MERCHANTS. CITIBANK SHALL NOT BE RESPONSIBLE FOR ANY FAILURES OR DELAYS IN THE TRANSMISSION OF EVIDENCE OF SALES TRANSACTIONS BY ANY CARDS ASSOCIATION, MERCHANT ESTABLISHMENTS OR ANY OTHER PARTY.

CITIBANK DOES NOT GIVE ANY WARRANTY OF FITNESS OF ANY PURPOSE OF ANY GOODS OR SERVICES MADE AVAILABLE BY ANY MERCHANT ESTABLISHMENTS OR ANY OTHER PARTY. BY PARTICIPATING IN THIS CAMPAIGN, ELIGIBLE CARDMEMBERS AGREE THAT CITIBANK SHALL NOT BE RESPONSIBLE FOR ANY BODILY HARM (INCLUDING DEATH), LOSS OR DAMAGE OCCASIONED BY ANY PURCHASE, USE OR CONSUMPTION OF ANY PRODUCT OR SERVICES MADE AVAILABLE BY ANY MERCHANT ESTABLISHMENTS