

## March 2023 Citibank Credit Cards Flash Deal Terms & Conditions

#### IMPORTANT NOTE:

With effect from 1 November 2022, Citibank Berhad [Registration No. 199401011410 (297089-M)] has been transferred ownership of its consumer banking business to United Overseas Bank (Malaysia) Bhd [Registration No. 199301017069 (271809-K)] ("UOB").

UOB is the provider of "Citi" branded consumer banking products in Malaysia and Citibank Berhad is providing certain services in respect of those products.

The trademarks "Citi", "Citibank", Citigroup", the Arc design and all similar trademarks and derivations thereof are used temporarily under license by UOB from Citigroup Inc and related group entities.

- The March 2023 Citibank Flash Deal Campaign (hereinafter referred to as "CCFD2303CT3-Campaign") is organized by Compargo Malaysia Sdn. Bhd. [201301020939 (1050769-U)] for CompareHero (hereinafter referred to as "CompareHero" or "we") and in partnership with United Overseas Bank (Malaysia) Bhd [Registration No. 199301017069 (271809-K)] (hereinafter referred to as "UOB" or the "Bank"). Other references to Citibank will be change to the "Bank".
- 2. The Bank's credit card eligible for **CCFD2303CT3-Campaign** are Citi Simplicity+ Card, Citi Rewards Card, Citi PremierMiles Card, Citi Clear Card, Citi Cash Back Platinum Card, Citi Cash Back Card and Lazada Citi Credit Card (hereinafter referred to as "**Eligible Credit Cards**").

# **Campaign Period**

- 3. The **CCFD2303CT3-Campaign** comprises of the following periods:
  - a. "Sign-Up Period" runs from 21 March 2023 to 27 March 2023, both dates inclusive;
  - b. "Spend Period" is defined as the earlier of:
    - i. sixty (60) days from the date of approval of the Eligible Credit Card; OR
    - ii. until 15 June 2023;
  - c. "Redemption Period" runs from 1 May 2023 to 31 August 2023, both dates inclusive.

# **Campaign Eligibility**

- 4. The CCFD2303CT3-Campaign is open to individuals who:
  - a. are 21 years old and above; and
  - b. have a residential address in Malaysia; and
  - are either New-to-Bank, which includes individuals or the Bank's customers who do not have any credit card issued by the Bank in Malaysia, but excluding those individuals who fall under Clause 6 of these Terms & Conditions; and
  - d. register their interest, during the Sign-Up Period, for any of the Eligible Credit Card on CompareHero website, to get redirected to the Bank's website; and
  - e. completes the Bank's Credit Card online application process before the end of the Sign-Up Period; and
  - f. have their application for the Eligible Credit Card approved by the Bank (hereinafter referred to as "Cardholder/s"), activate and perform at least eight (8) transactions qualifying as a "Retail Spend" (as defined below) within the Spend Period using the Eligible Credit Card.
- 5. Retail Spend of the **CCFD2303CT3-Campaign** is defined as the purchase of any goods or services (local or international) of any amount with the use of the Eligible Credit Card and may, at the Bank's discretion, include online transaction, e-wallet top-up and any card transactions as may be determined by the Bank, except for the following transactions:



- a. Instalments paid under the Bank's Paylite, Easy Payment Plan (EPP), Credit Shield Select, Quick Cash, Balance Transfer, Balance Transfer via Instalment Plan and Cash Advance;
- b. Any disputed, cancelled, refunded, unauthorized or fraudulent purchase transactions;
- c. Payment of annual Bank Credit Card membership fees;
- d. Interest payments, late payment fees, charges for cash withdrawals, Sales and Service Tax or other taxes and any other form of service/miscellaneous fees; and/or
- e. Transactions made by the Bank's cardholders with any merchant associated with or controlled by them (whether as employee, employer, shareholder or director). i.e. transactions by a Bank's cardholder with any corporation or business entity in which he is an employee or employer or works with or has shares or interest in or is a director of.

It is clarified that the determination of what is classified as a Retail Spend is determined by the Bank in its absolute discretion.

