

### CYBER FRAUD PROTECT UPGRADE CAMPAIGN TERMS AND CONDITIONS

(Effective date: 1 April 2025)

#### 1. General

- 1.1 The Cyber Fraud Protect Upgrade Campaign ("Campaign") is organised by GX Bank Berhad ("GXBank") in collaboration with Zurich General Insurance Malaysia Berhad ("Zurich") and will run from 1 April 2025 to 30 June 2025 (both dates inclusive) or as otherwise determined by GXBank with prior notice ("Campaign Period").
- 1.2 The Campaign Period is further divided into the following campaign months:

Campaign Month	Dates	No. of days
April 2025	1 to 30 April 2025	30 days
May 2025	1 to 31 May 2025	31 days
June 2025	1 to 30 June 2025	30 days

- 1.3 By participating in the Campaign, you agree to be bound by these Cyber Fraud Protect Upgrade Campaign Terms and Conditions ("**Terms and Conditions**") (which may be amended/updated from time to time) and acknowledge that any decisions made by GXBank regarding the Campaign are final and binding.
- 1.4 These Terms and Conditions shall be read in conjunction with GXBank's <u>Terms and Conditions</u> <u>Governing Retail Banking Products and Services</u>, <u>Terms of Use</u> and Zurich's Cyber Fraud Protect policy terms.

## 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").
- 2.2 The following persons are <u>not eligible</u> to participate in the Campaign:
  - (a) customers whose GX Account or GX debit card ("GX Card") has been terminated, closed, suspended, inactive, 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, GXBank has set a maximum limit on the Campaign Reward (as described in Clause 4.1 below) ("Maximum Cap") and reserves the right to terminate the Campaign once this 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 stand a chance to win the Campaign Reward (described in Clause 4.1 below), Eligible Customers must fulfil the following criteria during the Campaign Period ("Qualifying Criteria"):
  - (a) you must have an existing GX Account in good standing;
  - (b) you must either renew your existing Cyber Fraud Protect policy or successfully purchase a new Cyber Fraud Protect policy (as set out in the table in clause 3.2 below) through the GXBank mobile application ("GX App"), and authorize the premium deductions via GXsecure;
  - (c) you must receive the Cyber Fraud Protect policy from Zurich via the GX App; and
  - (d) you must earn campaign entries based on the type of policy purchased, as set out in the table in Clause 3.2 below.
- 3.2 The number of campaign entries earned by an Eligible Customer will depend on the type of policy purchased as set out in the table below.

Cyber Fraud Protect Policy Purchased	No. of Campaign Entries
Basic	1 entry
Plus	10 entries
Pro	100 entries

# 4. Campaign Reward and Selection of Winners

4.1 Eligible Customers who meet the Qualifying Criteria during the Campaign Period will stand a chance to win the following Campaign Reward:

Campaign Reward	Campaign Reward Eligibility & Fulfilment	
	Campaign Reward Eligibility	
1x Apple Watch Series 10 GPS (42mm)	Each Eligible Customer can win a maximum of one (1) unit of the Campaign Reward during the Campaign Period. A total of nine (9) units of the Campaign Reward are available ("Maximum Cap").	
	Fulfilment of Campaign Reward	
	The Campaign Reward will be fulfilled within one (1) month after the Winners (as defined below) have been selected.	

4.2 At the end of each Campaign Month, GXBank will shortlist Eligible Customers based on the number of campaign entries ("Shortlisted Eligible Customers").



- 4.3 Only Shortlisted Eligible Customers will be contacted by GXBank within two (2) weeks after the end of a Campaign Month notifying the Shortlisted Eligible Customer that they are in the running to win the Campaign Reward, provided they *correctly* answer all campaign questions via a Google form ("Shortlisted Notification").
- 4.4 Shortlisted Eligible Customers must correctly answer the questions on the Google form within seven (7) days of receiving the Shortlisted Notification. The first 3 Shortlisted Eligible Customers to answer all questions correctly the quickest within the 7-day deadline will be selected to win the Campaign Reward ("Winners").
- 4.5 A subsequent notification will be sent only to the Winners via the GX App to confirm their selection for the Campaign Reward ("Winner Notification").
- 4.6 If it is subsequently discovered that a Shortlisted Eligible Customer or Winner did not meet the Qualifying Criteria outlined in Clause 3.1 above, the Shortlisted Eligible Customer will be disqualified from the Campaign and will not be eligible to receive the Campaign Reward.
- 4.7 After the Winners are selected, GXBank will contact them to arrange for the collection or delivery of the Campaign Reward to their registered address, within one (1) month.
- 4.8 The Winners will be required to provide GXBank proof of receipt of the Campaign Reward.
- 4.9 Below are illustrations of the eligibility and ineligibility to receive the Campaign Reward.

