

CYBER FRAUD PROTECT CAMPAIGN TERMS AND CONDITIONS

1. General

- 1.1 The Cyber Fraud Protect Campaign (“**Campaign**”) is organised by GX Bank Berhad (formerly known as A5-DB Operations (M) Berhad) (“**GXBank**”) in collaboration with Zurich General Insurance Malaysia Berhad (“**Zurich**”) and will run from **14 August 2024** to **13 November 2024** (both dates inclusive), or once the Maximum Cap (as defined in Clause 2.3 below) is reached, or such other duration as may be determined by GXBank (“**Campaign Period**”).
- 1.2 By participating in this Campaign, you agree to be bound by these Cyber Fraud Protect Campaign Terms and Conditions (“**Terms and Conditions**”) and agree that any decisions made by GXBank in respect of this Campaign shall be final and binding.
- 1.3 These Terms and Conditions shall be read together with GXBank’s Terms and Conditions Governing Retail Banking Products and Services which may be viewed at www.gxbank.my and Zurich’s Cyber Fraud Protect policy.

2. Eligibility

- 2.1 This Campaign is open to (collectively, “**Eligible Customer**”, “**you**”, or “**your**”):
- (a) selected individual customers of GXBank with a savings account with GXBank (“**GX Account**”) who have received a notification from GXBank to participate in this Campaign from 14 August 2024 to 26 August 2024; and
 - (b) all individual customers of GXBank with a GX Account from 27 August 2024 onwards.
- 2.2 The following individuals shall **not** be eligible to participate in this Campaign:
- (a) customers who have previously purchased the Cyber Fraud Protect Basic, Cyber Fraud Protect Basic Plus or Cyber Fraud Protect Basic Pro Plan;
 - (b) customers whose GX Account is terminated, closed, suspended, delinquent or otherwise unsatisfactory as determined by GXBank during the Campaign Period;
 - (c) individuals who are or become mentally unsound, deceased, adjudicated bankrupt or have legal proceedings of any nature initiated against them; or
 - (d) individuals under the age of eighteen (18) years.
- 2.3 Eligible Customers acknowledge and agree that GXBank, at its sole discretion, has established a maximum cap amount in relation to the Campaign Reward (“**Maximum Cap**”), and GXBank reserves the right to end the Campaign and discontinue the Campaign Reward (as set out in Clause 4.1 below) once the Maximum Cap is reached. GXBank has no obligation to inform Eligible Customers if the Maximum Cap has been reached.

3. Campaign Mechanics and Qualifying Criteria

3.1 To qualify for the Campaign Reward, Eligible Customers must fulfill the following criteria during the Campaign Period (collectively, the “**Qualifying Criteria**”):

- (a) maintain an existing GX Account in good standing;
- (b) successfully purchase a Cyber Fraud Protect Basic Plan through the GXBank mobile application (“**GX App**”) and authorise the RM1.00 deduction via GXsecure; and
- (c) receive the issuance of the Cyber Fraud Protect Basic Plan policy from Zurich via the GX App.

3.2 For the avoidance of doubt, the Campaign Reward is only offered for the purchase of the Cyber Fraud Protect Basic Plan and does not apply to the purchase of the Cyber Fraud Protect Pro Plan or Cyber Fraud Protect Plus Plan.

4. Campaign Reward

4.1 Eligible Customers who have fulfilled the Qualifying Criteria set out under Clause 3.1 above during the Campaign Period shall be eligible to receive the following Campaign Reward subject to the Campaign Reward Eligibility set out below:

| Campaign Reward | Campaign Reward Eligibility | Campaign Reward Crediting |
|--|---|---|
| A complimentary first-month premium for the Cyber Fraud Protect Basic Plan through a one-time cash refund | Each Eligible Customer will be eligible to receive this Campaign Reward once only during the Campaign Period | The Campaign Reward (one-time cash refund) will be credited to an Eligible Customer’s GX Account immediately upon fulfilling the Qualifying Criteria set out under Clause 3 above. In exceptional cases, crediting of the cash refund could take up to two (2) weeks from the transaction date. |

4.2 GXBank is the distributor of the Cyber Fraud Protect Basic Plan which is underwritten by Zurich and makes no representation in connection with the Cyber Fraud Protect Basic Plan.

4.3 If GXBank subsequently discovers that an Eligible Customer is in fact not eligible for the Campaign Reward, did not fulfill the Qualifying Criteria, or there is any error or mistake in the crediting or awarding of the Campaign Reward, GXBank reserves the right to refuse to credit the Campaign Reward or amend, correct, adjust or clawback the Campaign Reward, or debit an amount equivalent to the Campaign Reward, if already awarded, from the Eligible Customer’s GX Account (which includes both the Main Account and any Savings Pockets). Where the monies standing to the credit of the Eligible Customer’s GX Account are not sufficient to reimburse GXBank for the amount of the Campaign Reward, the Eligible Customer shall immediately reimburse GXBank for the amount of the Campaign Reward on demand.

