

### GX CARD 'TAUKE CASHBACK' CAMPAIGN TERMS AND CONDITIONS

Effective date: 1 December 2024

### 1. General

- 1.1 The GX Card 'Tauke Cashback' Campaign ("**Campaign**") is organised by GX Bank Berhad ("**GXBank**") and will run from **1 December 2024** to **31 January 2025** (both dates inclusive) or upon reaching the **Maximum Cap** (as defined under Clause 2.3 below), whichever is earlier, or as otherwise determined by GXBank with prior notice ("**Campaign Period**").
- 1.2 By participating in the Campaign, you agree to be bound by these GX Card 'Tauke Cashback' Campaign Terms and Conditions ("**Terms and Conditions**") and acknowledge that any decisions made by GXBank regarding the Campaign are final and binding.
- 1.3 These Terms and Conditions shall be read in conjunction with GXBank's <u>GX Card Rewards</u> <u>Campaign Terms and Conditions, Terms and Conditions Governing Retail Banking Products</u> <u>and Services</u> and <u>Terms of Use</u>.

### 2. Eligibility

- 2.1 The Campaign is open to all individual customers of GXBank ("Eligible Customer", "you", or "your") who have a savings account with GXBank ("GX Account") and a GX debit card ("GX Card").
- 2.2 The following individuals are <u>not eligible</u> to participate in the Campaign:
  - (a) customers whose GX Account or GX Card has been terminated, closed, suspended, deemed delinquent or otherwise unsatisfactorily conducted as determined by GXBank during the Campaign Period;
  - (b) individuals who are mentally unsound, deceased, adjudicated bankrupt or have any legal proceedings instituted against them; and/or
  - (c) individuals under the age of eighteen (18) years.
- 2.3 Notwithstanding any other provision in these Terms and Conditions, Eligible Customers acknowledge and agree that GXBank has set a Maximum Cap (as defined in Clause 3.1(d) below) for each Campaign Month (as defined in Clause 3.1(c) below). GXBank reserves the right to terminate the Campaign and discontinue the Campaign Reward once the Maximum Cap is reached. GXBank is not obligated to notify Eligible Customers when the Maximum Cap is reached.

### 3. Qualifying Criteria and Campaign Mechanics

- 3.1 To qualify for the Campaign Reward described in Clause 4.1 below, Eligible Customers must meet the following criteria during the Campaign Period ("**Qualifying Criteria**"):
  - (a) you must have an existing GX Account in good standing;
  - (b) you must have an active GX Card (either virtual or physical);



(c) you must complete at least ten (10) eligible card purchases using your GX Card (either virtual or physical) that qualify for Reward Category 1 and Reward Category 2 of the GX Card Rewards Campaign during each of the following campaign months ("Minimum Spend Requirement"); and

Campaign Month	Campaign Month Period	Minimum Spend Requirement*
Campaign Month 1	1 - 31 December 2024	10 eligible card purchases that qualify for Reward Category 1 and Reward Category 2 of the GX Card Rewards Campaign
Campaign Month 2	1 - 31 January 2025	10 eligible card purchases that qualify for Reward Category 1 and Reward Category 2 of the GX Card Rewards Campaign

\*Exclusions apply. For details on the exclusions, please refer to Clause 3.3.

- (d) you must be one of the first 10,000 Eligible Customers to meet the Minimum Spend Requirement during each Campaign Month ("**Maximum Cap**").
- 3.2 If an Eligible Customer meets the Qualifying Criteria, they will be eligible to receive the Campaign Reward on each subsequent retail or e-commerce purchases (<u>excluding</u> physical overseas retail purchases) performed within the same Campaign Month ("**Eligible Spend**").
- 3.3 The Minimum Spend Requirement and Eligible Spend using the GX Card do <u>not</u> include the transactions outlined in Clause 3.3 of the <u>GX Card Rewards Campaign Terms and Conditions</u>. These transactions are considered excluded transactions and no Campaign Reward will be awarded for these transactions ("Excluded Transactions").

### 4. Campaign Reward

4.1 Eligible Customers who meet the Qualifying Criteria outlined in Clause 3.1 above during the Campaign Period will be eligible to receive the following Campaign Reward:

Campaign Reward	Campaign Reward Eligibility & Crediting
Extra 0.40% cashback on Eligible Spend ("Tauke Cashback") Note: This Campaign Reward is in addition to the campaign reward under Reward Category 1 of the GX Card Rewards Campaign.	<ul> <li>Campaign Reward Eligibility</li> <li>(a) Eligible Customers can receive the Tauke Cashback for each subsequent Eligible Spend transaction(s) performed within the same Campaign Month.</li> <li>(b) The Tauke Cashback amount will be calculated and rounded down to two (2) decimal points, and the Tauke Cashback amount must be at least RM0.01 to be credited to an Eligible Customer's GX Account.</li> </ul>

