### Citibank Motherhood.com.my Credit Card Online Acquisition Campaign

Terms and Conditions ("these Terms and Conditions")

# **IMPORTANT NOTE:**

1. The Citibank Credit Cards mentioned in these Terms and Conditions are not offered to individuals' resident in the European Union, European Economic Area, Switzerland, Guernsey and Jersey. 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 Period**

This campaign, organized by Citibank Berhad (Co. No. 297089-M) ("Citibank") called the "Citibank Motherhood.com.my Credit Card Online Acquisition Campaign " ("Campaign") will run from 2 July 2018 till 31 December 2018 ("Campaign Period").

#### Eligibility

- 2. Subject to these Terms and Conditions, the Campaign is open to any individual who does not have any credit card issued by Citibank during the Campaign Period, is a resident of Malaysia, had attained the age of 21 years at the time of making the application and makes an application (hereinafter referred to as "Applicant") for any one or more of the following Citibank credit card(/s) as a principal cardmember during the Campaign Period:
  - a. Citi Cash Back Credit Card
  - b. Citi Clear Credit Card,

Each card shall be referred to as "Card" and collectively as "Cards".

- 3. To be entitled for this Campaign, an Applicant must make an application for any Credit Card(/s) online on www.citibank.com.my ("Citibank's Website") via hyperlink found on Motherhood.com.my's microsite or Mobile App (if any). Upon Applicant clicking on the hyperlink, the Applicant will be re-directed to the Citibank's website for the Applicant to complete an electronic Citibank online credit card application and upload all required supporting documents to Citibank. For the avoidance of any doubt, the credit card application must be made on Citibank's Website accessed via the said hyperlink.
- **4.** The following persons are **NOT eligible** to participate in this Campaign:
  - a. permanent and/or contract employees of Citibank (including its subsidiaries and related companies);
  - an Applicant who had cancelled his/her Citibank credit card(/s) or been rejected by Citibank for any application for Citibank credit card(/s), within six (6) months before the date of application and is applying or re-applying for the Card under the Campaign;
  - c. present holders of any Citibank credit card(s); and/or
  - d. Any person who has committed or suspected of committing any misconduct, fraudulent or wrongful acts in relation to their Citibank credit card account(s), any facility, service or accommodation granted by Citibank, including Citibank Online or otherwise.

### The Campaign

- 5. Subject to these Terms and Conditions, each Applicant whose application has been submitted during the Campaign Period and approved by Citibank on or before 31 January 2019 ("Successful Applicant") will be entitled to 2 (Two) Motherhood.com.my e-vouchers worth RM150 each upon approval ("Gift"). E-voucher(s) is applicable subject to Applicant fulfils the following conditions:
  - a. Activate the principal card
  - b. A minimum spend on Motherhood.com.my's microsite or mobile app (if any) of at least Three Hundred and Seventy-Five Ringgit (RM375) in a single transaction for each RM150 denomination.

c. Payment has to be made via Citi credit card issued in Malaysia.

For avoidance of doubt, the Gift will be made eligible to the Successful Applicants after the fulfilment of conditions above subject to these Terms and Conditions.

**6.** For the avoidance of doubt, "successfully approved" means an Applicant's online Card application that is approved by Citibank on or before **31 January 2019** and a conditional approval of a Card application is not an "approved" application. An Applicant whose application is successfully approved in accordance with these Terms and Conditions is hereinafter referred to as a "Successful Applicant".

#### **7.** Redemption of Gift

- a. Successful Applicants will receive an email from **Citibank** with instructions on how to redeem the Gift, within **12 weeks** after the **Card** is successfully approved.
- b. Supplementary Card members are not entitled or eligible to the Gift or to redeem the Gift.
- 8. The following additional terms and conditions shall apply to the Gift:
  - a. Successful Applicants who apply for more than 1 Card as a principal Card member will only be granted one Gift on the first successful Card application.
  - b. If there is any non-receipt of the Gift, the Successful Applicant is required to contact CitiPhone by 31 March 2019 at the latest, to request for an inquiry. No request for any inquiry will be entertained after 31 March 2019.
  - c. The Gift has to be redeemed from Motherhood.com.my within (1) month from the date the Applicant receives an email from Citibank with instructions on how to redeem the Gift and is subject to the relevant terms and conditions applicable to using the Gift imposed by Motherhood.com.my which can be found on Motherhood.com.my's microsite or mobile app (if any). If the Gift remains unused or unredeemed after the said 1 month, the Gift will lapse and will not be replaced.
  - d. The Gift cannot be used with any other promotions or offers by Motherhood.com.my, Citibank or any other party. For the avoidance of any doubt, the Gift will be subject to the terms and conditions stipulated by the participating merchant which may be amended from time to time and if there are any discrepancies between these terms and conditions and the participating merchant's terms and conditions, the participating merchant's terms and conditions will prevail.
  - e. The Gift is subject to availability. If **Motherhood.com.my** is unable to supply the Gift to the Successful Applicant, Citibank reserves the right at its discretion to substitute the Gift with other products or services of approximately equivalent value at any time with prior notice. The title to the Gift and any risk of inability to use, loss or damage to the Gift passes to the Successful Applicant upon issuance of an email from Citibank with instructions on how to redeem the Gift as mentioned above or if the Gift is substituted with other products or services, upon the delivery of such product s or issuance of the notification on how to redeem such services to the Successful Applicant. Citibank shall not be responsible for or obliged to recognize or replace any defective, lost, damaged or stolen Gift including its substitute.
  - f. To the fullest extent permitted by law, 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 fitness for a particular purpose in respect of the Gift.
  - The Gift is not transferable, nor exchangeable for cash, credit or kind, whether in part or in full. For the avoidance of any doubt, the Gift will be subject to the terms and conditions stipulated by the participating merchant which may be amended from time to time and if there are any discrepancies between these terms and conditions and the participating merchant's terms and conditions, the participating merchant's terms and conditions will prevail.
  - h. In that respect, each and every Applicant understands that the terms and conditions specified in the Gift are beyond our control and are determined by **Motherhood.com.my**. Any dispute(s) arising out of the terms and conditions applicable to such Gift must be settled directly by the relevant Successful