- 6. The following individuals are not eligible for the CCFD2303CT3-Campaign:
  - a. permanent and/or contract employees of the Bank (including its subsidiaries and related companies) and their respective immediate family members; and/or
  - b. representatives and/or agents (including advertising and campaign agents) of the Bank and their respective immediate family members; and/or
  - c. those who had cancelled any of their Bank's credit card within twelve (12) months before the date of approval of their Eligible Credit Card and are re-applying for any Bank's Credit Card under the CCFD2303CT3-Campaign; and/or
  - d. present holders of any Bank credit card(s) whether issued in Malaysia; and/or
  - e. any person who has committed or suspected of committing any misconduct, fraudulent or wrongful acts in relation to their credit card account(s), any facility, service or accommodation granted by the Bank, including the Bank's Online (Website); and/or
  - f. those who have registered for a previous credit card Campaign organized by CompareHero within the three (3) months preceding the start date of CCFD2303CT3-Campaign. It is clarified that any such individual will not be eligible for this CCFD2303CT3-Campaign irrespective of whether their Eligible Credit Card application made under the previous Campaign with CompareHero has been completed and/or approved by the Bank.
- 7. CompareHero reserves the right to reject information submitted on the CompareHero website and/or social media if we deem it not legible, in non-English alphabets, to use foul language, or suspect it as spam or of a fraudulent nature.

## **Campaign Mechanics**

- 8. Cardholders who fulfil the Campaign Eligibility requirements set out in Clauses 4 and 5, and their subclauses above, will be considered a "Successful Cardholder" of the CCFD2303CT3-Campaign.
- Each Successful Cardholder may be entitled to and shall only receive one (1) Campaign Gift or one (1) Consolation
  Gift (each as defined below), as applicable, regardless of the number of approved and activated Eligible Credit Cards
  issued by the Bank.
- 10. Successful Cardholders will be entitled to receive one (1) Campaign Gift, or one (1) Consolation Gift (as defined below) subject to the following terms and conditions.
  - a. Successful Cardholders with a residential address in Peninsular Malaysia will be eligible to receive a Campaign Gift A or Campaign Gift B or Consolation Gift, as applicable;
  - 5. Successful Cardholders with a residential address in East Malaysia will be eligible to receive a Campaign Gift B or Consolation Gift, as applicable. It is clarified that Successful Cardholders with a residential address in East Malaysia will not be eligible to receive Campaign Gift A.
- 11. A "Campaign Gift" is defined as either one of the following:



- One (1) unit of Samsung Galaxy S23 (128GB) worth RM3,899 (recommended retail value) ("Campaign Gift A");
   OR
- b. One (1) unit of Touch 'n Go eWallet credit worth RM2,000 ("Campaign Gift B"), (together, the "Campaign Gifts")

The total number of Campaign Gifts to be issued is limited to **five (5) units** only and no further Campaign Gifts shall be issued once the stock has exhausted.

- 12. Every 25<sup>th</sup> (twenty-fifth) Successful Cardholder who has applied for the Eligible Credit Cards through CompareHero in the following order, chronologically (i.e. from earliest to latest, based on the date and timestamp of their application, as recorded by CompareHero's internal IT systems): twenty-fifth, fiftieth, seventy-fifth, one-hundredth and so on shall be eligible to receive a Campaign Gift until the maximum units of Campaign Gifts available, as set out above, have been exhausted. The selection as set out above shall be done by CompareHero, not the Bank, and the final determination of such selected applicants shall be made by CompareHero in its absolute discretion based on the application frequency set out above. Successful Cardholders who have selected a particular Campaign Gift as their preferred gift during the application user journey on CompareHero should note that such selection is not final and binding but is subject to these Campaign Terms and Conditions and stock availability.
- 13. Successful Cardholders who are not eligible to receive a Campaign Gift pursuant to Clauses 10 to 12 above, will instead be entitled to receive one (1) Consolation Gift. A "Consolation Gift" is defined as one (1) unit of Touch 'n Go eWallet credit worth RM200.
- 14. Successful Cardholders who receive the Campaign Gift or the Consolation Gift, as applicable, shall not be eligible to participate in other sign-up card campaigns, promotions or offers by the Bank or its third-party sales agents.

