

CITI 2021 MID YEAR CARDS USAGE CAMPAIGN – CITI IN IT 2 WIN IT

TERMS & CONDITIONS

CAMPAIGN PERIOD

This Cards Usage Campaign (“**Campaign**”) organized by Citibank Berhad (Registration no 199401011410 (Co. No. 297089-M)) (“**Citibank**”) will commence from **29 June 2021** to **30 September 2021** (both dates inclusive) (“**Campaign Period**”). The Campaign Period is divided into three (3) Campaign months (each a “**Campaign Month**” or if reference is made to more than one Campaign Month, “**Campaign Months**”):-

Campaign Month	Period	No. of Days
1	29 June till 31 July 2021	33
2	1 August till 31 August 2021	31
3	1 September till 30 September 2021	30

These Terms and Conditions shall be read in conjunction with:

- Citi Credit Cards Terms and Conditions;
- 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
- 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 from time to time any such mentioned terms and conditions are accessible via <https://www.citibank.com.my>.

ELIGIBILITY

- Subject to these terms and conditions, this Campaign is open to existing or new customers of Citibank Berhad, who have attained the age of 21 years, a resident of Malaysia and are in the following categories (“**Eligible Persons**” and each, an “**Eligible Person**”):-

Description	Eligibility
Existing customer	Subject to Clause 2 and 3 below, an existing cardmember of any principal Citi credit card(s) issued by Citibank in Malaysia (“ Citi Credit Cards ”) and Citibank Debit & ATM card(s) issued by Citibank in Malaysia (“ Citi Debit Cards ”); (“Citi Credit Cards” and “Citi Debit Cards” shall hereafter collectively referred to as “ Citi Cards ” or “ Citi Card ” if singular)
New customers ¹	<ol style="list-style-type: none"> A person whose application for any Citi Credit Card(s) is/are successfully approved during the Campaign Period; and/or A person whose application for Citibank Current and Saving Account is approved with Citi Debit Card during the Campaign Period.

¹ “**New customers**” means an applicant who has not within twelve (12) months prior to the Campaign start date, has had his or her Citi Credit Card(s) or Citibank Current or Saving Account(s) cancelled or terminated for whatever reason and is applying for a Citi Credit Card(s) or Citibank current or saving Account during the Campaign Period.

2. The following persons are **NOT** eligible to participate in this Campaign: -
 - 2.1. Citi Business Signature Card members (Business Underwriting)²;
 - 2.2. Citi Travel Accounts holders
 - 2.3. Citi Staff Corporate Card holders (Business Underwriting);
 - 2.4. representatives and/or agents (including advertising agents and Campaign management agents) of Citibank, including their respective immediate family members, meaning parents, spouses, children and siblings;
 - 2.5. Citibank staff who are directly involved in organizing the Campaign;
 - 2.6. holder(s) of any Citi 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;
 - 2.7. any person who has committed or suspected to have committed fraudulent or wrongful acts in relation to his/her Citi Card Account or any facility, service or accommodation granted by Citibank, including Citibank Online, accessible via www.citibank.com.my
 - 2.8. US Person. 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.

3. This Campaign is not opened to individuals resident in the European Union, European Economic Area, Switzerland, Guernsey, Jersey, Monaco, San Marino, The Vatican, Isle of Man or the UK. These Terms and Conditions are not, and should not be construed as, an offer, invitation or solicitation to buy or sell any of Citibank products or services mentioned herein to such individuals.

QUALIFYING REQUIREMENTS

4. For the purposes of these terms and conditions **“Qualifying Requirements”** means the approved criteria/requirement performed by the Eligible Person(s) to qualify for the contest offered under this Campaign (**“Contest”**) and earn Contest entries which is more specifically detailed in the table under “Campaign Mechanics” below³. Eligible Person(s) who is/are participating in the Contest shall be referred to as the “Participants” and each a “Participant”.
5. The following shall **NOT** be included as Qualifying Requirements for the purposes of this Campaign: -

² For the avoidance of doubt, below is the list of eligible and non-eligible Citi Credit Cards which is categorized under CitiBusiness cards:

Eligible	Non-Eligible
Citi Business Platinum Card CitiBusiness Gold (Business Underwriting)	Citi Business Signature Card (Business Underwriting) Citi Travel Account

³ For foreign Citi Card transactions (including online transactions), tabulation of total Qualifying Requirements are after conversion to Ringgit Malaysia (RM) and shall be based on Citibank's transaction records. Citibank shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by International Incorporated, any merchant establishments or any other party.

