

GX REFERRAL CAMPAIGN TERMS AND CONDITIONS

1. General

- 1.1 The GX Referral Campaign (“**Campaign**”) is organised by GX Bank Berhad (formerly known as A5-DB Operations (M) Berhad) (“**GXBank**”) and will run from **16 May 2024** to **31 July 2024** (both dates inclusive) or such other dates as may be determined by GXBank from time to time with notice to you (“**Campaign Period**”).
- 1.2 By participating in this Campaign, you agree to be bound by these GX Referral 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 [Terms and Conditions Governing Retail Banking Products and Services](#).

2. Eligibility

- 2.1 This Campaign is open to (collectively, “**Eligible Customer**”, “**you**”, or “**your**”):
 - (a) selected individual customers of GXBank with a savings account with GXBank (“**GX Account**”) who have received a notification from GXBank to participate in the Campaign from 16 May 2024 onwards; and
 - (b) all individual customers of GXBank with a GX Account from 27 May 2024 onwards.
- 2.2 The following persons shall **not** be eligible to participate in this Campaign:
 - (a) customers whose GX Account is terminated, closed, suspended, delinquent or unsatisfactorily conducted as determined by GXBank within the Campaign Period;
 - (b) individuals who are or become mentally unsound, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them; or
 - (c) 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 during the Campaign Period (“collectively, the **Qualifying Criteria**”):
 - (a) you must have an existing GX Account in good standing;
 - (b) you must go to your GXBank mobile application (“**GX App**”), version 1.7.14 for Android and version 1.7.17 for iOS or above > select “Me” > select “Share with friends” to send a Referral link and code (“**Referral**”) to your family and friends who are not existing GXBank customers (“**Referee**”) to open a GX Account; and
 - (c) your Referee must successfully open a GX Account using the Referral link or code sent by you (“**Successful Referral**”).

Important Note: Once sent, a Referral will expire after sixty (60) days if it is not used. If this happens, Eligible Customers may resend a new Referral to the Referee within the Campaign Period.

- 3.2 Pursuant to this Campaign, an Eligible Customer may refer to GXBank any number of Referees each of whom shall be an individual and not an existing customer of GXBank. For the avoidance of doubt, an Eligible Customer may not refer himself/ herself for this Campaign.
- 3.3 By sending out a Referral, an Eligible Customer is deemed to have agreed to assume full responsibility for his/ her own actions and the actions of the Eligible Customer's Referees or third parties who forward or further forward the Eligible Customer's Referral.
- 3.4 By participating in this Campaign, an Eligible Customer agrees to assume full responsibility as to whom the Referral is sent to and GXBank shall not be responsible for and shall not accept any liabilities of any nature and however arising or suffered by an Eligible Customer, a Referee or any third parties resulting directly or indirectly from this Campaign.

4. Campaign Reward

- 4.1 Eligible Customers who have fulfilled the Qualifying Criteria set out under Clause 3 above during the Campaign Period shall be eligible to receive the following Campaign Reward, subject to the Campaign Reward Eligibility set out below:

Campaign Reward	Campaign Reward Eligibility	Crediting of Campaign Reward
<p align="center">RM8 Referral Reward</p>	<p>Eligible Customers will be eligible to receive the Campaign Reward multiple times, one (1) for each Successful Referral during the Campaign Period.</p>	<p>The Campaign Reward will be credited to an Eligible Customer's GX Account instantly after a Referee has successfully opened a GX Account using the Referral sent by the Eligible Customer.</p> <p>In exceptional cases, crediting of the Campaign Reward could take up to two (2) weeks from the date the Referee successfully opened a GX Account using the Referral.</p>

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

No.	Illustration	Campaign Reward Eligibility
1	Eligible Customer sends a Referral to Referee A who is not an existing GXBank customer. Referee A used the Referral link or code sent by the Eligible Customer, and successfully opened a GX Account.	Eligible Customer is eligible to receive the Campaign Reward
2	Eligible Customer sends a Referral to Referee B who is not an existing GXBank customer. Referee B did not use the Referral link or code sent by the Eligible Customer, but successfully opened a GX Account.	Eligible Customer is not eligible to receive the Campaign Reward
3	Eligible Customer sends a Referral to Referee C, who is not an existing GXBank customer. Referee C used the Referral link or code sent by the Eligible Customer, but did not open a GX Account.	Eligible Customer is not eligible to receive the Campaign Reward
4	<p>Eligible Customer sends a Referral to Referee D, who is not an existing GXBank customer. Referee D attempted to use the Referral link or code sent by the Eligible Customer but the Referral has expired.</p> <p>Note: Once sent, a Referral will expire after sixty (60) days if it has never been used. If this happens, the Eligible Customer may resend a new Referral to Referee D during the Campaign Period. Upon receiving the new Referral sent by the Eligible Customer, Referee D may continue to proceed to open a new GX Account using the Referral link or code.</p>	<p>Eligible Customer is not eligible to receive the Campaign Reward</p> <p>Note: The Eligible Customer will only be eligible to receive the Campaign Reward if Referee D successfully opens a GX Account using the new Referral link or code sent by the Eligible Customer.</p>

Table 1

4.3 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 the amount 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 the amount of the Campaign Reward, the Eligible

Customer shall immediately reimburse GXBank for the amount of the Campaign Reward on demand.

4.4 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 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:

4.4.1 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;

4.4.2 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 including but not limited to where:

- (a) an Eligible Customer's GX Account or GX Card has been operated or used in an illegal or improper manner;
- (b) an Eligible Customer has acted fraudulently or dishonestly; or
- (c) an Eligible Customer has conducted himself or 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 [Data Privacy Policy](#). 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 our **Customer Support team** via the chat in the GX App. Alternatively, you may call us at +603 7498 3188 or email us at ask@gxbank.my.