GX REWARDS EXPERIENCE CAMPAIGN TERMS AND CONDITIONS

(Updated as at 30 July 2024)

1. General

- 1.1 The GX Rewards Experience Campaign ("Campaign") is organised by GX Bank Berhad (formerly known as A5-DB Operations (M) Berhad) ("GXBank") and will run from 6 November 2023 to 5 November 2024 (both dates inclusive) or such other dates as may be determined by GXBank from time to time with prior notice to you ("Campaign Period").
- 1.2 By participating in this Campaign, you agree to be bound by these GX Rewards Experience 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 GX Bank's <u>Terms and Conditions</u> <u>Governing Retail Banking Products and Services</u>.

2. Eligibility

- 2.1 This Campaign is open to all individual customers of GXBank ("**Eligible Participant**", "**you**", or "**your**") with a savings account with GXBank ("**GX Account**").
- 2.2 The following persons shall **<u>not</u>** be eligible to participate in this Campaign:
 - (a) customers who do not fund their GX Account within ninety (90) days from the date of creation of the GX Account (as set out under Section B (GX Account Specific Terms), Clause 7.2(a) of GX Bank's Terms and Conditions Governing Retail Banking Products and Services);
 - (b) customers whose GX Account or GX debit card ("GX Card") is terminated, closed, suspended, delinquent or unsatisfactorily conducted as determined by GXBank 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 This Campaign consists of the following three (3) reward categories:
 - (a) Retail and Online Spend Using GX Card (physical and virtual) ("Reward Category 1");
 - (b) Jaya Grocer In-Store Spend Using Physical GX Card ("Reward Category 2"); and
 - (c) Pay for Grab Services Using Linked GX Account ("**Reward Category 3**"),

collectively, the ("Reward Categories").

3.2 To be eligible for the Campaign Rewards under the respective Reward Categories (as set out under Clause 4 below), Eligible Participants must meet the Qualifying Criteria of the respective Reward Category during the Campaign Period as stipulated below.

No.	Reward Category	Qualifying Criteria
1	Retail and Online Spend Using GX Card (physical and virtual)	 (a) Perform retail or e-commerce transactions using your GX Card (either virtual or physical) ("Eligible Spend"). (b) Please refer to Clause 3.3 below for transactions which are excluded as Eligible Spend.
2	Jaya Grocer In-Store Spend Using Physical GX Card	 (a) You must have: (i) an active physical GX Card; and (ii) an active Jaya Grocer membership. (b) During checkout at any Jaya Grocer retail store nationwide*, scan your Jaya Grocer membership barcode (which is available on the Grab User Mobile Application ("Grab App") and pay for your purchases using your physical GX Card. *<u>Not applicable</u> to online orders performed via the GrabMart or Jaya Grocer Online. For more information in relation to Jaya Grocer membership, please refer to: https://membership.jayagrocer.com
3	Pay for Grab Services Using Linked GX Account	 (a) Link your GX Account as a payment method to your Grab account on the Grab App. (b) Pay for GrabFood, GrabCar, GrabMart or GrabExpress services (collectively, "Grab Services") on the Grab App using your linked GX Account. (c) To maximise the Campaign Reward for this Reward Category 3, you would also need to subscribe to or maintain an active GrabUnlimited subscription during the Campaign Period. (d) If you unlink your GX Account from your Grab account on the Grab App during the Campaign Period, you shall not be eligible to receive the Campaign Reward Category 3.



- 3.3 In relation to Reward Category 1, Eligible Spend using the GX Card shall <u>not</u> include the following transactions and no Campaign Reward shall be awarded in respect of such transactions ("**Excluded Transactions**"):
 - (a) payment of new card issuance fees, annual card fees, card replacement fees,and/ or any other applicable card fees imposed from time to time;
 - (b) cash withdrawal transactions;
 - (c) e-wallet top-up transactions;
 - (d) any transactions/ payments to the merchants AirPay Malaysia Sdn Bhd, FassPay and Codashop;
 - (e) any transactions related to SSPN Prime/ SSPN Plus savings;
 - (f) payment of insurances and/ or takaful;
 - (g) payments for the following professional and commercial services:

Description		
Manual Cash Disbursements		
Automated Cash Disbursements		
Merchandise and Services at a Financial Institution		
Securities: Brokers/Dealers		
Real Estate Agents and Managers: Rentals		
Payment Transaction Services to Transfer Funds to a Mastercard Account		

(h) payments for the following contracted services:

Description		
General Contractors: Residential and Commercial		
Air Conditioning, Heating and Plumbing Contractors		
Electrical Contractors		
Insulation, Masonry, Plastering, Stonework and Tile Setting Contractors		
Carpentry Contractors		
Roofing and Siding, Sheet Metal Work Contractors		
Concrete Work Contractors		
Contractors, Special Trade Contractors		
Miscellaneous Publishing and Printing		
Typesetting, Plate Making and Related Services		
Sanitation, Polishing and Specialty Cleaning Preparations		

(i) payments for the following government related payments:

Description		
Courts Costs (including alimony and child support)		
Fines		
Bail and Bond Payments		
Tax Payments		
Government Services		
Postal Services (Government Only)		
Intra-Government Purchases (Government Only)		

- (j) payments to charity and/ or social services organisations;
- (k) gambling, betting and gaming related transactions;
- (I) quasi cash merchant transactions (e.g. cryptocurrency, foreign currency, money order);
- (m) void transactions, reversals or refunds; and
- (n) such other transactions as GXBank may determine at its discretion.

