

## THE CAMPAIGN PERIOD

This campaign organized by Citibank Berhad (Co. No. 297089-M) ("Citibank") named the "Year-End Overseas Spend Campaign" ("Campaign") shall run from 1st December 2011 to 29<sup>th</sup> February 2012 (both dates inclusive) ("Campaign Period").

## ELIGIBILITY

Subject to Clauses 1 and 2 of this Section, ONLY the following categories of persons who are residents of Malaysia are eligible to participate in this Campaign ("Eligible Persons"):-

Description	Eligibility
Existing Cardmember	An existing holder of a principal Citibank Visa credit card ("Citi Visa Creditcard");
New Cardmember	A person who is not an existing principal holder of a Citi Visa Creditcard and applies for any Citi Visa Creditcard as a principal Creditcard holder ("Application") and the Application is successfully approved during the Campaign Period.

- 1) The following persons are NOT eligible to participate in this Campaign:
  - a) holder (s) of any Citi Visa Creditcard(s) not issued in Malaysia;
  - e) holder (s) of any Citi Visa Creditcard(s) who is (are) in default of any facilities granted by Citibank at any time during the Campaign Period, subject to Citibank's discretion.
- 2) For purposes of these Terms and Conditions, an Application is "successfully approved" only if it is submitted, approved by Citibank and the physical Citi Visa Creditcard has been issued to/opened

in the name of the Eligible Person. A conditional approval is not a “successfully approved” Application.

## THE CAMPAIGN MECHANICS

- 1) **Registration:** To participate in the Campaign, an Eligible Person is required to register with Citibank via one of the following methods:
  - a) short messaging service text (“SMS”) to Citibank in accordance with the instructions as set out in Citibank’s promotional materials; or
  - b) register online at “www.citibank.com.my” (“Website”);
- 2) An Eligible Person who receives from Citibank a SMS confirmation on his/ her mobile phone from which the registration SMS was sent or, in the case of a registration on the Website, a confirmation message shown on the Website, from Citibank confirming that the registration is successful, shall be eligible to participate in the Campaign (“Participant”). A standard SMS cost of 30 sen for each SMS shall be borne by the Participant in addition to the usual charges payable by the Participant to the relevant service provider.
- 3) An Eligible Person with multiple Citi Visa Creditcard is only required to register one of his/her Citi Visa Creditcard. All related Citi Visa Creditcards shall be automatically tracked for purposes of tabulation of the Qualifying Purchases (as defined below) for the Campaign.
- 4) **The Mechanics:** To participate in the Campaign, a Participant will need to make purchases with any of his/ her Citi Visa Creditcard during the Campaign Period (“Qualifying Purchases”) in the in any country outside Malaysia (“Participating Countries”).

Subject to these Terms and Conditions, a Participant whose aggregate spend for his/ her Qualifying Purchases amount to the below specified Minimum Aggregate Spend shall receive the below corresponding Reward:-

Minimum Aggregate Spend	Reward	
Qualifying Purchases aggregating to an amount equivalent to RM2,500 up to RM4,999.99	One unit of Sony MP3 Player NWZ-B162F with retail value of RM159	“Low Tier”
Qualifying Purchases aggregating to an amount equivalent to RM5,000 up to RM9,999.99	One unit of SONY DSC-W510 12.1 MP Digital Camera with retail value of RM399	“Mid Tier”
Qualifying Purchases aggregating to an amount equivalent to RM10,000 and above	One unit of Samsonite Luggage with retail value of RM1,220	“High Tier”

Notwithstanding the above, there are a total of 3,500 units of “Low Tier” Rewards, 1,000 units of “Mid Tier” Rewards and 500 units of “High Tier” Rewards. Accordingly, there will only be 5000 Participants (“Successful Participants”) who will be receiving the Rewards. The following selection criteria will be used to select the Successful Participants, in the following order of priority:

- i. The earliest date of meeting the relevant Minimum Aggregate Spend; then
  - ii. The highest amount (in Ringgit Malaysia) of Qualifying Purchases made in the “Participating Countries”; then
  - iii. The earliest date of successfully registering for the Campaign (as defined under clause 2 of “The Campaign Mechanics”)
- 5) The following shall not be included in the calculation of the Minimum Aggregate Spend for the purposes of this Campaign:
- a) Transactions conducted in Ringgit Malaysia;
  - b) Installments paid under Citibank’s Flexi Payment Plan;
  - c) Qualifying Purchases which are subsequently cancelled or refunded;
  - d) disputed, unauthorized or fraudulent purchase transactions;
  - e) payment of annual Citi Visa Creditcard membership fees,
  - f) interest payments; and
  - g) late payment fees, charges for cash withdrawals and any other form of service/miscellaneous fees.
- 6) Qualifying Purchases made by a supplementary Citi Visa Creditcard holder shall be aggregated with those made by the principal Citi Visa Creditcard holder for purposes of calculation of the Minimum Aggregate Spend.