- 4.4 GXBank reserves the right to (i) disqualify an Eligible Customer from participating in this Campaign, (ii) decline to credit or cancel the crediting of the Campaign Reward, deduct or debit the Campaign Reward from an Eligible Customer's GX Account (which includes both the Main Account and any Savings Pockets), and/ or (iii) take any other action deemed necessary by GXBank (including legal action) against an Eligible Customer:
- 4.4.1 if an Eligible Customer is found or suspected to be tampering with this Campaign and/ or its processes or the operations of this Campaign which includes fraudulent activity involving any act of deceit, deception and/ or cheating with regards to this Campaign;
 - 4.4.2 if GXBank determines that an Eligible Customer has not complied with these Terms and Conditions and/ or GXBank's Terms and Conditions Governing Retail Banking Products and Services;
 - 4.4.3 if an Eligible Customer's GX Account has been operated or used in an irregular or improper manner;
 - 4.4.4 if an Eligible Customer has acted fraudulently or dishonestly, or has conducted himself/ herself in bad faith or otherwise in an inappropriate manner to gain an unfair advantage against GXBank, our partners or service providers; or
 - 4.4.5 if an event has occurred which gives rise to GXBank's right to suspend or terminate any or all of GXBank's products or services, as set out in GXBank's Terms and Conditions Governing Retail Banking Products and Services.

5. General Terms and Conditions

- 5.1 By participating in this Campaign, you agree and consent to allow your personal data to be collected, processed and used by GXBank and Zurich in accordance with GXBank's [Data Privacy Policy](#) and Zurich's [Personal Data Protection Notice](#). In addition and without prejudice to the terms set out in GXBank's Data Privacy Policy and Zurich's Personal Data Protection Notice, you agree and consent to your personal data or information being collected, processed and used by GXBank for:
- (a) purposes of this Campaign; and
 - (b) marketing and promotional activities conducted by GXBank, including but not limited to any form of advertising or publicity media and materials such as audio and/ or visual recordings published through newspapers, television networks, radio stations or online and digital media and on the Internet. Marketing and promotion activities include without limitation the use and/ or publication of any details provided in and/or in connection to the entries, interviews material as well responses and related photographs. In this regard, you agree to cooperate and participate in all advertising and publicity activities of GXBank in relation to this Campaign.

- 5.2 Unless specifically mentioned in these Terms and Conditions, this Campaign is not valid with any other campaign of GXBank, and no other special, additional, preferential rates and/ or reward shall be given to you in addition to this Campaign.
- 5.3 The records of transactions maintained by GXBank and GXBank's decision in all matters (including but not limited to any dispute arising therefrom) relating to this Campaign shall be final, conclusive and binding on you. GXBank shall not be obliged to give any reason or entertain any correspondence with any person(s) or any party(ies) on any matter in relation to this Campaign.
- 5.4 To the fullest extent permitted by law and unless due to GXBank's gross negligence or wilful default, GXBank expressly excludes and disclaims any representations, warranties or endorsements, expressed or implied, written or oral, without limitation to those published in any mass media, marketing or advertising materials, including but not limited to, any warranty of quality, merchantability of fitness for a particular purpose.
- 5.5 By participating in this Campaign, you agree that GXBank shall not in any manner whatsoever be liable or held responsible if GXBank is unable to perform in whole or in part any of its obligations herein attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, war, strike, riot, pandemic, any act of God beyond GXBank's control or due to any factor in a nature of a force majeure which is beyond GXBank's reasonable control.
- 5.6 GXBank and its officers, employees, representatives and/ or agents (including without limitation, any third party service providers engaged by GXBank for purposes of this Campaign) shall not be responsible and shall not accept any liabilities of any nature and however arising or suffered by you or any third parties resulting directly or indirectly from this Campaign, unless due to GXBank's gross negligence or wilful misconduct specifically related to this Campaign.
- 5.7 GXBank shall not be responsible or held liable in respect of technical failures of any kind, intervention, interruptions and/ or electronic or human errors in the administration and/ or processing of a transaction performed via the GX App provided the same is not directly caused by GXBank.
- 5.8 GXBank shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by Visa International Incorporated, MasterCard Worldwide, merchant establishments, postal or telecommunication authorities or any other party which may result in you failing to be entitled to the rewards under this Campaign.
- 5.9 GXBank shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorised third party in respect of this Campaign offered and published in any media, marketing or advertising material.
- 5.10 In the event of any inconsistency between these Terms and Conditions and any advertising, promotional, publicity and the other materials relating to or in connection with this Campaign, these Terms and Conditions shall prevail.

- 5.11 GXBank reserves the right to cancel, withdraw, suspend, extend or terminate this Campaign prior to the expiry of the Campaign Period, wholly or in part, at any time, by providing prior notice to you by posting on GXBank's website at <https://gxbank.my/notices>, through the GX App, or any other manner as determined by GXBank from time to time. For the avoidance of doubt, cancellation, withdrawal, suspension, extension or termination by GXBank of this Campaign shall not entitle you to any claim or compensation against GXBank for any losses or damages suffered or incurred by you whether as a direct or indirect result of such cancellation, withdrawal, suspension, extension or termination.
- 5.12 GXBank reserves the right to add, delete, suspend or vary these Terms and Conditions from time to time, wholly or in part, by providing prior notice to you by posting on GXBank's website at <https://gxbank.my/notices>, through the GX App or any other manner as determined by GXBank from time to time.
- 5.13 By participating in this Campaign, you agree to access GXBank's website on a regular basis to view these Terms and Conditions (including any notices by GXBank relating to this Campaign). You must seek clarification from GXBank's authorised representatives if you do not understand any of these Terms and Conditions.
- 5.14 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and you agree to submit to the exclusive jurisdiction of the courts of Malaysia.
- 5.15 In the event of any inconsistency between the English version of these Terms and Conditions and other languages including but not limited to the Bahasa Malaysia version of these Terms and Conditions, the English version of these Terms and Conditions will prevail.
- 5.16 For more information, enquiries or feedback relating to this Campaign, please contact our Customer Support team via the chat in the GX App. Alternatively, you may call our Customer Support Team at +603 7498 3188 or email us at ask@gxbank.my.