

2021 Upgrades Phase 1 Campaign

Terms and Conditions

Campaign Period

- 1) This 2021 Upgrades Phase 1 Campaign (“**Campaign**”) is organized by Citibank Berhad (Registration No. 199401011410 (297089-M) (“**Citibank**” or “**Bank**”) and is valid from 2 February 2021 to 31 December 2021, both dates inclusive (“**Campaign Period**”).
- 2) This Campaign is governed by the terms and conditions set out below. These terms and conditions are read in conjunction of the Citibank Account Terms and Conditions (accessible via <https://www.citibank.com.my>) and if there is any conflict or discrepancy between the two in respect of this campaign, these terms and conditions prevails. By participating in this campaign, the client(s) (“**Client(s)**” or “**Participant(s)**”) agree to be bound by them. Unless stated otherwise, definitions used in these terms and conditions will carry the same meaning as definitions found in the Citibank Account Terms and Conditions.

Eligibility and Qualifying Criteria

- 3) This Campaign is open to customers (“**Eligible Clients**”) who are existing Citibanking and Citi Priority clients.
- 4) This Campaign is open to Citibank (including subsidiaries and affiliates of Citibank in Malaysia) staff.
- 5) This Campaign is not open to US Person. “**United States Person**” or “**US Person**” is described as any of the following:
 - (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.

- 6) This Campaign and product(s) offered here are not offered to individuals resident in the European Union, European Economic Area, Switzerland, Guernsey, Jersey, Monaco, San Marino, Vatican and 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.
- 7) The following terms shall have the following meanings when used in these terms and conditions: -

“Fresh Funds” refer to funds that do not originate from any existing account(s) with Citibank.

“AUM” refers to combined balances held in client’s primary relationship accounts including Citibank checking and savings account, time deposits, Investments and Insurances. For clarity, time deposits with promotional rates and mortgage loan amount and its mortgage linked current account balance will not be counted towards the AUM for this Promotion.

Promotion & Campaign Mechanics

- 8) Subject to these terms and conditions, Participants who meet the criteria below based on the option chosen will be eligible for the reward (“Gift”)
- Top up a minimum of RM100,000 → RM300 cash
Top up a minimum of RM200,000 → RM600 cash
Top up a minimum of RM300,000 → RM900 cash
- 9) Top up amount must be Fresh Funds.
- 10) Each successful Participant can only participate in this Campaign once and be entitled for the reward once throughout the Campaign Period.
- 11) Upon the top up of the amount, Participants must be upgraded to a higher segment and successfully maintain the minimum AUM topped up for 3 consecutive months to be eligible for the reward.
- Example: If customer tops up RM100,000 to become a qualified Citi Priority on 15 March 2021, customer must maintain his/her AUM threshold RM100,000 and above for the months of March, April and May in order to receive the Gift.*
- 12) Subsequently, if Participants maintain their total AUM after the top up for 3 months, they will be eligible for Phase 2 Campaign offers.
- 13) Participants can participate in other on-going promotions or campaigns, subject to such other on-going promotions' or campaigns' respective terms and conditions.

Miscellaneous

- 14) Citibank reserves the right to disqualify anyone from participating in this Campaign and/or receiving the Gift. Participants whose account(s) has been terminated during the Campaign Period or before fulfilment of the Gift or Participant who breach of the terms and conditions applicable to their accounts will be disqualified from receiving the Gift.
- 15) This Campaign shall be subject to the regulations, directives and guidelines of Bank Negara Malaysia, and such other relevant regulatory bodies.
- 16) Citibank shall not be liable for any default in respect of this Campaign due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, epidemic or pandemic, technical or systems failure or any event beyond the reasonable control of Citibank.
- 17) Citibank's decision on all matters relating to this Campaign is final and binding.
- 18) Citibank reserves the right at its own discretion 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 (“Website”), or in any other manner as Citibank deems fit. In this respect, the Participant's 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.

- 19) Any terms and condition 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.
- 20) These terms and conditions are governed by and construed in accordance with the laws of Malaysia.

Privacy

- 21) At Citibank, 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 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.