

## GET XTRA8 JAYA GROCER IN-STORE GIFT WITH PURCHASE CAMPAIGN TERMS AND CONDITIONS

### 1. General

- 1.1 The Get Xtra8 Jaya Grocer In-Store Gift with Purchase Campaign (“**Campaign**”) is organised by GX Bank Berhad (formerly known as A5-DB Operations (M) Berhad) (“**GXBank**”) in collaboration with Jaya Grocer and will run from **1 February 2024** to **29 February 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 Get Xtra8 Jaya Grocer In-Store Gift with Purchase 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 which may be viewed at [www.gxbank.my](http://www.gxbank.my).

### 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 **not** be eligible to participate in this Campaign:
- (a) 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;
  - (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 Participants must meet the following qualifying criteria during the Campaign Period (“**Qualifying Criteria**”):
- (a) you must make an in-store purchase at any Jaya Grocer retail store; and
  - (b) you must show your GXBank mobile application (“**GX App**”) to the cashier at checkout to redeem the Campaign Reward.
- 3.2 The Campaign Reward is not available to Jaya Grocer online orders performed via GrabMart on the Grab mobile application (“**Grab App**”) or purchases made via Jaya Grocer Online.

#### 4. Campaign Reward

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 Reward subject to the Campaign Reward Eligibility set out below.

Campaign Reward	Campaign Reward Eligibility	Redemption of Campaign Reward
<b>Mandarin Oranges and Angpow packet</b>	Eligible Participants shall be eligible to receive this Campaign Reward <b>once</b> during the Campaign Period.	The Campaign Reward will be given to Eligible Participants at checkout upon completion of payment.

4.2 The Campaign Reward will be awarded to Eligible Participants who have fulfilled the Qualifying Criteria set out under Clause 3 above on a “first-come-first served” basis subject to availability.

4.3 GXBank reserves the right to decline to award the Campaign Reward to an Eligible Participant if GXBank determines that an Eligible Participant has not complied with these Terms and Conditions and/ or GX Bank’s Terms and Conditions Governing Retail Banking Products and Services including but not limited 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;
- (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; or
- (d) an event has occurred which gives rise to GXBank’s right to suspend or terminate any or all of our banking agreements for a product, 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, which may be viewed at [www.gxbank.my](http://www.gxbank.my). 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 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 [www.gxbank.my](http://www.gxbank.my), 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 [www.gxbank.my](http://www.gxbank.my), through the GX App or any other manner as determined by GXBank from time to time.
- 5.13 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.
- 5.14 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.
- 5.15 For information, enquiries and/ or feedback 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 [ask@gxbank.my](mailto:ask@gxbank.my). If you experience any issues related to the in-store redemption of the Campaign Reward, please contact Jaya Grocer's customer service team at 1-300-88-5427 or via email at [customer@jayagrocer.com](mailto:customer@jayagrocer.com).