

Terms and Conditions

“AmBank Enrich Visa Credit Cards Referral Campaign” Campaign Period: 1 July 2024 - 30 September 2024

REMINDER: The Eligible Cardholder (as defined below) is hereby reminded to read and understand the conditions below which is available at www.ambank.com.my. If the Eligible Cardholder does not understand any of the conditions below, the Eligible Cardholder is advised to discuss with the Bank’s authorized representative for this Campaign.

1. Definition

1.1 For the purpose of this Campaign Notice, the following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

The “**Bank**” means AmBank (M) Berhad 196901000166 (8515-D) (“**AmBank**”). The conditions herein are to be read together with the terms and conditions of the Bank’s Credit Card agreement (“**Cardholder Agreement**”). In the event of any discrepancy or inconsistency between the Campaign’s conditions (“**Campaign’s Conditions**”) and the Cardholder Agreement, the Campaign’s Conditions shall prevail in so far as it concerns the Campaign.

“**AmBank Group**” refers to all the Related Corporations and Associate Corporations of the Bank whether incorporated within or outside Malaysia, existing now or in the future and any reference to “AmBank Group” in the Terms and Conditions herein shall include all or any entity within AmBank Group.

“**Associate Corporations**” shall have the same meaning assigned to it under Section 2(1) of the Financial Services Act 2013 or the Islamic Financial Services Act 2013, where applicable.

“**Enrich Points**” means the points received by Enrich Member when Enrich Member use the qualifying services or products of Malaysia Airlines, Oneworld Airlines, Airline Partners, or an Enrich Non-Airline Partner and Enrich Member may use the points to redeem for Enrich awards.

“**New To Card**” individuals who have not previously held a Principal credit card issued by AmBank / AmBank Islamic or who have cancelled and reapplied for AmBank Credit Card/AmBank Islamic Credit Card-i more than (12) months since the card’s cancellation.

“**Prior Notice**” refers to notices issued by the Bank to Eligible Cardholder(s) within five (5) calendar days which is published on the Bank’s website at www.ambank.com.my.

“**Related Corporations**” shall have the same meaning assigned to it under Section 7 of the Companies Act 2016.

Words denoting “person” shall include living persons and, if and where applicable, body or persons incorporated or unincorporated. Words importing the singular shall also include the plural and vice versa. Words importing the masculine gender shall include the feminine and neuter gender.

2. Campaign

2.1 The “**Campaign**” means “**AmBank Enrich Visa Credit Cards Referral Campaign**” organized by the Bank in accordance with the conditions as herein stipulated.

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3. Campaign Period

- 3.1 “Campaign Period” runs from 1 July 2024 at 00:00:00 AM MYT – 30 September 2024 at 23:59:59 PM MYT (both dates inclusive). The Bank reserves the right to vary or amend the duration of the Campaign Period with Prior Notice.

4. Campaign Eligibility

- 4.1 This Campaign is open to all customers who have applied for a participating credit card listed below with the Bank prior or during the Campaign Period. The participating credit card are listed as follows: -
- a) AmBank Enrich Visa Infinite Credit Card
 - b) AmBank Enrich Visa Platinum Credit Card (“Participating Card”)
- 4.2 All customers may participate in this Campaign except staffs under the following corporations: -
- a) all employees of AmBank Group
 - b) all employees of Malaysia Aviation Group

5. Campaign Mechanics

Eligible Referrer

- 5.1 To participate in this Campaign, the customer must successfully refer a new customer to Bank during the Campaign Period and must fulfill ALL of the following: -
- (a) The customer must be a Principal Cardholder of the Participating Card;
 - (b) The customer must have successfully activated the Participating Card; and
 - (c) The customer must have submitted the Referral Online Form during the Campaign period. (hereinafter referred to as “Eligible Referrer”)
- 5.2 In order for the referral to be valid, the Eligible Referrer must make a successful referral during the Campaign Period by submitting the Referral Online Form at www.ambank.com.my/refer and completing all necessary steps (“Successful Referral”). Multiple submissions by the Eligible Referrer are acceptable as long as it is done within the Campaign Period.
- 5.3 Prior to making a successful referral, the Eligible Referrer must ensure that the Referee’s consent has been obtained before disclosing the Referee’s name and contact number. The limited info given is for the Bank to contact the Referees to assist them on their Participating Card application.
- 5.4 The following individuals are **NOT** eligible Referee under this Campaign:
- (a) Existing AmBank Credit Card/AmBank Islamic Credit Card-i Principal cardholder(s) applying for another AmBank Credit Card/AmBank Islamic Credit Card-i;
 - (b) Cardholder(s) who have cancelled their AmBank Credit Card/AmBank Islamic Credit Card-i and have reapplied for a new AmBank Credit Card/AmBank Islamic Credit Card-i within twelve (12) months of the cancellation during the Campaign Period;
 - (c) Any newly approved AmBank Credit Card/AmBank Islamic Credit Card-i that has been suspended, cancelled or terminated during the Campaign Period;