4. Campaign Rewards

4.1 Eligible Participants who have fulfilled the Qualifying Criteria set out under Clause 3 above during the Campaign Period shall be eligible to receive the following Campaign Rewards:

No.	Reward Category	Campaign Reward	Campaign Reward Crediting/ Eligibility
1	Retail and Online Spend Using GX Card (physical and virtual)	1% unlimited cashback on Eligible Spend	<u>Crediting of Campaign Reward</u> The cashback will be credited to an Eligible Participant's GX Account after the Eligible Spend is either authorised or settled, i.e., when the Eligible Spend is in the "Processing" or "Successful" status In exceptional cases, crediting of the cashback could take up to two (2) weeks from the date the Eligible Spend is performed. If the Eligible Spend is subsequently cancelled, any credited cashback amount will be clawed back or debited from the Eligible Participant's GX Account.
			 <u>Campaign Reward Eligibility</u> (i) Eligible Participants shall be eligible to receive this Campaign Reward multiple times during the Campaign Period for each Eligible Spend transaction. (ii) The 1% cashback value will be calculated and rounded down to the

No.	Reward Category	Campaign Reward	Campaign Reward Crediting/ Eligibility
			nearest two (2) decimal points and the cashback amount must be at least RM0.01 in order to be credited to an Eligible Participant's GX Account (" Eligible Cashback ").
2	Jaya Grocer In-Store Spend Using Physical GX Card	1.5x GrabRewards points for every RM1 spent using GX Card (physical only)	Crediting of Campaign Reward The GrabRewards points will be credited to an Eligible Participant's Grab account on the Grab App instantly once the Eligible Participant's transaction is successfully completed. In exceptional cases, crediting of the GrabRewards points could take up to two (2) weeks from the date of your successful transaction.
			Eligible Participants shall be eligible to receive this Campaign Reward multiple times during the Campaign Period.
3	Pay for Grab Services Using Linked GX Account	GrabUnlimited Subscribers: 1.5x GrabRewards points for every RM1 spent Non- GrabUnlimited Subscribers: 0.75x	Crediting of Campaign Reward The GrabRewards points will be credited to an Eligible Participant's Grab account on the Grab App instantly once the Eligible Participant's transaction is successfully completed. In exceptional cases, crediting of the GrabRewards points could take up to two (2) weeks from the date of the Eligible Participant's successful transaction.
		GrabRewards points for every RM1 spent	Campaign Reward Eligibility Eligible Participants shall be eligible to receive this Campaign Reward multiple times during the Campaign Period.

4.2 Illustrations of the calculations and eligibility to receive the Campaign Reward under **Reward Category 1** is set out in **Table 1** below.

No.	Illustration	Eligible Cashback
1	Eligible Participant makes a purchase worth RM105 using a GX Card	1% x RM105 = RM1.05 When rounded to the nearest two (2) decimal points, the Eligible Cashback is RM1.05.
2	Eligible Participant makes a purchase worth RM79.90 using a GX Card	1% x RM79.90 = RM0.799 When rounded to the nearest two (2) decimal points, the Eligible Cashback is RM0.79.
3	Eligible Participant performs an e-wallet top-up transaction of RM20 on the Grab App using a GX Card	No Eligible Cashback as the transaction is an Excluded Transaction. (Please refer to Clause 3.3 above for Excluded Transactions).
4	Eligible Participant performs a transaction of RM0.90 using a GX Card	1% x RM0.90 = RM0.009 No Eligible Cashback. When rounded to the nearest two (2) decimal points, the Eligible Cashback is RM0.

Table 1

4.3 In relation to **Reward Category 1**:

- (a) if there is any dispute, claim or appeal in relation to the amount of the Eligible Cashback, an Eligible Participant must submit proof of transaction as requested by GXBank for further investigation, and GXBank will thereafter determine the Eligible Participant's Eligible Cashback entitlement at its discretion;
- (b) if an Eligible Spend is reversed, voided, refunded or cancelled after the Eligible Cashback is credited to an Eligible Participant's GX Account, GXBank reserves the right to deduct the Eligible Cashback amount from the Eligible Participant's GX Account (which includes both the Main Account and any Savings Pockets); and
- (c) if GXBank subsequently discovers that an Eligible Participant is in fact not eligible for the Eligible Cashback or there is any error or mistake in the crediting or awarding of the Eligible Cashback, GXBank reserves the right to refuse to credit the Eligible Cashback or amend, correct, adjust or clawback the Eligible Cashback, or debit an amount equivalent to the Eligible Cashback, if already awarded, from the Eligible Participant's GX Account (which includes both the Main Account and any Savings Pockets). Where the monies standing to the credit of the Eligible Participant's GX Account are not sufficient to reimburse GXBank for the amount of the Eligible Cashback, the Eligible Participant shall immediately reimburse GXBank for the amount of the Eligible Cashback on demand.

- 4.4 GXBank reserves the right to (i) disqualify an Eligible Participant 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 Participant'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 Participant:
 - 4.4.1 if an Eligible Participant 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 Participant has not complied with these Terms and Conditions and/ or GXBank's Terms and Conditions Governing Retail Banking Products and Services including but not limited to where:
 - (a) an Eligible Participant's GX Account or GX Card has been operated or used in an irregular or improper manner;
 - (b) an Eligible Participant has acted fraudulently or dishonestly; or
 - (c) an Eligible Participant 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;
 - 4.4.3 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 in accordance with GXBank's <u>Data Privacy Policy</u>. 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, 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 GXBank mobile application ("**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 <u>https://gxbank.my/notices</u>, 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.

- 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 information, enquiries, feedback and/ or complaints related to this Campaign, please contact us via the chat in the GX App. Alternatively, you may call our Customer Support team at +603 7498 3188 or email us at <u>ask@gxbank.my</u>.