Campaign Reward	Campaign Reward Eligibility & Crediting	
	Crediting of Campaign Reward	
	<ul> <li>(c) The Tauke Cashback will be credited to an Eligible Customer's GX Account by the end of the next day after the Eligible Spend transaction is authorized or settled (i.e. when the status is "Processing" or "Successful").</li> <li>(d) In exceptional cases, it may take up to two (2) weeks from the Eligible Spend transaction date for the Tauke Cashback to be credited.</li> <li>(e) If the Eligible Spend is cancelled, any credited Tauke Cashback will be reversed/debited from the Eligible Customer's GX Account.</li> </ul>	

4.2 Below are illustrations of the calculations and eligibility for receiving the Campaign Reward.

Illustration	Campaign Reward Eligibility			
Customer A				
Campaign Month 1				
<ul> <li>Completed ten (10) in-store retail transactions on 5 December 2024, and subsequently completed the following Eligible Spend transactions:</li> <li>11th Eligible Spend transaction on 25 December 2024 for an amount of RM17.</li> <li>12th Eligible Spend transaction on 31 December 2024 for an amount of RM100.</li> </ul>	<ul> <li>Customer A is eligible to receive the Tauke Cashback for subsequent Eligible Spend transactions in the same Campaign Month, provided the Maximum Cap (as defined in Clause 3.1(d)) has not been reached.</li> <li>Calculation of Tauke Cashback: <ul> <li>11th Eligible Spend transaction on 25 December 2024:</li> <li>0.40% x RM17 = RM 0.068 → rounded down to RM0.06</li> <li>12th Eligible Spend transaction on 31 December 2024:</li> <li>0.40% x RM100 = RM0.40</li> </ul> </li> <li>Note: The Tauke Cashback amount will be calculated and rounded down to two (2) decimal points, and must be of a minimum amount of RM0.01.</li> </ul>			

Illustration	Campaign Reward Eligibility			
Campaign Month 2				
Completed ten (10) e-wallet reloads and five (5) in-store retail transactions overseas between 1-31 January 2025.	Customer A is <b>not eligible</b> to receive the Tauke Cashback because, as outlined in the Qualifying Criteria in Clause 3.1, Eligible Customers must complete at least 10 retail or e-commerce purchases using the GX Card within the Campaign Month to qualify. Since e-wallet reloads are excluded from Eligible Spend, they do not count toward the required purchases.			
Customer B				
Campaign Month 1				
Completed eight (8) e-commerce transactions between 1-31 December 2024.	Customer B is <b>not eligible</b> to receive the Tauke Cashback because, as outlined in the Qualifying Criteria in Clause 3.1, Eligible Customers must complete at least 10 retail or e-commerce purchases using the GX Card within the Campaign Month to qualify.			
Campaign Month 2				
<ul> <li>Completed ten (10) e-commerce transactions on 18 January 2025, and subsequently completed the following Eligible Spend transactions:</li> <li>11th Eligible Spend transaction on 25 January 2025 for an amount of RM43.</li> <li>12th Eligible Spend transaction on 31 January 2025 for an amount of RM100.</li> </ul>	<ul> <li>Customer B is eligible to receive the Tauke Cashback for subsequent Eligible Spend transactions in the same Campaign Month, provided the Maximum Cap (as defined in Clause 3.1(d)) has not been reached.</li> <li>Calculation of Tauke Cashback: <ul> <li>11th Eligible Spend transaction on 25 January 2025:</li> <li>0.40% x RM43 = RM 0.172 → rounded down to RM0.17</li> </ul> </li> <li>12th Eligible Spend transaction on 31 January 2025:</li> <li>0.40% x RM100 = RM0.40</li> </ul> Note: The Tauke Cashback amount will be calculated and rounded down to two (2) decimal points, and must be of a minimum amount of RM0.01.			

- 4.3 In relation to the Campaign Reward:
  - (a) if there is a dispute, claim, or appeal in relation to the amount of Tauke Cashback, the Eligible Customer must provide proof of transaction as requested by GXBank for further review. GXBank will then determine the Eligible Customer's Tauke Cashback entitlement at its discretion;
  - (b) if an Eligible Spend is reversed, voided, refunded, or cancelled after the Tauke Cashback has been credited to the Eligible Customer's GX Account, GXBank reserves the right to deduct/debit the Tauke Cashback amount from the Eligible Customer's GX Account, which includes both the Main Account and any Savings Pockets; and
  - (c) if GXBank subsequently finds that an Eligible Customer is not eligible for the Tauke Cashback or if there was an error in the crediting or awarding of the Tauke Cashback, GXBank reserves the right to refuse to credit, or to amend, correct, adjust, or reclaim the Tauke Cashback. This may include debiting the equivalent amount from the Eligible Customer's GX Account (including both the Main Account and any Savings Pockets). If the balance in the Eligible Customer's GX Account is insufficient to cover the amount of the Tauke Cashback, the Eligible Customer must immediately reimburse GXBank for that amount upon demand.
- 4.4 GXBank reserves the right to (a) disqualify an Eligible Customer from participating in the Campaign, (b) refuse to credit or cancel the crediting of the Campaign Reward, or deduct/debit an amount equivalent to the Campaign Reward(s) from the Eligible Customer's GX Account (including both the Main Account and any Savings Pockets), and/or (c) take any other necessary actions, including legal action, against an Eligible Customer if:
  - 4.4.1 GXBank determines that the Eligible Customer has not complied with these Terms and Conditions, the GX Card Rewards Campaign Terms and Conditions or GXBank's Terms and Conditions Governing Retail Banking Products and Services;
  - 4.4.2 the Eligible Customer is found or suspected of tampering with the Campaign or its processes, including any fraudulent activity involving deceit or cheating;
  - 4.4.3 there is irregular or improper operation or use of the Eligible Customer's GX Account or GX Card;
  - 4.4.4 the Eligible Customer engages in fraudulent or dishonest actions, or conducts themselves in bad faith to gain an unfair advantage over GXBank, its partners, or service providers; and/or
  - 4.4.5 any event occurs that gives GXBank the right to suspend or terminate any or all of its products or services, as outlined in GXBank's Terms and Conditions Governing Retail Banking Products and Services.