- a) Instalments paid under Citi PayLite or Citi 0% Easy Pay Plan (for Citi Credit Cards)
- b) Qualifying Requirements which are subsequently cancelled or refunded;
- c) Auto-billing and/ or recurring transaction on Citi Credit Card (not included for Spend & Get only)
- d) Disputed, unauthorized or fraudulent purchase transactions;
- e) Payment of annual Citibank Card membership fees,
- f) Interest and principal payments;
- g) Service Tax or any other taxes;
- h) Late payment fees, charges for cash withdrawals or any other form of service/miscellaneous fees; or
- i) Transactions made by Participants with any merchant associated with or controlled by them (whether as employee, employer, shareholder or director). i.e. transactions by a Participant/cardmember with any corporation or business entity in which he is an employee or employer or works with or has shares or interest in or is a director of.

CAMPAIGN MECHANICS

6. All related Citi Cards which includes Principal Credit Card(s), Supplementary Credit Card(s) and Principal Debit Card shall be automatically tracked for purposes of this Campaign. If the Eligible Person has multiple Citi Cards, the eligible Qualifying Requirement(s) made on all of his/her Citi Cards including principal and supplementary shall be consolidated and not be viewed individually.

SPEND & WIN – MONTHLY PRIZES

7. For Spend & Win, Participant will earn entries based on their Spend & Win qualifying spend amount (“**Spend Entry**”) and Spend & Win qualifying spend frequency (number of transactions) (“**Transaction Entry**”).
8. “**Spend & Win Qualifying Spend**” means any eligible spend made **on any local qualifying purchases or overseas qualifying purchases (based on the prevailing foreign exchange rate)** during the Campaign Period using Citi Cards to earn entry(ies) for this Campaign.
9. For every Spend & Win Qualifying Spend, Participants can earn entries during each Campaign Month (“**Contest Entries**” or “**Entries**” or each, an “**Entry**”) by performing any of the following transaction under the Qualifying Requirement(s) with his/her Citi Cards as follows: -

		Entries earned	
	Minimum spend in single receipt	Online or eWallet reload/top-up	Other retail spend
Every RM50 spend	RM50 – RM999.99	2 entries	1 entry
	RM1,000 and above	4 entries	2 entries
Every 5 transaction	Any amount	10 entries	

For the avoidance of doubt, transactions that is not eligible for Spend Entry shall also be taken into consideration for the Transaction Entry.

Note: Entries with decimal points will be rounded down to the nearest number i.e. 10.7 entries rounded down to 10 entries & 15.1 entries to 15 entries.

10. No split transactions (more than a total of three (3) transactions in a day performed at the same merchant) shall be allowed. In the event a participant performed a total of three (3) or more transactions at the same merchant on the same day, only the first three (3) Spend & Win Eligible Spend shall be counted towards Spend & Win Qualifying Spend and the Spend & Win qualifying spend frequency during the Campaign Month and the subsequent spend shall not be accepted.

Examples below to illustrate how entries can be earned:

Table 1:
Customer spent in both credit and debit card with total 5 transactions within Campaign Period.

No	Card Type	Transaction Date	Spend Amount (in a single receipt)	Spend Entry	Transaction Entry
1	Principal Credit Card	29 June 2021	RM50	1 entry	10
2	Supplementary Credit Card	29 June 2021	RM150 (online)	$(RM150/RM50) \times 2 = 6$ entries	
3	Principal Debit Card	30 June 2021	RM80 (eWallet)	$(RM80/RM50) \times 2 = 2$ entries	
4	Principal Debit Card	5 July 2021	RM10	N/A (less RM50)	
5	Principal Credit Card	27 July 2021	RM1,500 (online)	$(RM1,500/RM50) \times 4 = 120$ entries	
Total sub-entries				129	10
Total entries earned by Principal				139	

Table 2:
Customer spent in both credit and debit card with total 12 transaction within Campaign Period.

