

# FLEXICREDIT PREFERRED RATE CAMPAIGN TERMS AND CONDITIONS

(Effective Date: 20 February 2025)

## 1. General

- 1.1 The FlexiCredit Preferred Rate Campaign (“**Campaign**”) is organised by GX Bank Berhad (“**GXBank**”) and will run from **20 February 2025 to 21 April 2025** (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 with prior notice (“**Campaign Period**”).
- 1.2 By participating in the Campaign, you agree to be bound by these FlexiCredit Preferred Rate 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.
- 1.3 These Terms and Conditions shall be read in conjunction with GXBank’s [Terms and Conditions Governing Retail Banking Products and Services](#), and [Terms of Use](#).

## 2. Eligibility and Qualifying Criteria

- 2.1 The Campaign is open to all individual customers of GXBank (“**Eligible Customer**”, “**you**”, or “**your**”) who have a savings account with GXBank in good standing (“**GX Account**”) and who meet the following criteria during the Campaign Period:
  - (a) you must be a FlexiCredit customer who has accepted their credit limit ; and
  - (b) you must have received direct communication from GXBank during the Campaign Period regarding the preferred interest rate offer for FlexiCredit drawdowns made throughout the Campaign Period. The participation selection criteria are determined based on GXBank’s internal assessment at its sole discretion and are proprietary to GXBank.

(collectively, the “**Qualifying Criteria**”).

- 2.2 The following individuals are not eligible to participate in the Campaign:
  - (a) customers whose GX Account has been terminated, closed, suspended, deemed delinquent or otherwise unsatisfactorily conducted as determined by GXBank during the Campaign Period;
  - (b) customers who have committed or are suspected by GXBank of committing any fraudulent, unlawful or wrongful acts in relation to any of GXBank’s products or services;
  - (c) individuals who are mentally unsound, deceased, adjudicated bankrupt or have any legal proceedings instituted against them;
  - (d) individuals under the age of 21 years or above the age of 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.

### 3. Campaign Pricing and Mechanics

- 3.1 Eligible Customers who meet the Qualifying Criteria outlined in Clause 2.1 above during the Campaign Period will be eligible to receive a special interest rate for FlexiCredit drawdowns made throughout the Campaign Period, which will be communicated individually to each Eligible Customer (“**Campaign Pricing**”).
- 3.2 Notwithstanding any other provision in these Terms and Conditions, Eligible Customers acknowledge and agree that GXBank has set a maximum limit on the availability of the Campaign Pricing (“**Maximum Cap**”). GXBank reserves the right to terminate the Campaign and discontinue the Campaign Pricing once the Maximum Cap is reached. GXBank is not obligated to notify Eligible Customers when the Maximum Cap is reached.
- 3.3 The Campaign Pricing is available to Eligible Customers who fulfill the Qualifying Criteria as set out under Clause 2.1 above during the Campaign Period, on a first come, first served basis, and until the Maximum Cap is reached.
- 3.4 Below are illustrations of the eligibility for receiving the Campaign Pricing.

Illustration		Campaign Pricing Eligibility
Customer A	Customer A performed a drawdown of RM10,000 during the campaign period and received direct communication from GXBank regarding the preferred interest rate offer.	Customer A is <b>eligible</b> for the Campaign Pricing.
Customer B	Customer B performed a drawdown of RM10,000 during the campaign period, but did not receive direct communication from GXBank regarding the preferred interest rate offer.	Customer B is <b>not eligible</b> for the Campaign Pricing because they did not receive direct communication from GXBank regarding the preferred interest rate offer.
Customer C	Customer C applied for FlexiCredit but the application was rejected.	Customer C is <b>not eligible</b> for the Campaign Pricing because the criteria of having an approved FlexiCredit application was not met.
Customer D	Customer D applied for FlexiCredit, their application was approved but the offer expired.	Customer D is <b>not eligible</b> for the Campaign Pricing as the offer for FlexiCredit was not accepted within the stipulated validity period.

Illustration		Campaign Pricing Eligibility
		Customers are required to have an existing, active FlexiCredit limit during the Campaign Period.