THE

- 1) The Reward will be sent to the Participant’s mailing address as shown in Citibank’s records, within six (6) weeks from the end of the Campaign Period.
- 2) The following additional terms and conditions shall apply to the Reward:
  - a) Each Participant is entitled to receive only one (1) Reward;
  - b) Rewards are not transferable, nor exchangeable for credit or kind whether in part or in full;
  - c) Supplementary Citi Visa Creditcard holders are not entitled to win the Reward. Rewards won by a supplementary cardholder, if any, will be given to the principal Citi Visa Creditcard holder;
  - d) If there is any dispute or non-receipt of the Reward, the Successful Participant is required to contact CitiPhone at 03-2383 0000 by 20<sup>th</sup> April 2012 at the latest to request an inquiry. No request for any inquiry will be entertained after 20<sup>th</sup> April 2012;
  - e) All Citibank credit card account(s) of the Successful Participant must be in good standing during the Campaign in order to be entitled to receive the Reward;

- f) To the fullest extent permitted by law, there are no, and 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 the Rewards;
- g) The title in the Rewards and any risk of loss or damage to the Rewards will pass to the Successful Participants upon delivery of the Rewards to such Successful Participants. Citibank shall not be liable for or obliged to recognize or replace any defective, lost, damaged or stolen Rewards where such defect, loss or damage in respect of the Prize is not due to the fault and/or negligence of Citibank;
- h) Citibank retains the sole discretion to select the color of the Rewards where applicable; and
- i) For the avoidance of doubt, the Rewards are provided by Citibank's suppliers. Citibank shall not be responsible for any defect or any other loss or damage that may be suffered in connection with any of the Rewards. Any dispute in relation to the warranty or quality of any Reward or any terms and conditions in respect thereof shall be settled directly between the relevant Successful Participant and the relevant supplier. Citibank will bear no responsibility for resolving any dispute and the Successful Participant must liaise directly with the relevant supplier and not Citibank in this regard. If the supplier is unable to supply the same model of the gift, Citibank reserves the right to substitute any gifts with another product of similar retail value.

## **CONSENT**

- 1) Eligible Persons who participate in this Campaign are deemed to have expressly agreed to be bound by these Terms and Conditions (as modified and varied from time to time) and any decisions made by Citibank 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 the Campaign. Citibank warrants that the disclosure of such particulars to any third party service providers shall be limited to such Eligible Persons' names, addresses and telephone numbers and shall be used only in relation to and for purposes of the 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.

## **OTHER TERMS AND CONDITIONS**

- 1) Eligible Persons who participate in this Campaign are deemed to have expressly agreed to be bound by these Terms and Conditions (as modified and varied from time to time) and the decisions of Citibank.
- 2) Citibank reserves the right to disqualify a Participant from participating in the Campaign and/or from receiving the Reward and/or cancel the Reward received by such Participant:
  - (a) where the minimum payment under any of his/her Citibank Card account(s) has been due for 30 days or more;

- (b) if any of his/her Citibank Card account(s) is closed by Citibank for any reason whatsoever;
  - (c) if he/she has committed or is suspected of committing any fraudulent or wrongful acts in relation to any of his/her Citibank Card account(s) or any other Citibank services or facilities including Citibank Online, as defined in the Website;
  - (d) if the Participant closes any of his/her Citibank Card accounts before 29<sup>th</sup> February 2012.
- 3) All transactions as recorded by Citibank shall be final and conclusive.
  - 4) To the fullest extent permitted by law, each and every Participant 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 this Campaign), 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 Campaign, even if Citibank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
  - 5) Citibank reserves the right to cancel, revise, terminate or suspend the Campaign with prior notice. For the avoidance of doubt, any cancellation, revision, termination or suspension by Citibank of the Campaign shall not entitle any Eligible Person or Participant to any claim or compensation against Citibank for any and all loss or damage suffered or incurred by any Eligible Person or Participant as a direct or indirect result of the act of cancellation, revision, termination or suspension.
  - 6) 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 failure or any event beyond the reasonable control of Citibank. Citibank is not liable for any loss, damage or bodily injury (including death) from the use of the gifts.
  - 7) Citibank reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions from time to time with prior notice. These Terms and Conditions may be modified, added, deleted or varied by Citibank by way of posting on the Website, or in any other manner deemed suitable by Citibank. The Eligible Persons who participate in the Campaign 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. The Eligible Persons agree that their continued participation in the Campaign shall constitute their acceptance of these Terms and Conditions (as modified and varied from time to time).
  - 8) These Terms and Conditions (as modified or varied from time to time) shall prevail over any provisions or representations contained in any brochure or other promotional materials advertising the Campaign.