No	Card Type	Transaction Date	Spend Amount (in a single receipt)	Spend Entry	Transaction Entry
1	Principal Credit Card	29 June 2021	RM50 (online)	$(RM50/RM50) \times 2 = 2$ entries	20
2	Supplementary Credit Card	29 June 2021	RM50	1 entry	
3	Principal Debit Card	30 June 2021	RM80 (eWallet)	$(RM80/50) \times 2 = 2$ entries	
4	Principal Debit Card	5 July 2021	RM10	N/A (less RM50)	
5	Principal Credit Card	5 July 2021	RM1,500 (online)	$(RM1,500/RM50) \times 4 = 120$ entries	
6	Supplementary Credit Card	8 July 2021	RM50	1 entry	
7	Supplementary Credit Card	9 July 2021	RM1,000	$(RM1,000/RM50) \times 2 = 40$ entries	
8	Principal Debit Card	21 July 2021	RM49	N/A (less RM50)	
9	Supplementary Credit Card	23 July 2021	RM60	1 entry	
10	Principal Credit Card	26 July 2021	RM849	$(RM849/RM50) \times 1 = 16$ entries	
11	Principal Credit Card	27 July 2021	RM525 (online)	$(RM525/RM50) \times 2 = 20$ entries	
12	Principal Debit Card	27 July 2021	RM320	$(RM320/RM50) \times 1 = 6$ entries	
Total sub-entries				209	20
Total entries earned by Principal				229	

11. Each Contest Entry earned provides a chance for the Participant(s) to win the Monthly Prizes.
12. Tabulation of Qualifying Requirements for each Campaign Month shall be based on those transacted within respective Campaign Month.
13. Subject to the terms and conditions herein, Participants are eligible to earn and accumulate Contest Entries only starting from each Campaign Month.
14. All Participants may be notified periodically throughout the Campaign Period of their total Contest Entries via SMS or E-mail only as an indicator of the Contest Entries earned by a Participant. At the end of the Campaign Period, the total number of Contest Entries received by a Participant shall be based on Citibank's records, which shall be reflected in the Overall Campaign Summary. The Overall Campaign Summary shall be final and conclusive and may be sent to each eligible Participant via SMS or eDM or any other communication method which Citibank deems fit at the end of the Campaign Period.
15. Citibank shall not be responsible for any failure and/or delay in the transmission of evidence of sales transactions by any merchant(s) or any other party which is beyond Citibank's reasonable control.

SPEND & GET - GUARANTEED GIFT

16. During the Campaign Period, an Eligible Person who is also a principal cardmember ("**Principal Cardmember**") will get the following gift ("**Guaranteed Gift**") throughout the Campaign Period which will be communicated via SMS or eDM upon fulfilling Spend & Get Qualifying Spend:-

Gift Type	
RM5 Cashback	5 Contest Entry
RM10 Cashback	10 Contest Entry
RM20 Cashback	20 Contest Entry
RM30 Cashback	30 Contest Entry

"**Spend & Get Qualifying Spend**" refer to spend made on Principal Credit Card(s), Supplementary Credit Card(s) and/ or Principal Debit Card with a minimum of RM100 in single receipt.

17. There shall be no capping on the number of Guaranteed Gift that the Principal Cardmember can get throughout the Campaign Period.
18. Upon fulfillment of the Spend & Get Qualifying Spend, an Instant SMS or email notification will be sent to the Cardmember's latest mobile number or E-mail address furnished to Citibank as shown in Citibank's records on a selected day on any day that Citibank in Kuala Lumpur is open for business.
19. For the avoidance of doubt, although the Supplementary Cardmember may receive the instant SMS or email notification for meeting the Spend & Get Qualifying Spend, the Supplementary Citi Cardmembers are not entitled to win the Guaranteed Gift. The Guaranteed Gift will be given to the Principal Cardmembers only.
20. Cardmember with mobile number or e-mail address not registered in Citibank's records will not be receiving the instant SMS or email notification and may be excluded from receiving the Guaranteed Gift.