# **Campaign Gift Redemption**

- 15. For the avoidance of doubt, it is the Successful Cardholder's responsibility to redeem the Campaign Gift or Consolation Gift (as applicable) within the Redemption Period.
- 16. CompareHero will contact all Successful Cardholders between 1 May 2023 to 31 July 2023 via:
  - a. email (email address in CompareHero's record); and/or
  - b. SMS (mobile phone number in CompareHero's record),

with gift redemption instructions (a "Redemption Message") or notification that the selected Campaign Gift or Consolation Gift has been credited to the Successful Cardholder's bank account (a "Notification Message"), as applicable.

- 17. The Campaign Gift or Consolation Gift cannot be transferred to other parties, is not refundable and is strictly not exchangeable for cash, credit, or other goods and/or services.
- 18. The Campaign Gift or Consolation Gift is considered redeemed when a Successful Cardholder responds to the Redemption Message or receives the Notification Message before the end of the Redemption Period ("Redeemed Date"), as applicable. Any attempt of gift redemption after the Redemption Period will not be entertained and no Campaign Gift or Consolation Gift will be issued.
- 19. Delivery or fulfilment of Campaign Gift A is estimated to be four (4) weeks from the Redeemed Date (subject always to availability of third-party distribution and supply channels, stock availability and/or merchant delivery schedules, over which we have no control). CompareHero is not responsible for any wrongful or missing delivery of the Campaign Gift A due to any incorrect or incomplete address supplied by the Successful Cardholder. No replacement of Campaign Gift A will be offered.
- 20. The Campaign Gift A choice of size, technical specifications and/or colour is at the discretion of CompareHero, based on available stock from the merchant/s. CompareHero can replace the Campaign Gift or Consolation Gift with something of equivalent or higher value if the merchant/s runs out of stock.
- 21. CompareHero can replace the Campaign Gift or Consolation Gift with something of equivalent or higher value if the merchant/s runs out of stock.



- 22. The Campaign Gift or Consolation Gift does not include any accessories or items (unless stated) that may be shown on any marketing materials, as they are for illustration purposes only.
- 23. The recommended retail value of the gifts provided above is for reference purposes only and is subject to change by the issuing merchant, over which CompareHero has no control.
- 24. The use of the Campaign Gift or Consolation Gift is subject to terms and conditions of the issuing merchant/s. All additional terms and conditions will be stated in full, upon delivery or fulfilment of Campaign Gift or Consolation Gift. Additional terms and conditions may include validity dates, spend requirements, applicable or exclusion products and other conditions. The issuing merchant/s reserves the right to alter, cancel, terminate, or suspend the order or any part thereof or any part of the applicable terms and conditions from time to time, with or without any prior notice.
- 25. All servicing or warranty claims should be directed to the merchant, manufacturer or distributor of the Campaign Gift or Consolation Gift. Please refer to the warranty card / box / notification attached with the Campaign Gift or Consolation Gift.
- 26. CompareHero and the Bank are not in any way endorsing, sanctioning, approving or supporting the brand/s or merchandise of the Campaign Gift or Consolation Gift. Any query and/or dispute on the usage of the Campaign Gift or Consolation Gift must be directed to, and resolved directly with the issuing merchant/s.
- 27. Campaign Gift or Consolation Gift brand/s or merchandise are not a participant in or sponsor of this **CCFD2303CT3-Campaign**. The brand/s logo and/or trademarks remains the intellectual property of the brand.
- 28. In order to receive Campaign Gift B or the Consolation Gift for the **CCFD2303CT3-Campaign**, Successful Cardholders must have already registered an account to receive credit with Touch 'n Go in accordance with the following conditions:
  - a. Successful Cardholders must verify their Touch 'n Go account (the "Touch 'n Go ID") by linking their mobile number ("Mobile Number") with their Touch 'n Go account in order for Campaign Gift B or the Consolation Gift to be transferred.
  - b. In order for the Successful Cardholder to be eligible to receive Campaign Gift B or the Consolation Gift, the Mobile Number must match the details supplied by the Successful Cardholder when applying for the CCFD2303CT3-Campaign on CompareHero. If the Mobile Number is the same, then no further action is required.
  - c. For the avoidance of doubt, the Campaign Gift B and the Consolation Gift will not be transferrable to a Touch 'n Go ID that does not meet each of the foregoing conditions.
  - d. Fulfilment of Campaign Gift B and Consolation Gift will be directly credited to the Successful Cardholders Touch 'n Go account before the end of the Redemption Period. CompareHero will contact the Successful Cardholders by a Notification Message once Campaign Gift B or Consolation Gift has been credited to their accounts by Touch 'n Go.
- 27. By accepting the Campaign Gift or Consolation Gift, the Successful Cardholder agrees to give CompareHero the discretion to publish their name and masked phone number in a list on all CompareHero's website, social media accounts and communication platforms.

