

## **Terms and Conditions – Citi Clear Card Offer Campaign 2020**

1. This “Citi Clear Card Offer Campaign 2020” (“Campaign”) organized by Citibank Berhad ((Registration No. 199401011410 (297089-M)) (“Citibank”) will commence on 1 August 2020 until 31 October 2020 (both dates inclusive) (“Campaign Period”).
2. These Terms and Conditions shall be read in conjunction with:
  - a. Citi Credit Cards Terms and Conditions;
  - b. Citi Clear Card Terms and Conditions;
  - c. 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
  - d. 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**

3. Subject to these terms and conditions, this Campaign open to all principal cardmembers and supplementary cardmembers of Citi Clear Card issued by Citibank Malaysia. The participants of the Campaign will be referred to as “Eligible Citi Clear Cardmembers” and each an “Eligible Citi Clear Cardmember”.
4. The following persons are NOT eligible to participate in the Campaign:
  - a. holder(s) of any Citi Clear Card(s) not issued in Malaysia;
  - b. holder(s) of any Citi Clear 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 Citi Clear Card customer who has committed or suspected to have committed any fraudulent or wrongful acts in relation to his/her Citi credit card(s) account(s) or any facility of service granted by Citibank, including Citibank Online, accessible via [www.citibank.com.my](http://www.citibank.com.my);
  - d. 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.

THE “US” INCLUDES THE UNITED STATES OF AMERICA, GUAM, PUERTO RICO, AMERICAN VIRGIN ISLANDS, AMERICAN SAMOA AND THE NORTHERN MARIANA ISLANDS.

The “United States Person” or “US Person” definition is subject to change by Internal Revenue Service (the U.S. government agency responsible for tax collection and tax law enforcement) from time to time.

### **Campaign Mechanics**

- 5. Subject to Clause 6 below, Eligible Citi Clear Cardmembers will be entitled up to 50% off on their new or add-on subscriptions for Netflix or/and Spotify (“New Subscription(s)”), with cash rebate capped at RM18 (“Cash Back”) per month. In the event that Eligible Citi Clear Cardmembers newly subscribe to both Netflix and Spotify, the Cash Back to be awarded for New Subscription(s) (to both Netflix and Spotify) will be capped at RM18.

As an illustration:

If Customer A enrolled Netflix RM17 package in the month of August, he is entitled to 50% rebate which is equivalent to RM8.50 for the month of August, September and October. By the end of Campaign Period (subject to Clause 6), If Customer A only enrolled for Netflix, he will be eligible for a total of RM25.50 savings on Netflix.

If Customer B enrolled for Netflix RM17 package and Spotify RM20 package for month of August, he is entitled to a rebate of capped at RM18 for the month of August, September and October. By the end of Campaign Period (subject to Clause 6), he will be eligible for a total of RM54 savings on Netflix and Spotify.

- 6. The total Cash Back is limited to a cap of RM83, 274.00 throughout the Campaign Period and subject to a cap of RM27, 758 per Campaign Month (“Monthly Cash Back Pool Capping”) as shown in the Table 1 below. The Cash Back is awarded based on a “first-come-first-served” basis to the Eligible Citi Clear Cardmembers according to the Monthly Cash Back Pool Capping. For the avoidance of doubt, once the Monthly Cash Back Pool Capping has been reached, the Eligible Citi Clear Cardmember will no longer be eligible for the Cash Back notwithstanding New Subscriptions were undertaken. Any excess balance Cash Back from Campaign Month 1, will be carried forward to Campaign Month 2 and similarly, any excess balance Cash Back from Campaign Month 2, will be carried forward to Campaign Month 3.

Campaign Cash Back Pool		
Campaign Month	Campaign Period	Monthly Cash Back Pool Capping (RM)
1	1 August 2020 – 31 August 2020	27,758
2	1 September 2020 – 30 September 2020	27,758
3	1 October 2020 – 31 October 2020	27,758
<b>Total</b>		<b>83,274.00</b>

7. For the avoidance of doubt, all related Citi Clear Cards of an Eligible Citi Clear Cardmember including his/her Citi credit supplementary Card(s) shall be automatically tracked for purposes of tabulation of the New Subscription(s) 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 **7 November 2020**.
8. Citibank shall not be responsible for any failure or delay in the transmission of evidence of New Subscription(s) transaction(s) by merchant establishments or any other party.
9. Any determination by Citibank as to what constitutes New Subscription(s) as recorded by the Bank (save for fraud and manifest error) shall be final and conclusive.
10. Subject to other terms and conditions set out herein, each Eligible Citi Clear Cardmember will be eligible to earn one (1) time Cash Back per Campaign Month and a maximum of three (3) times Cash Back throughout the Campaign Period.

#### **Fulfilment of Cash Back**

11. At the end of the Campaign, the New Subscription(s) of each Eligible Citi Clear Cardmember will be calculated and sorted via date and time stamp in ascending order. Subject to Clause 6,
  - a. in the event that the Eligible Citi Clear Cardmembers newly subscribe to both Netflix and Spotify occurs at different time within the same Campaign Month, the date and time stamp of the first New Subscription will be taken into account for the purpose of awarding the Cash Back. For the avoidance of doubt, both New Subscription will be taken into consideration for the purpose of calculation of Cash Back amount.
  - b. in the event that the Eligible Citi Clear Cardmembers newly subscribe to both Netflix and Spotify at different Campaign Month, Cash Back will only be awarded for the first New Subscription.

12. The Cash Back will be credited to principal Eligible Citi Clear Cardmember's account within **60 days** after the end of Campaign Period and will be reflected in his/her monthly credit card statement.
13. New Subscription(s) which are subsequently cancelled or refunded, and disputed, unauthorized or fraudulent purchase transactions will be disqualified.
14. 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 Citi Clear Cardmembers is required to contact Citiphone at 03-2383 0000 by 31 December 2020 at the latest to request for an inquiry. No request for any inquiry will be entertained after 31 December 2020.
  - c. All Citibank Card account(s) and/or other account(s), facilities or loans of the Eligible Person 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 Citi Clear Cardmembers are not entitled to receive the Cash Back. Cash Back received by such supplementary Citi Clear Cardmember, if any, will be given to the principal Citi Clear Cardmember.
15. At any time prior to fulfillment of Cash Back to the Eligible Citi Clear Cardmembers, if Citibank discovers that the Citi Clear 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 Clear 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),

Citibank reserves the right to disqualify such person from receiving the Cash Back.

#### **Other terms and conditions**

16. 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 International Incorporated merchant establishments or any other parties.
17. Citibank's decision on all matters relating to the Campaign will be final and binding.

18. To the fullest extent permitted by law, by participating in this Campaign, each and every Eligible Citi Clear 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.
19. To the fullest extent permitted by law, 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.
20. 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](http://www.citibank.com.my) or in any other manner as Citibank deems fit. In this respect, the Eligible Citi Clear Cardmembers' 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 Citi Clear Cardmembers 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 Eligible Citi Clear Cardmembers to any compensation against Citibank for any and all loss or damage that may be suffered or incurred by Eligible Citi Clear Cardmembers as a direct or indirect result of the act of cancellation, termination, withdrawal or suspension.
21. This Campaign shall be subject to the regulations, directives and guidelines of Bank Negara Malaysia, and such other relevant regulatory bodies.
22. 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.
23. 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, MERCHANT ESTABLISHMENTS OR ANY OTHER PARTY.

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