- Applicant and **Motherhood.com.my**. Citibank is not responsible for investigating or resolving any disputes between any Successful Applicant and **Motherhood.com.my** and is not responsible for replacing or cancelling any redemption as a result of such dispute(s).
- i. Where the Gift is to be redeemed under this Promotion are in the form of certificates/vouchers issued by participating merchants or suppliers, the Gifts 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.
- j. In that respect, each and every Applicant understands that the terms and conditions specified in the Gifts (where the Gifts are in the form of certificates/vouchers) are beyond our control and are determined by the participating merchants or suppliers. Any dispute(s) arising out of the terms and conditions applicable to such Gifts must be settled directly by the relevant Applicant and the participating merchants or suppliers. Citibank is not responsible for investigating or resolving any disputes between any Applicant and the participating merchant or supplier and is not responsible for replacing or cancelling any redemption as a result of such dispute(s).
- k. To avoid any doubt, if the Gifts (where the Gifts 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 Applicant. If the value of the Gifts is less than the value of the item(s) purchased, the Applicant must pay the difference.
- I. To avoid further doubt, where Gifts are in the form of certificates/vouchers for dining, travel and/or hotel accommodation purposes issued, such Gifts do not constitute a reservation. Applicants will have to make their own reservations based on the terms and conditions applicable to using them.
- 9. Citibank reserves the right at its discretion to approve or reject any application and/or the supporting documents submitted to Citibank which are not legible or are fraudulent. For the avoidance of doubt, Citibank reserves the right, as it deems fit to determine if the supporting documents are sufficiently legible or genuine for purposes of the approval of the application.
- **10.** An Applicant may enquire the status of the application by contacting Citibank at the following telephone numbers: 03-2383 0000 (Kuala Lumpur), 04-296 0000 (Penang), and 07-268 0000 (Johor Bahru) or 1800-82-1010 (Sabah & Sarawak) ("CitiPhone").
- 11. Citibank reserves the right to disqualify an Applicant/Successful Applicant (as the case may be) from participating in the Campaign and/or from receiving the Gift by at Citibank's discretion including but not limited to the following situation(/s):
  - a. where the minimum payment under any of his/her Citibank credit card account(s) (including any Cards) has been due for 30 days or more;
  - b. if any of his/her Citibank credit card account(s) is closed by Citibank for any reason whatsoever;
  - c. If the Applicant/Successful Applicant is not eligible to participate in the Campaign and/or receive the Gift; and/or
  - d. if the Applicant/Successful Applicant has committed or is suspected of committing any misconduct, fraudulent or wrongful acts.
- 12. An Applicant may also be participating in more than one Citibank credit card promotions organized for or in conjunction with the acquisition of new credit card customers where the Applicant may also be similarly entitled to gifts or rewards. In the event that the promotion periods for such other promotions overlap with the Campaign Period, then the Applicant understands that he/she shall only be entitled to receive the gifts or rewards from the first Citibank credit card approved by Citibank via the channel that the Applicant had applied from, regardless of the number of approved applications in such other promotions and/or the Campaign.

# Miscellaneous

- 13. Citibank's decisions on all matters relating to the Campaign will be final and binding.
- **14.** Citibank shall not be liable for any default in respect of the 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.
- 15. 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 ("Citibank's Website"), or in any other manner as Citibank deems fit. In this respect, the Applicant's and Successful Applicant'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. Applicant and Successful Applicant also agree that their continued participation in this Campaign will constitute their acceptance of these Terms and Conditions (as varied from time to time) and any decisions of Citibank. For the avoidance of doubt, any cancellation, termination, withdrawal or suspension by Citibank of this Campaign will not entitle the Applicant and Successful Applicant to any compensation against Citibank for any and all loss or damage that may be suffered or incurred by the Applicant and Successful Applicant as a direct or indirect result of the act of cancellation, termination, withdrawal or suspension.
- 16. By participating in this Campaign, Successful Applicants hereby consent to and authorize Citibank (if required) to disclose their particulars to Motherhood.com.my and any third party service providers engaged by Citibank for purposes of the Campaign. Citibank warrants that the disclosure of such particulars to Motherhood.com.my and any third party service providers shall be limited to the Successful Applicants' telephone numbers or/and email address and shall be used only in relation to and for purposes of the Campaign.
- 17. To the fullest extent permitted by law, by participating in the Campaign, each and every Applicant or Successful Applicant is agreeing that he/she will not hold 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) liable for any injury, loss or damages that he/she may incur, in connection with the Campaign and the use of the Gift by the Successful Applicant and/or any other persons.
- **18.** Any term 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.
- **19.** This Campaign shall be subject to the regulations, directives and guidelines of Bank Negara Malaysia, and such other relevant regulatory bodies.
- 20. These Terms and Conditions are governed by and construed under the laws of Malaysia.

### **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 <a href="Notice and Choice Principle Statement">Notice and Choice Principle Statement</a> accessible via <a href="https://www.citibank.com.my/privacyEng/PDPA\_Eng.pdf">https://www.citibank.com.my/privacyEng/PDPA\_Eng.pdf</a> which outlines how we intend to deliver all the rights and protections you are entitled to in respect of your personal data.