

(TR9) TERMS & CONDITIONS – SEP-OCT 2022 TRAVEL AND FOREIGN SPEND CAMPAIGN

CAMPAIGN PERIOD

The “**Sep-Oct 2022 Travel and Foreign Spend**” (“Campaign”) organized by Citibank Berhad (Registration No. 199401011410 (297089-M)) (“Citibank” or “Bank”) will run from **1st September 2022** till **31st October 2022** (“Campaign Period”).

This Campaign is governed by these terms and conditions, which is read in conjunction with:

- a) the terms and conditions governing the operation of any account(s) with Citibank, including but not limited to the Citibank Account Terms and Conditions; and
- b) Citibank’s rules and regulations,

and if there is any inconsistency or conflict between these terms and conditions and the terms and conditions stated in (a) and (b) above, these terms and conditions will apply insofar as it is applicable for purposes of this Campaign. These terms and conditions and the abovementioned terms and conditions are accessible via <https://www.citibank.com.my> . By participating in this Campaign, eligible Participants agree to be bound by these terms and conditions (subject to any variation or modification from time to time with prior notice). Citibank reserves the right, at its reasonable discretion, to disqualify any eligible Participant or anyone from participating in the Campaign (for example, if the person had committed fraud or forged a transaction or retail purchase).

ELIGIBILITY

1. This Campaign applies to principal cardmember of Citi Credit Cards issued in Malaysia (hereafter collectively referred to as “Cards” or “Card” if singular). The participant of the Campaign will be referred to as “Eligible Cardmembers” or “Participants” and each an “Eligible Cardmember” or “Participant”).
2. The following Citibank cards are excluded from this Campaign:-
 - a. Citi Business Signature Card (Business Underwriting);
 - b. Citi Business Gold Card (Business Underwriting);
 - c. Citi Travel Account Card;
 - d. any Citi Card(s) not issued in Malaysia
3. The following persons are **NOT** eligible to participate in this Campaign: -
 - a. 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
 - b. 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
 - c. US Person is described as any of the following: “United States Person” or “US Person”
 - i. Any citizen or resident of the United States of America including any person with a United States of America domicile.
 - ii. Any person with a United States of America account mailing address;
 - iii. Any person holding a United States of America Green Card;
 - iv. 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
 - v. Any person defined as a US Person for United States of America Tax purposes
4. This Campaign and/or product(s) of services(s) offered here are not offered to any individuals of 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, sell or invest in any of the products mentioned herein to such individuals.

CAMPAIGN MECHANICS & QUALIFYING REQUIREMENTS

1. QUALIFYING TRANSACTIONS AND SPEND

1.1. For the purposes of these terms and conditions “Qualifying Spend” means Qualifying Transaction made with Citi Card(s) within the Campaign Period as captured by Citibank’s system. For the purpose of this Campaign, “Qualifying Transaction” means any spends which are made with Citi Card(s) within Campaign Period that fall within the Merchant Category Codes (“MCC”) and MCC Description as stated in Table 1 below and retail spend billed in foreign currency (“Foreign Spend”) and exclude spends made under Clause 1.4 below:

| Table 1: Qualifying Transaction(s) | | | |
|------------------------------------|----------------|-----------------------------------------------------|------------------------------------------------------------|
| | Spend Category | Eligible Merchant Category Codes (MCC) ¹ | MCC Description |
| Local Spend | Travel | 3000 – 3299, 4511 | Airlines |
| | | 3500 – 3999, 7011 | Lodging – Hotels, Motel, Resorts |
| | | 4722, 4723 | Travel Agencies and Tour Operators, Package Tour Operators |
| | | 7991 | Tourist Attractions and Exhibits |
| Foreign Spend ² | All Categories | NA | |

¹MCC or ‘Merchant Category Code’ is a four-digit number for retail financial service to classify the business of the merchants by the type of goods or services they provide.

²Refer to retail spend/transactions billed in foreign currency

- 1.2. Qualifying Spend (s) would be calculated on a customer level. If an Eligible Cardmember holds multiple principal Citi credit cards (for example Eligible Cardmember holds Citi Rewards Card and Citi PremierMiles Card), transactions made using all Eligible Cardmembers’ Citi credit cards, including its related supplementary card(s) will be included in the computation of the principal Citi Cardmember’s total Qualifying Spend and 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 7th November 2022**.
- 1.3. 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.
- 1.4. 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. Installments paid under Citibank Flexi Payment Plan or Citibank Easy Payment Plan;
 - d. Transactions which are subsequently cancelled or refunded; and/or
 - e. Disputed, unauthorized or fraudulent purchase transactions;
- 1.5. 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.