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- (d) A cardholder who is in default of payment(s) due or suspected of committing fraud, unlawful and illegal acts in relation to the cardholder’s AmBank Credit Card/AmBank Islamic Credit Card-i account and/or any other facilities or services with the Bank;
- (e) Cardholder(s) who have participated or are participating in any other concurrent AmBank Credit Card/AmBank Islamic Credit Card-i sign-up/acquisition promotion via any other channels either organized by the Bank or any of the Bank’s authorized agents or representative; and/or
- (f) Cardholder(s) of any other AmBank Group’s credit card other than the listed Participating Credit Card above.
- (g) All employees of AmBank Group and Malaysia Aviation Group.
- (h) The Referee has submitted the same mobile number as the Referrer.

5.5 In order to ensure the referral submitted is a Successful Referral under this Campaign, the Eligible Referrer must ensure the Referee meets below condition:

- (a) is a New to Card and a Principal Cardholder of the “**Participating Card**”; and
- (b) ensure that the Referee has completed the Participating Card application and submitted the necessary supporting documents within the campaign period; and
- (c) activate the newly approved Participating Card; and
- (d) spend any amount (“Retail Spend”), latest by 31 October 2024

5.6 Retail Spend must be made within the Spend Period stipulated in clause 5.5 (d). A grace period of five (5) calendar days from the end of the Spend Period will be added to the date of transaction for posted transaction tracking purposes. For avoidance of doubt, Retail Spend(s) must be the transaction posted (Malaysia Time) within the Spend Period. The Bank is not responsible in any manner whatsoever for any late posting of the Retail Spend to the Eligible Cardholder’s account caused by either the merchants and/or any third parties.

5.7 For the avoidance of doubt, “Retail Spend” includes all transactions except for the following: -

- (a) Easy Payment Plan (EPP), Balance Transfer (BT), QuickCash (QC) and Cash Advance;
- (b) quasi-cash transactions – (eg: betting and/or gaming transactions); and/or
- (c) any form of refund; and/or
- (d) any disputed, unauthorized or fraudulent retail transaction; and/or
- (e) interest/management fee* payments, late payment charges, charges for cash withdrawals, card services tax and any other form of service/miscellaneous fees; and/or
- (f) e-wallet transactions from the following e-wallet service providers:

| E-Wallet Service Providers | Merchant Category Code (MCC) |
|-----------------------------|-------------------------------|
| Grab Pay | 4121, 4789, 5734, 6540 & 7399 |
| Touch ‘n Go | 4784 |
| Boost / Big Pay/ Shopee Pay | 6540 |

Any transaction with the above Merchant Category Code (MCC) from other service provider(s) not mentioned in this table shall also be excluded.

5.8 By participating in this Campaign, the Referrer consents to disclose the information used during the Campaign as stated in the table below regardless of their application status:

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| Information disclosed by Referrer | Information disclosed by Referee |
|--|-----------------------------------|
| Full Name (As per IC or Passport) | Full Name (As per IC or Passport) |
| Identification Number (IC or Passport) | Contact Number |

5.9 In the event there is more than one (1) Referrer for the same Referee, the first Referee who makes a Successful Referral will be considered as the Referrer.

5.10 The Bank reserves the right to approve or reject any applications and/or to request any further supporting documents. For the avoidance of doubt, the Bank has the right to determine whether the supporting documents are sufficient for the purpose of processing the application submitted to the Bank.

6. Campaign Reward(s)

6.1 For every Successful Referral, the Referrer shall be rewarded Enrich Points in the amount as per table below during the campaign period: -

| For Every Successful Referee that apply | Enrich Points Earned by Referrer |
|---|----------------------------------|
| AmBank Enrich Visa Infinite Credit Card | 10,000 |
| AmBank Enrich Visa Platinum Credit Card | 3,000 |

6.2 The Enrich Points awarded to the Referrer is capped at a maximum of 50,000 points per Referrer notwithstanding the amount of Successful Referral that has been made.