3.5 For the avoidance of doubt, the Campaign Pricing is only available for drawdowns made during the Campaign Period. Any drawdowns made after the Campaign Period will not be eligible for the Campaign Pricing and will be subject to the original interest rate.

3.6 Below are illustrations of drawdown eligibility for the Campaign Pricing.

Illustration		Campaign Pricing Eligibility
Drawdown A	<p>Drawdown A amounts to RM10,000 and is performed during the Campaign Period.</p> <p>The customer has received direct communication from GXBank during the Campaign Period regarding the preferred interest rate offer.</p>	<p>Drawdown A is <b>eligible</b> for the Campaign Pricing.</p> <p>The pricing for drawdown A will be the given Campaign Pricing until the tenure is completed or once the drawdown is fully settled.</p>
Drawdown B	<p>Drawdown B amounts to RM10,000 and is performed before or after the campaign period.</p> <p>The customer has received direct communication from GXBank during the Campaign Period regarding the preferred interest rate offer.</p>	<p>Drawdown B is <b>not eligible</b> for the Campaign Pricing as it is performed before the campaign commenced or after the campaign period was concluded.</p> <p>The pricing for drawdown B will be the original interest rate throughout the tenure and will not be revised to the Campaign Pricing.</p>
Drawdown C	<p>Drawdown C amounts to RM10,000 and is performed during the Campaign Period.</p> <p>The customer did not receive any direct communication from GXBank during the Campaign Period regarding the preferred interest rate offer.</p>	<p>Drawdown C <b>will not be eligible</b> for the Campaign Pricing.</p> <p>As the customer did not receive any communications from GXBank regarding the preferred interest rate offer. Interest allocated for Drawdown C will</p>

Illustration		Campaign Pricing Eligibility
		remain as their original interest rate.

3.7 If GXBank subsequently determines that an Eligible Customer is not eligible for the Campaign Pricing or if there was an error in the application or calculation of the Campaign Pricing, GXBank reserves the right to refuse to apply, or to amend, correct or adjust the Campaign Pricing. This may include debiting the equivalent amount of the difference between the original interest rate and the Campaign Pricing 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 due for the Campaign Pricing adjustment, the Eligible Customer must immediately reimburse GXBank for that amount upon demand.

3.8 GXBank reserves the right to (a) disqualify an Eligible Customer from participating in the Campaign, (b) refuse to apply or cancel the application of the Campaign Pricing, or deduct/debit an amount equivalent to the difference between the Campaign Pricing and the original interest rate 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:

3.8.1 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;

3.8.2 the Eligible Customer is found or suspected of tampering with the Campaign or its processes, including any fraudulent activity involving deceit or manipulation to obtain an unfair advantage;

3.8.3 There is irregular or improper operation, use, or inactivity/dormancy of the Eligible Customer's GX Account or FlexiCredit account, including actions that could affect eligibility for the Campaign Pricing;

3.8.4 the Eligible Customer engages in fraudulent or dishonest actions, or conducts themselves in bad faith with the intent to unfairly benefit from the Campaign Pricing, or seeks to gain an advantage over GXBank, its partners, or service providers; and/or

3.8.5 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.

#### 4. General Terms and Conditions

4.1 By participating in the Campaign, you consent to the collection, processing, and use of your personal data by GXBank in accordance with GXBank's [Data Privacy Policy](#). 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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 GXBank mobile application ("**GX App**").
- 4.9 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.
- 4.10 GXBank shall not be liable for any misinterpretation or misrepresentation of facts regarding the Campaign by unauthorised third parties in any media, marketing, or advertising material.

- 4.11 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.
- 4.12 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 [gxbank.my/notices](https://gxbank.my/notices), 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.
- 4.13 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 [gxbank.my/notices](https://gxbank.my/notices), through the GX App, or by any other method determined by GXBank.
- 4.14 Any matters not explicitly covered by these Terms and Conditions will be determined by GXBank at its reasonable discretion.
- 4.15 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.
- 4.16 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.
- 4.17 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 authorised representatives.
- 4.18 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 [ask@gxbank.my](mailto:ask@gxbank.my).