



## TERMS & CONDITIONS – MAY 2022 10% CASH BACK UTILITIES CAMPAIGN

### **CAMPAIGN PERIOD**

The “**May 2022 10% Cash Back Utilities Campaign** (“**Campaign**”) organized by Citibank Berhad (Registration No. 199401011410 (297089-M)) (“**Citibank**”) will run from **1 May 2022** until **31 July 2022** (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”).

\*Note: Citibank is not responsible for nor 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 other reason(s) whatsoever resulting in the delay of the Invitation SMS.

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;
  - 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](http://www.citibank.com.my);
  - d) Cardmembers who do not receive an Invitation SMS directly from Citibank; and/or
  - 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.



- The Citi Credit Cards mentioned in these Terms and Conditions are not offered to individuals' resident in the European Union, European Economic Area, Switzerland, Guernsey, Jersey, Monaco, San Marino, Vatican, The 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.

**CAMPAIGN MECHANICS & QUALIFYING REQUIREMENTS**

- Subject to these terms and conditions, Eligible Cardmembers who satisfy the condition of Qualifying Spend below will be eligible for Cash Back in accordance with Table 1.

Table 1: Condition of Qualifying Spend(s)		
Condition of Qualifying Spend(s)	Eligible Cash Back Per Eligible Cardmember	<sup>2</sup> Cash Back Cap Per Eligible Cardmember
Transactions made with <b>cumulative spend under Utilities category<sup>1</sup> at specific Eligible Merchant</b> stated in Table 3, column 3	<b>10% Cash Back</b> on the total cumulative spend amount subject to Cash Back Cap per Eligible Cardmember in column 3	<b>RM80</b> per Eligible Cardmember for each campaign month

<sup>1</sup>Subject to Eligible Merchant & Merchant Category Code (MCC) in Table 3 below.

<sup>2</sup>Subject to Cash Back pool in Table 2 below.

- Campaign Period will be divided into 3 Campaign Months in accordance with Monthly Campaign Period in Table 2 below. Eligible Cardmembers may participate in all 3 Campaign Months. Qualifying Spend(s) for each Campaign Month will be based on the cumulative spend made during the Monthly Campaign Period for the Campaign Month.
- Cash Back is limited to a monthly cash back cap pool of **RM50,000** and total cash back pool of **RM150,000** throughout the Campaign Period, as shown in Table 2 below. The Cash Back will be awarded to Eligible Cardmembers who meets the condition of Qualifying Spend in Table 1, on a first-come, first-serve basis. Once the Cash Back Pool has been taken up for that Campaign Month, the remaining Eligible Cardmember will not be entitled for Cash Back even if the Eligible Cardmember fulfills the condition of Qualifying Spend for the particular campaign month. If the Cash Back monthly pool has not been fully taken up for any of the Campaign Month, any excess balance cash back for the particular Campaign Month will be forfeited.

Table 2: Campaign Period and Cash Back Monthly Cap Pool		
Campaign month	Monthly Campaign Period	Monthly Cash Back Cap Pool (RM)
1	1 May 2022 – 31 May 2022	50,000
2	1 June 2022 – 30 June 2022	50,000
3	1 July 2022 – 31 July 2022	50,000
<b>Total</b>		<b>150,000</b>

- For the purposes of these terms and conditions “Qualifying Spend(s)” means any spends) which are made with Citi Card(s) within Campaign Period on the specific Eligible Merchant that fall within the following Merchant Category Codes (“MCC”) and captured by Citibank’s system, set out in table below using any of his/her Citi card(s) within Campaign Period (“Qualifying Transaction”). Cumulative spending on Eligible Merchant under Utilities category prescribed under the following Merchant Category Codes (“Eligible MCC”) are stated in Table 3 below:

Table 3: Merchant Category Codes (MCC)\*

Spend Category	MCC* and merchant description	Eligible Merchant
Utilities	4900 and 5968 with merchant description TNB	TNB

\*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.

5. Qualifying Spend by supplementary card(s) will be included in the computation of the principal Citi Cardmember's total Qualifying Spend. If an Eligible Cardmember holds more than one Citi Card, transactions made using all Citi Cards will be included for the calculation of 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 7 August 2022**.
6. 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.
7. The following shall **NOT** be included as Qualifying Spend for the purposes of tabulating the Qualifying Requirements:-
  - a) Transactions which are not within the Spend Category, Eligible Merchant and listed Merchant Category Codes stated in Table 3;
  - b) Bill payments via JomPay;
  - c) Installments paid under Citi Paylite (formerly known as Citibank Flexi Payment Plan) or Citi 0% Easy Pay Plan;
  - d) Transactions which are subsequently cancelled or refunded; and/or
  - e) Disputed, unauthorized or fraudulent purchase transactions.
8. Subject to other terms and conditions set out herein, each Eligible Cardmembers will be eligible to get one (1) time Cash Back for each Campaign Month and a maximum of three (3) times Cash Back throughout the Campaign Period.
9. 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.
10. To the fullest extent permitted by law, any determination by Citibank as to which transaction falls within the Spend Category, Eligible Merchant and MCC, 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 the Eligible Cardmember's principal Card account within **60 days** after the end of the Campaign Period. If a customer has multiple Card accounts, the cash back will be credited to the highest Card type with active retail spend. The cash back 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 **31 October 2022** at the latest to request for an inquiry. No request for any inquiry will be processed after **31 October 2022**.
  - 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.

## **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](http://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