Illustrations	Campaign Reward Eligibility
Customer A purchased a Cyber Fraud Protect Pro policy on 1 April 2025, received a Shortlisted Notification on 14 May 2025, answered the questions via the Google Form correctly on 17 May 2025, and received a Winner Notification on 18 May 2025.	Eligible - Customer A fulfilled the criteria outlined in Clauses 3 and 4 above, including correct purchase, timely response, and correctly answering the questions in the Google Form.
Customer B did not renew his existing Cyber Fraud Protect policy and did not purchase any Cyber Fraud Protect policy in April 2025.	Not eligible - Customer B did not meet the Qualifying Criteria outlined in Clause 3.1 (i.e. the policy purchase requirement)
Customer C purchased a Cyber Fraud Protect Pro policy in April 2025 but did not receive a Shortlisted Notification.	Not eligible - Customer C is not eligible as they were not shortlisted (as stipulated under Clauses 4.2 and 4.3) despite fulfilling the purchase requirement.
Customer D purchased a Cyber Fraud Protect Pro policy on 1 April 2025, received a Shortlisted Notification on 14 May 2025, answered the questions via the Google Form	Not eligible - Customer D's incorrect answers did not meet the criteria outlined in Clauses 4.3 and 4.4, which require correct answers to be selected as a winner.



Illustrations	Campaign Reward Eligibility
incorrectly on 17 May 2025, and did not receive a Winner Notification.	
Customer E purchased a Cyber Fraud Protect Pro policy on 1 April 2025, received a Shortlisted Notification on 14 May 2025, answered the questions via the Google Form correctly on 22 May 2025, and did not receive a Winner Notification.	Not eligible - Customer E submitted correct answers but after the 7-day deadline specified in Clause 4.4, disqualifying them from being selected as a winner.

- 4.10 The Campaign Reward will be provided on an "as is" basis and in any available color, at GXBank's sole discretion.
- 4.11 The Campaign Reward does not include any accessories or items shown in promotional materials (such as those on the GX App, websites, or other marketing content), which are for illustration purposes only.
- 4.12 The Campaign Reward is non-transferable and cannot be exchanged for cash, credit, or any other items.
- 4.13 GXBank reserves the right to substitute the Campaign Reward with a similar item of equal value, with seven (7) days' prior notice.
- 4.14 GXBank will not fulfill any requests to deliver the Campaign Reward to overseas locations, P.O. Boxes, third-party addresses, or addresses not registered with GXBank. In exceptional cases, if a Winner has an overseas address, they must nominate a proxy residing in Malaysia with a valid Malaysian address to receive the Campaign Reward on their behalf.
- 4.15 GXBank will not be responsible for any mishaps, injuries, or accidents that occur during the delivery or use of the Campaign Reward.
- 4.16 To the fullest extent permitted by law, GXBank disclaims all representations, warranties, or endorsements, whether express or implied, in relation to the Campaign Reward, including, but not limited to, warranties of quality, merchantability, or fitness for a particular purpose.
- 4.17 GXBank is the distributor of Cyber Fraud Protect policies which is underwritten by Zurich and makes no representation in connection with Cyber Fraud Protect policies.
- 4.18 If GXBank later determines that an Eligible Customer is not eligible for the Campaign Reward, or if there was an error in awarding the reward, GXBank reserves the right to withhold or reclaim the reward. In such cases, the Eligible Customer must promptly return the Campaign Reward to GXBank upon request.



- 4.19 GXBank reserves the right to (a) disqualify an Eligible Customer from participating in the Campaign, (b) refuse to award the Campaign Reward and/or (c) take any other necessary actions, including legal action, against an Eligible Customer if:
  - 4.19.1 GXBank determines that the Eligible Customer has not complied with these Terms and Conditions, GXBank's Terms and Conditions Governing Retail Banking Products and Services or Zurich's Cyber Fraud Protect policy terms;
  - 4.19.2 the Eligible Customer is found or suspected of tampering with the Campaign or its processes, including any fraudulent activity involving deceit or cheating;
  - 4.19.3 there is irregular or improper operation, use, or inactivity/dormancy of the Eligible Customer's GX Account or GX Card;
  - 4.19.4 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
  - 4.19.5 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> and with Zurich's <u>Personal Data Protection Notice</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, 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 You agree and undertake to indemnify and hold GXBank its officers, employees, representatives and agents harmless against any claims, proceedings, damages, losses and costs (including legal fees on an indemnity basis) that may arise in connection with or as a result of misconduct, negligence, misrepresentation or breach of these Terms and Conditions.
- 5.8 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 GX App.
- 5.9 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.
- 5.10 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.
- 5.11 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.
- 5.12 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 <a href="mailto:gxbank.my/notices">gxbank.my/notices</a>, 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.
- 5.13 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 given by posting on GXBank's website at <a href="mailto:gxbank.my/notices">gxbank.my/notices</a>, through the GX App, or by any other method determined by GXBank.



- 5.14 Any matters not explicitly covered by these Terms and Conditions will be determined by GXBank at its reasonable discretion.
- 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 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.
- 5.18 For inquiries or feedback regarding the Campaign, please reach out to us through the chat function in the GX App, call our Customer Support team at +603 7498 3188, or email us at <a href="mailto:ask@gxbank.my">ask@gxbank.my</a>.