#### 5. General Terms and Conditions

- 5.1 By participating in the Campaign, you consent to the collection, processing, and use of your personal data by GXBank in accordance with GXBank's <u>Data Privacy Policy</u>. Additionally, you agree to the use of your personal data by GXBank for:
  - (a) purposes related to the Campaign; and
  - (b) marketing and promotional activities conducted by GXBank, which may include various forms of advertising and publicity through media such as newspapers, television, radio, and online platforms. This may involve the use of details from your entries, interview materials, responses, and related photographs. You also agree to cooperate and participate in all advertising and publicity activities related to the Campaign.
- 5.2 Unless specifically stated in these Terms and Conditions, the Campaign cannot be combined with any other GXBank promotions, and no additional rewards will be offered.
- 5.3 The transaction records maintained by GXBank and its decisions regarding the Campaign are final and binding. GXBank is not obligated to provide reasons or engage in correspondence regarding any matters related to the Campaign.
- 5.4 To the fullest extent permitted by law, and unless due to GXBank's gross negligence or willful misconduct, GXBank expressly excludes and disclaims any representations or warranties (whether express or implied, written or oral) regarding the Campaign. This includes, but is not limited to, warranties of quality, fitness for a particular purpose, and those mentioned in mass media, marketing, or advertising materials.
- 5.5 By participating in the Campaign, you agree that GXBank shall not be liable or responsible if it is unable to fulfill any of its obligations, in whole or in part, due to circumstances beyond its control. This includes failures of mechanical or electronic devices, data processing systems, transmission lines, electrical issues, industrial disputes, war, strikes, riots, pandemics, acts of God, or any other force majeure events.
- 5.6 GXBank, along with its officers, employees, representatives, and agents (including any third-party service providers engaged for the Campaign), shall not be responsible for or accept any liability of any kind arising from the Campaign, whether directly or indirectly suffered by you or any third parties, except in cases of GXBank's gross negligence or willful misconduct specifically related to the Campaign.
- 5.7 GXBank shall not be responsible or liable for any technical failures, interruptions, or errors (whether electronic or human) in the administration or processing of transactions performed via the GXBank mobile application ("**GX App**").
- 5.8 GXBank shall not be responsible for any failure or delay in the transmission of sales transaction evidence by Visa International, MasterCard Worldwide, merchants, postal or telecommunication authorities, or any other party, which may result in your inability to claim the rewards under the Campaign.

- 5.9 GXBank shall not be liable for any misinterpretation or misrepresentation of facts regarding the Campaign by unauthorized third parties in any media, marketing, or advertising material.
- 5.10 In the event of any inconsistencies between these Terms and Conditions and any advertising, promotional, publicity, or other materials related to the Campaign, these Terms and Conditions shall prevail.
- 5.11 GXBank reserves the right to cancel, withdraw, suspend, extend, or terminate the Campaign, in whole or in part, at any time before the end of the Campaign Period. Prior notice will be given by posting on GXBank's website at <u>gxbank.my/notices</u>, through the GX App, or by any other method determined by GXBank. Any cancellation, withdrawal, suspension, extension, or termination of the Campaign by GXBank will not entitle you to any claims or compensation for losses or damages incurred as a direct or indirect result of these actions.
- 5.12 GXBank reserves the right to add, delete, suspend, or modify these Terms and Conditions, in whole or in part, at any time. Prior notice will be provided to you by posting on GXBank's website at <u>gxbank.my/notices</u>, through the GX App, or by any other method determined by GXBank.
- 5.13 You agree to regularly check GXBank's website for updates on the Campaign and these Terms and Conditions, including any notices from GXBank related to the Campaign. If you have any questions or need clarification about the Campaign or these Terms and Conditions, please contact GXBank's authorized representatives.
- 5.14 Matters not explicitly covered by these Terms and Conditions will be determined by GXBank.
- 5.15 These Terms and Conditions are governed by and construed in accordance with the laws of Malaysia, and you agree to submit to the exclusive jurisdiction of the Malaysian courts.
- 5.16 In the event of any inconsistencies between the English version of these Terms and Conditions and versions in other languages (including Bahasa Malaysia), the English version shall prevail.
- 5.17 For inquiries or feedback regarding the Campaign, please contact us via the chat function in the GX App, call our Customer Support team at +603 7498 3188, or email us at <u>ask@gxbank.my</u>.