#### **General Campaign Terms and Conditions**

- 28. The use of the CompareHero website and services constitutes the acceptance of the general Terms and Conditions and Privacy Policy.
  - a. For the avoidance of doubt, during the course of using CompareHero services, individuals that have registered their interest and/or have applied for a Bank's product listed on CompareHero, are deemed to have given explicit consent to the collection, use and sharing of their personal data between CompareHero and the Bank, for the purposes of the administration of this Campaign, including application status, card activation status, and other qualifying criteria.
- 29. CompareHero reserves the right to (at its own discretion) disqualify any participant and/or withhold or confiscate in full or part any Campaign Gift or Consolation Gift if:



- a. the participant is found to be, or reasonably suspected of participating in any form of fraudulent practices (including but not limited to false identities, doctoring images, wilful spamming or manipulation of any CompareHero's processes, or website); and/or
- b. the redemption request is found to have been made via other channels, made outside of the Redemption Period, or are fraudulent, against the spirit of the Campaign, or non-compliant with the Campaign terms and conditions.
- 30. In the event of disputes, CompareHero's decision shall be final.
- 31. Where we suspect a participant is participating in any form of unlawful and/or fraudulent activity, we reserve the right to report such activity or suspicions to the police or relevant authorities.
- 32. Applications for the Eligible Credit Cards received after the end of the Sign-Up Period as set out in Clause 3(a) above will not be eligible to participate in the **CCFD2303CT3-Campaign**. All applicants under the **CCFD2303CT3-Campaign** are required to complete the application for the Eligible Credit Cards online on Bank's website, which the applicant will be redirected to upon completion of registration on the CompareHero website.
- 33. Final approval of any Eligible Credit Cards is determined by the relevant banks in their absolute discretion and is subject to the banks' credit and risk processing criteria. Participating in this Campaign does not guarantee the approval of any Credit Card. CompareHero does not guarantee the approval of any Eligible Credit Cards.
- 34. CompareHero reserves the right as it deems fit to vary or change any of these Campaign terms and conditions from time to time or cancel, terminate, withdraw, suspend and/or replace this Campaign with another similar Campaign with prior notice. Such variation, changes, cancellation, termination, withdrawal, suspension and/or replacement will be notified by posting on CompareHero website, social media or in any other manner as CompareHero deems fit.
- 35. CompareHero reserves the right to change the Sign-up Period or the Redemption Period if the launch of the Campaign is delayed and shall have no liability for the same.
- 36. In this respect, the participants of this Campaign also signifies their agreement to access the CompareHero website and/or social media at regular intervals to view these terms and conditions and to ensure that they are kept up-to-date with any variations or changes which CompareHero may effect from time to time. Participants also agree that their continued participation in this Campaign will constitute their acceptance of these terms and conditions (as varied from time to time).
- 37. Any cancellation, termination, withdrawal or suspension by CompareHero of this Campaign will not entitle participants to any compensation against CompareHero for any and all loss or damage that may be suffered or incurred by the participant as a direct or indirect result of the act of cancellation, termination, withdrawal or suspension.
- 38. The decisions of CompareHero and the Bank in relation to every aspect of the Campaign, including but not limited to the definition of Successful Cardholders, shall be deemed final and conclusive under any circumstance and no further appeal, enquiry and/or correspondence will be entertained.
- 39. These Campaign terms and conditions are governed by and construed under the laws of Malaysia.

#### CompareHero's Privacy Policy

Our goal is to maintain your trust and confidence when handling personal information about you. The security of your personal information is our priority. We protect this information by maintaining procedural safeguards that meet Malaysia's PDPA (Personal Data Protection Act 2010) law. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive as well.

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