Table 3 :
Sample scenarios for Spend & Get notification:

Card Type	Spend Amount	Mobile Number Registered	E-mail Address Registered	Spend & Get Offer
Principal Credit Card	RM100	Yes	Yes	SMS will be sent to Principal
Principal Credit Card	RM99	No	Yes	No notification will be sent due to Spend & Get Qualifying Spend not met.
Supplementary Credit Card	RM200	Yes	No	SMS will be sent to Supplementary Cardmember. Note: Fulfilment of Guaranteed Gift will be given to Primary Cardmember
Supplementary Credit Card	RM150	No	Yes	eDM will be sent to Supplementary Cardmember. Note: Fulfilment of Guaranteed Gift will be given to Primary Cardmember
Principal Debit Card	RM1,000	No	No	No offer will be sent due to no registered Mobile Number or E-mail address with Citi
Principal Debit Card	RM199	Yes	Yes	SMS will be sent to Principal

21. The Guaranteed Gift will be generated randomly and cannot be selected by the Participant. Spend & Get Guaranteed Gift, which is in the form of Cashback will be credited into the respective Citi Card highest active account of the Participant within twelve (12) weeks from the expiry of each Campaign Month and captured in the Participant's monthly statement of account.
22. Contest Entries earned through the Spend & Get Guaranteed Gift shall be used for the tabulation of Monthly Prize for the same Campaign Month.
23. Citibank shall not be responsible for nor shall it have any control whatsoever on the SMS traffic, network failure and/or interruptions on the part of the respective telecommunications service providers or the Bank's SMS vendor for any reason(s) whatsoever resulting in the delay of the SMS.
24. The Spend & Get Guaranteed Gift is non-transferable.

MONTHLY PRIZES

25. At the end of each Campaign Month, a winner will be selected based on the Contest Entry earned by Participants during the Campaign Month accumulated from for the Campaign.
26. There will be a total of ninety (90) Prizes (30 winners per Campaign Month) up for grab as follows which shall be referred to as the "Prizes" or each, a "Prize" or where context requires, in their own name): -

Campaign Month	Prize	Total Winners
1	Sony 65" 4K Ultra HD Smart TV (model KD-65X80AJ) and Sony Sound System (model HT-S350)	30
2	Galaxy S21 Ultra 5G (16+512)	30
3	12.9-inch iPad Pro Wi-Fi + Cellular 256GB	30
Total		90

27. Each Participant may only win **one (1)** Prize per Campaign Month and up to **three (3)** Prize(s) throughout the Campaign Period (excluding the Spend & Get Guaranteed Gift).

28. Shortlisting of Winners:

- a) At the end of each Campaign Month, each Contest Entry earned by Participants during the Campaign Month will be given a random serial number and then sorted in ascending numeric value based on this number. After sorting, each Contest Entry will be numbered sequentially starting from 01 ("**Sequential Number**") for the smallest random serial number. A total of 200 shortlisted Participants with the smallest random serial number starting from 01 will be shortlisted ("**Shortlisted Participants**" or each a "**Shortlisted Participant**"), to be in line to win the Monthly Prizes ("**Winner(s)**".)
- b) A SMS containing SMS Q&A will be sent to the first 30 shortlisted participants starting with the Participant who has the Contest Entry with the smallest Sequential Number, to that Participant's latest telephone numbers furnished to Citibank as shown in Citibank's records on a selected day on any day that Citibank in Kuala Lumpur is open for business.
- c) The shortlisted Participants who reply with the correct answer to the SMS Q&A in the **fastest time** will be entitled to win Monthly Prize.
- d) In the event a shortlisted Participant's reply is not received by Citibank **within eight (8) hours** after the SMS Q&A was sent or the question was not answered correctly in the first attempt, the shortlisted Participant will be deemed disqualified from participating for the Campaign Month. If Citibank has yet to finalize all winners for Monthly Prizes, the shortlisted Participant will be replaced with a next-in-line shortlisted participant at its sole discretion. For the avoidance of doubt, the shortlisted participant who answered the question correctly but is not amongst the earliest to answer the question will not be entitled to win the Monthly Prize.
- e) If a shortlisted Participant sends more than one SMS, only the first SMS received by Citibank will be counted. Standard telecommunication charges to reply to the SMS Q&A will apply.
- f) Citibank is not responsible for nor it has any control whatsoever on the SMS traffic, network failure and/or interruptions on the part of the respective telecommunication's service providers or the Bank's SMS vendor for any other reason(s) whatsoever resulting in the delay of the SMS during the SMS Q&A.
- g) Each Participant can only be shortlisted once (1) throughout the Campaign Month. In the event where multiple Contest Entries of a Participant are selected, he/she will only be shortlisted for his/her Contest Entries with the smallest Sequential Number.

