

GXBANK X GRABPAY WALLET CAMPAIGN TERMS AND CONDITIONS

11 September 2024

1. General and Campaign Period

- 1.1 The GXBank x GrabPay Wallet Campaign ("Campaign") is organised by GX Bank Berhad ("GXBank") in collaboration with MyTeksi Sdn Bhd ("Grab"), and will run from 11 September 2024 to 31 December 2024 (both dates inclusive), or once the Maximum Cap (as defined in Clause 4.2 below) is reached, or such other duration as may be determined by GXBank at its sole discretion ("Campaign Period").
- 1.2 By participating in this Campaign, you agree to be bound by these GXBank x GrabPay Wallet 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 <u>Terms and Conditions</u> <u>Governing Retail Banking Products and Services</u> and <u>Grab's Terms of Service</u>.

2. Eligibility

- 2.1 This Campaign is open to all individual customers of GXBank with a GX Account and who have not performed a first-time linking of their GX Account to their Grab account in their Grab App (collectively, "Eligible Customer", "you", or "your").
- 2.2 The following persons shall **not** be eligible to participate in this Campaign:
 - (a) customers of GXBank who have previously linked and then subsequently unlinked their GX Account from their Grab account in their Grab App;
 - (b) customers whose GX Account is terminated, closed, suspended or delinquent within the Campaign Period;
 - (c) individuals who are or become mentally unsound, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them; or
 - (d) individuals below the age of eighteen (18) years.

3. Campaign Mechanics and Qualifying Criteria

- 3.1 To be eligible for the Campaign Reward (as set out under Clause 4.1 below), Eligible Customers must fulfil the following qualifying criteria during the Campaign Period (collectively, the "Qualifying Criteria"):
 - (a) you must have an existing GX Account in good standing;
 - (b) you must perform a first-time linking of your GX Account to your Grab account in your Grab App; and
 - (c) you must complete at least one (1) GrabPay Wallet top-up transaction with a minimum amount of RM50 per transaction using your linked GX Account as the top-up method ("Eligible Transaction").



4. Campaign Reward

4.1 Eligible Customers who have fulfilled the Qualifying Criteria (as set out under Clause 3.1) during the Campaign Period shall be eligible to receive the following Campaign Reward, subject to the Campaign Reward Eligibility set out in **Table 1** below:

Campaign	Campaign Reward	Crediting of Campaign Reward
Reward	Eligibility	
Up to 2x RM4	Eligible Customers shall	The Campaign Reward will be credited to the
GrabFood	be eligible to receive one	Eligible Customer's Grab account in the Grab
vouchers	(1) GrabFood voucher	App instantly after the Eligible Customer has
	per Eligible Transaction,	successfully completed the Qualifying Criteria
	and up to a maximum of	(as set out under Clause 3.1).
	two (2) GrabFood	
	vouchers per Eligible	In exceptional cases, crediting of the
	Customer during the	Campaign Reward could take up to two (2)
	Campaign Period.	weeks from the date the Eligible Customer has
		successfully completed the Qualifying Criteria
		as set out under Clause 3.1.

Table 1

- 4.2 This Campaign Reward is limited to the first 60,000 Eligible Customers who fulfil the Qualifying Criteria as set out under Clause 3.1 during the Campaign Period on a first come, first serve basis ("Maximum Cap"). GXBank has no obligation to inform Eligible Customers once the Maximum Cap is reached.
- 4.3 The Campaign Reward is valid for use within thirty (30) days from the GrabFood voucher issuance date, and shall be further subject to the GrabFood voucher terms and conditions, if any. In the event of any conflict between these Terms and Conditions and the GrabFood voucher terms and conditions, the GrabFood voucher terms and conditions shall prevail, if any.
- 4.4 The Campaign Reward may only be redeemed and used by Eligible Customers in the Grab App by using their linked GX Account, GX Card or GrabPay Wallet as the selected payment method.



4.5 Illustrations of the eligibility to receive the Campaign Reward is set out in **Table 2** below.

No.	Illustration	Campaign Reward Eligibility	
1	During the Campaign Period, Customer A : (a) performed a first-time linking of her GX Account to her Grab account via her Grab App; and (b) completed two (2) RM50 GrabPay Wallet top-up transactions using her linked GX Account.	Customer A is eligible to receive the full Campaign Reward Note: One (1) GrabFood voucher for each Eligible Transaction, up to a maximum of two (2) GrabFood vouchers per Eligible Customer (as set out in Table 1 under Clause 4.1 above)	
2	During the Campaign Period, Customer B : (c) performed a first-time linking of her GX Account to her Grab account via her Grab App; and (d) completed one (1) RM50 GrabPay Wallet top-up transaction using her linked GX Account.	Customer B is eligible to receive a partial Campaign Reward Note: One (1) GrabFood voucher for each Eligible Transaction, up to a maximum of two (2) GrabFood vouchers per Eligible Customer (as set out in Table 1 under Clause 4.1 above)	
3	During the Campaign Period, Customer C : (a) performed a first-time linking of his GX Account to his Grab account via his Grab App; and (b) completed two (2) RM25 GrabPay Wallet top-up transactions using his linked GX Account.	Customer C is not eligible to receive the Campaign Reward Note: GrabPay Wallet top-up transaction must be of a minimum amount of RM50 each, to qualify as an Eligible Transaction (as set out in Qualifying Criteria under Clause 3.1(c) above)	
4	During the Campaign Period, Customer D : (a) re-linked his GX Account to his Grab account via his Grab App, after he had previously unlinked the two accounts; and (b) completed two (2) RM50 GrabPay Wallet top-up transactions using his linked GX Account.	Customer D is not eligible to receive the Campaign Reward Note: Customers of GXBank who have linked and then unlinked their GX Account from their Grab account via their Grab App are strictly ineligible to participate in this Campaign (as set out in Eligibility under Clause 2.2(a) above).	

Table 2



- 4.6 If GXBank subsequently discovers that an Eligible Customer is in fact not eligible for the Campaign Reward or there is any error or mistake in the crediting of the Campaign Reward, GXBank reserves the right to refuse to credit the Campaign Reward or amend, correct or adjust the Campaign Reward, or debit an amount equivalent to the value of 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 an amount equivalent to the value of the Campaign Reward, the Eligible Customer shall immediately reimburse GXBank for an amount equivalent to the value of the Campaign Reward on demand.
- 4.7 GXBank reserves the right to (i) disqualify an Eligible Customer from participating in this Campaign, (ii) decline to credit, cancel the crediting of, deduct or debit an amount equivalent to the value of 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:
 - 4.7.1 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 and/ or deception and/ or cheating with regards to this Campaign;
 - 4.7.2 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;
 - 4.7.3 if an Eligible Customer's GX Account or GX Card has been operated or used in an illegal or improper manner;
 - 4.7.4 if an Eligible Customer has acted fraudulently or dishonestly, or 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
 - 4.7.5 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 Grab in accordance with GXBank's Data Privacy Policy and Grab's Privacy Notice In addition and without prejudice to the terms set out in GXBank's Data Privacy Policy, 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 or 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 related notices by GXBank). 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, feedback and/ or complaints relating to this Campaign, please contact **GXBank Customer Support** via the chat in the GX App. Alternatively, you may call us at +603 7498 3188 or email us at ask@gxbank.my. If you experience any issues related to the crediting or redemption of the Campaign Reward in your Grab App, please contact **Grab Support** via the chat in the Grab App.