

# FLEXICREDIT LIMIT ACTIVATION REWARD CAMPAIGN TERMS AND CONDITIONS

(Effective date: 21 October 2024)

#### 1. General

- 1.1 The FlexiCredit Limit Activation Reward Campaign ("Campaign") is organised by GX Bank Berhad ("GXBank") and will run from 21 October 2024 to 31 March 2025 (both dates inclusive) 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 FlexiCredit Limit Activation Reward 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>Terms and Conditions</u> <u>Governing Retail Banking Products and Services</u> and <u>Terms of Use</u>.

### 2. Eligibility

- 2.1 The Campaign is open to (collectively, "Eligible Customer", "you", or "your"):
  - (a) selected individual customers of GXBank with an active savings account with GXBank ("GX Account") who have received a notification from GXBank to apply for FlexiCredit from 21 October 2024 onwards; and
  - (b) all individual customers of GXBank with an active GX Account from 20 November 2024 onwards.
- 2.2 The following individuals are <u>not eligible</u> to participate in the Campaign:
  - (a) customers who have previously applied for and activated their FlexiCredit limit;
  - (b) customers whose GX Account has been terminated, closed, suspended, deemed delinquent or otherwise unsatisfactorily conducted as determined by GXBank during the Campaign Period;
  - (c) individuals who are mentally unsound, deceased, adjudicated bankrupt or have any legal proceedings instituted against them;
  - (d) individuals under the age of twenty-one (21) years or above the age of sixty-four (64) years;
  - (e) individuals who are unemployed, housewives/househusbands, students or retirees; and/or
  - (f) individuals with a monthly income of less than RM1,500.
- 2.3 Notwithstanding any other provision in these Terms and Conditions, Eligible Customers acknowledge and agree that GXBank has set a maximum limit on the Campaign Reward ("**Maximum Cap**"). GXBank reserves the right to terminate the Campaign and discontinue the Campaign Reward once this Maximum Cap is reached. GXBank is not obligated to notify Eligible Customers when the Maximum Cap is reached.



## 3. Qualifying Criteria

- 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; and
  - (b) you must apply for FlexiCredit, receive approval, and successfully activate your FlexiCredit limit via the GXBank mobile application ("**GX App**").

### 4. Campaign Reward

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

| Campaign Reward  | Campaign Reward Eligibility & Crediting   |
|--|---|
| A one-off cashback reward of RM20<br>(" <b>Cashback</b> ") will be granted to<br>Eligible Customers who activate their<br>FlexiCredit limit. | Campaign Reward Eligibility<br>Each Eligible Customer is entitled to receive the<br>Cashback only <u>once</u> during the Campaign Period.   |
|  | Crediting of Campaign Reward<br>The Cashback will be credited to an Eligible<br>Customer's GX Account within two (2) days after<br>the Eligible Customer successfully activates the<br>FlexiCredit limit offered to them.<br>In exceptional cases, the crediting of the Cashback<br>may take up to two (2) weeks. |

4.2 If GXBank subsequently finds that an Eligible Customer is not eligible for the Campaign Reward or if there was an error in the crediting or awarding of the Campaign Reward, GXBank reserves the right to refuse to credit, or to amend, correct, adjust, or reclaim the Campaign Reward. 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 Campaign Reward, the Eligible Customer must immediately reimburse GXBank for that amount upon demand.



- 4.3 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 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:
  - 4.3.1 GXBank determines that the Eligible Customer has not complied with these Terms and Conditions or GXBank's Terms and Conditions Governing Retail Banking Products and Services;
  - 4.3.2 the Eligible Customer is found or suspected of tampering with the Campaign or its processes, including any fraudulent activity involving deceit or cheating;
  - 4.3.3 there is irregular or improper operation or use of the Eligible Customer's GX Account or GX Card;
  - 4.3.4 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
  - 4.3.5 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.

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- 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 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 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.
- 5.15 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.
- 5.16 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>.