General Terms relating to Monthly Prize(s)

29. The Winners will be announced by Citibank on the Campaign Website within twelve (12) weeks from the end of each Campaign Month.

30. In the event, the Winner(s) for the Monthly Prize is uncontactable for the delivery arrangement of the Prize(s) or no update or request from Winner(s) by 31 March 2022, the Prize(s) shall be forfeited.

31. By accepting the Spend & Get Guaranteed Gift and/or replying to the Campaign Q&A (by way of SMS), the Participant is deemed to have accepted the Campaign Terms & Conditions and consenting the Winners details to be announced by Citibank on the Campaign Website.

ADDITIONAL TERMS & CONDITIONS RELATING TO PRIZES AND DISCLAIMERS

32. The following additional terms and conditions shall apply to the Prizes: -

- 32.1. Fulfilment of the Prizes will be provided by Citibank's supplier within sixteen (16) weeks from the end of each Campaign Month.
- 32.2. Prizes are given out on "as is" basis. Prizes are non-transferable and non-exchangeable for cash or other goods, whether in part or in full.
- 32.3. Participants/ Winners must abide by all laws and regulations currently in place and the terms and conditions of the party(ies) arranging and/or providing the Prize and the terms and conditions attached to the Prize, if any.
- 32.4. Supplementary Citi customers/Cardmembers are not entitled to win the Prize. Prizes will be given to the principal Cardmember only.
- 32.5. All Citibank Card account(s) and/or other account(s), facilities or loans of the Winners must be in good standing during the Contest, including the shortlisting process and before the date of delivery or collection of any Prize(s), as the case may be in order to be entitled to receive the Prize(s), including being prompt in payments due.
- 32.6. At any time prior to fulfillment of the Prize to the Winners, if Citibank discovers that the Winner is a person who:
 - i. is not eligible for the Campaign;
 - ii. any of his/her Citibank Credit Card account(s) is closed by Citibank for any reason whatsoever;
 - iii. does not hold an active Citi Card which entitle cardmembers to participate in this Campaign; and/or
 - iv. 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 Prize.
- 32.7. 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 Prizes.
- 32.8. Picture(s) of the Prize(s) shown in any advertisement, promotional, publicity and other materials relating to or in connection with this Campaign is/are solely for illustration purposes only and may not depict the actual colour, model or specifications of the Prize(s) and does not include any optional accessories.
- 32.9. Citibank reserves the right at its discretion to substitute the Prize with other product of approximately equivalent value at any time with prior notice.
- 32.10. For the avoidance of doubt, the Prizes are provided by Citibank's suppliers and the Monthly Prize(s) may be subject to further terms and conditions as determined by the supplier. The bank will not be involved in the transfer of prize ownership and such transfer arrangement should be made directly between the Winner and the relevant supplier.
- 32.11. The Eligible Persons, Participants and/or Winners hereby acknowledge and agree that Citibank excludes all warranty and/or liability in connection with the awarded prizes and/or the Campaign. Participants shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the Contest, redemption and/or usage of the prizes. Citibank shall not be held responsible for any loss, damage or injury (including death) in any manner whatsoever suffered by the Participants as a result of the participation in the Campaign and/or the use of the Prizes.
- 32.12. The title in the Prizes and any risk of loss or damage to the Prizes will pass to the Winners upon delivery of the Prizes to such Winners. Citibank shall not be liable for or obliged to recognize or replace any defective, lost, damaged or stolen Prizes where such defect, loss, or damage in respect of the Prize is not due to the fault and/or negligence of Citibank.
- 32.13. Where Prizes under this Campaign are in the form of certificates/vouchers issued by participating merchants or suppliers, the Prizes are valid for use until the date specified on the certificates/vouchers and are subject to the relevant terms and conditions applicable to using them. If they remain unused or unredeemed after any specified date, these certificates/vouchers will lapse and will not be replaced.