1.6. 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.

2. MONTHLY PRIZES:

2.1. Eligible Cardmember who meets the Qualifying Requirement (s) will stand a chance to win Cash Back in accordance with Table 2 below.

| Condition of Qualifying Spend (s) | Tier | Cumulative Spend Target in a Campaign Month | Eligible Cash Back | Salient Terms |
|---------------------------------------------------------------------|------|---------------------------------------------|--------------------|----------------------------------------------------------------------------------------------------------|
| Spend cumulative across (2) categories under Qualifying Transaction | 1 | RM3,000 – RM5999.99 | RM150 | <ul style="list-style-type: none"> Subject to the Cash Back Pool Capping in Table 3 below |
| | 2 | RM6,000 and above | RM500 | |

2.1 Total cash back available under this Campaign is capped at **RM200,000** per Campaign Month and **RM400,000** throughout the Campaign Period (“Cash back Pool Capping”). The cash back will be awarded to any eligible Participant who meets the Qualifying Requirement on a “**first-come-first-serve**” basis. **For the avoidance of any doubt, once the Cash back Pool Capping have been fully exhausted, no cash back will be awarded although the Qualifying Requirement(s) have been met by the remaining eligible Participants.**

| Campaign Month | Campaign Month Period | *Cash back Pool Capping |
|----------------|------------------------------------------------------------------|-------------------------|
| 1 | 1 st September 2022 – 30 th September 2022 | RM200,000 |
| 2 | 1 st October 2022 – 31 st October 2022 | RM200,000 |

**Note: Once the Cash back Pool Capping for the Campaign Month Period have been fully exhausted, no cash back will be awarded to the eligible Participant although the Qualifying Requirement(s) have been met.*

2.2 Fulfillment of Monthly Prizes:

- A) At the end of each Campaign Month, the Qualifying Transactions of each eligible Participants will be calculated and sorted via date and time stamp in ascending order.
- B) The Cash Back will be credited to Eligible Cardmember’s highest active Card account within **8 weeks** after the end of Campaign Period and will be reflected in his/her monthly credit card statement.
- C) The following additional terms and conditions shall apply to the Cash Back:
 - i. Cash Back is not transferable
 - ii. 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 January 2023** at the latest to request for an inquiry. No request for any inquiry will be processed after **31 January 2023**.
 - iii. 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.
 - iv. 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.

- v. Subject to other terms and conditions set out herein, each Participant will be eligible to receive a maximum of one (1) time cash back in each Campaign Month.

3 **CAMPAIGN TOP SPENDERS**

3.1 In addition to winning the Monthly Prizes, **15 Eligible Cardmembers** with the highest accumulated Qualifying Spend during Campaign Period will also stand a chance to win Top Spender Prize during Campaign Period.

3.2 The Top Spender Prize details as below:

| Top Spender Prize | No. of Winners |
|--------------------------|----------------|
| RM3,000 cash back | 15 |

3.3 In the event of a tie for the last Top Spender Winner, the earlier timestamp to achieve the highest spend will be taken into account in determining the Top Spender Winner.

3.4 General Terms relating to Top Spender Prize

- a. Top Spender Winners will be announced by Citibank on campaign website within eight (8) weeks from the end of Campaign Period and the Top Spender Prize will be paid to eligible cardmember's highest active card account
- b. Subject to other terms set out herein, Eligible Cardmember will be eligible to receive a maximum of one (1) Top Spender Prize throughout the Campaign Period.
- c. If there is any dispute or non-receipt of Top Spender Prize, winner is required to contact Citiphone at 03-2383 0000 by **31 January 2023** at the latest to request for an inquiry. No request for any inquiry will be entertained after **31 January 2023**.
- d. The Top Spender Prize is non-transferable.

OTHER TERMS AND CONDITIONS

1. At any time prior to fulfillment of Cash Back to the eligible Cardmember, if Citibank discovers that the Cardmember 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 Credit 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 prizes/cash back.

2. 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.
3. 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.
4. Citibank's decision on all matters relating to the Campaign will be final and binding.
 5. 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.
 6. 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.
 7. 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.
 8. 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.
 9. 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



Privacy

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.