- 32.14. To avoid any doubt, if the Prizes (where the Prizes are in the form of certificates/vouchers) are used for a value less than the amount stated on them, the difference will not be refunded to the Participant. If the value of the Prizes is less than the value of the item(s) purchased, the Participant/ Winner must pay the difference.
- 32.15. To avoid further doubt, where Prizes are in the form of certificates/vouchers for dining, travel, entertainment and/or hotel accommodation purposes issued, such Prizes do not constitute a reservation or booking. Participants/Winners will have to make their own reservations based on the terms and conditions applicable to using them.
- 32.16. In that respect, each and every Eligible Person/ Participant/Winner understands that the terms and conditions specified in the Prizes, where applicable, are beyond Citibank's control and are determined by the supplier. Any disputes(s) arising out of the terms and conditions applicable to such Prize(s). Citibank is not responsible for investigating or resolving any disputes between any Winner and the supplier and is not responsible for replacing or cancelling any redemption as a result of such dispute(s).
- 32.17. If there is any dispute or non-receipt of the Prize, Winners are required to contact CitiPhone at 03-2383 0000 by **31 March 2022** at the latest to request an inquiry. No request for any inquiry will be entertained after **31 March 2022**.

CONSENT & PUBLICITY

33. Eligible Persons, Participants 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 and participating merchants 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 the Eligible Persons' or Participants' or Winners' names, addresses and telephone numbers and shall be used only in relation to and for purposes of the Contest. 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.
34. Each of the Eligible Persons, Participants 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, Participants and/or Winners for current and future advertising and publicity purposes relating to the Contest. Eligible Persons, Participants and/or Winners also agree to be featured in any publicity material relating to the Contest. No fee will be paid to the Winners for any of the foregoing.

OTHER TERMS AND CONDITIONS

35. If a Prize is to be awarded to a Participant who: -
 - a) is not eligible to participate in the Campaign and/or receive the Prize; and/or,
 - b) has committed or is suspected of committing any misconduct, fraudulent or wrongful acts in relation to his/her use of any Citibank services or facilities.
36. Citibank reserves the right to disqualify such Participant from the Campaign and/or receiving the Prize.
37. 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 Visa International Incorporated, merchant establishments or any other parties.
38. Citibank's decision on all matters relating to the Campaign will be final and binding.
39. To the fullest extent permitted by law, by participating in this Campaign, each and every Participant 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. Any liability that Citibank

may have to any Eligible Person/ Participant/ Winner or any other person (if any) is limited to Direct Damages only, "Direct Damages" means actual damages or losses suffered by the Eligible Person/Participant/Winner or any other party (if any) as a result of a direct and immediate action by Citibank and shall not include any compensation for special, punitive, indirect, incidental or consequential damages or losses of any kind whatsoever, including but not limited to loss of profits, business or value, whether or not foreseeable.

40. 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.
41. 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 the Campaign Website or on Citibank Online, accessible at www.citibank.com.my or in any other manner as Citibank deems fit. In this respect, the Participants 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. Participants 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 Participant to any compensation against Citibank for any and all loss or damage that may be suffered or incurred by the Participant as a direct or indirect result of the act of cancellation, termination, withdrawal or suspension.
42. 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.
43. The products and services mentioned in this Campaign terms and conditions are not offered to individuals resident in the European Union, European Economic Area, Switzerland, Guernsey, Jersey, Monaco, San Marino, The Vatican and Isle of Man. This Campaign is not, and should not be construed as, an offer, invitation or solicitation to buy or sell any of the products and services mentioned herein to such individuals.
44. These Terms and Conditions are governed by and construed under the laws of Malaysia.

CITIBANK'S PRIVACY POLICY

At Citi, the security of personal information about you is our priority. We protect this information by maintaining physical, electronic, and procedural safeguards that meet applicable law. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive.

Please refer to our [Notice and Choice Principle Statement](https://www.citibank.com.my/privacyEng/PDPA_Eng.pdf) accessible via https://www.citibank.com.my/privacyEng/PDPA_Eng.pdf which outlines how we intend to deliver all the rights and protections you are entitled to in respect of your personal data.