Example of the Enrich Points earnings by a Referrer with 7 Successful Referee are as below:

| Successful Referral | Enrich Points |
|---|---------------|
| Referral 1 | 10,000 |
| Referral 2 | 3,000 |
| Referral 3 | 3,000 |
| Referral 4 | 10,000 |
| Referral 5 | 10,000 |
| Referral 6 | 10,000 |
| Referral 7 | 10,000 |
| Total | 56,000 |
| Enrich Points Earned (Capped Amount) | 50,000 |

6.3 Participation in this Campaign will qualify the Referrer for the Enrich Points available under this Campaign only. The Referrer will not be eligible to receive any prizes or any other type of incentive available under any other referral or onboarding Campaign run by the Bank.

7. Campaign Fulfilment

7.1 The Enrich Points will be credited into the Referrer’s Enrich account within three (3) months from the end of campaign period.

7.2 The Enrich Points issued to the Referrer’s Participating Credit Card are not exchangeable for other gift, credit or any other kind of products and are not transferable to any third parties.

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- 7.3 At the time of receipt of the Enrich Points according to Clause 6.2, the Participating Credit Card account of the Eligible Cardholder must be activated and in good standing upon meeting the Qualifying Criteria as stated in Clause 5.5.
- 7.4 The Bank will not entertain any request from the Referrer or any other person to credit or transfer the Enrich Points awarded to any third party.
- 7.5 The Referrer is responsible for ensuring that their telephone numbers, email addresses and/or mailing addresses provided are current and updated with the Bank. In the event the Referrer does not receive the Enrich Points rewarded the Referrer is required to contact the Bank before 28 February 2025 to inquire about the status of the Enrich Points. No request, inquiry or claims shall be entertained after 28 February 2025.
- 7.6 The Bank reserves the right to substitute the Enrich Points with another gift of the like or similar value with Prior Notice.

8. Disqualification

- 8.1 The Bank reserves the right to disqualify the participation of any Referrer for the purpose of the Campaign in the event:
- a) the Referrer’s account is in default of any facilities granted at any time during the Campaign Period;
 - b) the Referrer’s account is closed within four (4) months from the end of the Campaign Period;
 - c) the Referrer’s has provided untrue information or acted fraudulently in any manner during the Campaign Period;
 - d) The Referrer’s has breached any of the terms and conditions stipulated herein.

9. General Terms and Conditions

- 9.1 By participating in the Campaign, the Referrer’s are to be bound by the Campaign’s Terms and Conditions, the decisions of the Bank and, any addition, variation or amendment made pursuant to Clause 9 from time to time with Prior Notice.
- 9.2 The Bank shall not be responsible or liable for any failure by any Referrer’s to participate in the Campaign at any time caused by any network, communication or system error, interruption and/or failure.
- 9.3 To the extent permitted by law, the Bank shall not be liable to the Eligible Cardholder(s) when any Force Majeure event occurs. “**Force Majeure**” refers to any unforeseen events and/or circumstances not within the reasonable control of the Bank, which the Bank is unable to prevent, avoid or remove including natural disasters such as flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil or earth or acts of public unrest such as strikes, lock out, industrial disturbances, riots, wars, epidemic, pandemic each of which is beyond the control of the Bank or such other event, condition or circumstances of similar nature as may be classified as Force Majeure by the Bank from time to time.
- 9.4 The Bank’s decision on all matters relating to the Campaign is final and binding on all Referrer’s. No further correspondence or appeal will be entertained.

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- 9.5 The Bank has the right to vary, amend, delete, or add to any of the Terms and Conditions set out herein, in whole or in any part, from time to time including to vary the Campaign Period with Prior Notice before the new terms and conditions take effect. For the avoidance of doubt, the cancellation, termination or suspension by the Bank of the Campaign will not entitle the Referrer’s to any claim or compensation against the Bank for any and all losses or damage suffered or incurred by the Eligible Cardholder(s) as a direct or indirect result of the act of cancellation, termination or suspension save and except where such losses or damages suffered are caused by the willful default, fraud or gross negligence of the Bank.
- 9.6 Unless expressly stated otherwise, the Terms and Conditions herein set forth, including any amendment thereto, will prevail over and other provisions and/or representation contained in any other notices/ promotion/ advertising materials for the Campaign.
- 9.7 The Bank reserves the right to:
- (a) disqualify any Eligible Cardholder to participate in this Campaign when the Eligible Cardholder has performed a Retail Spend, in a manner or pattern which the Bank deems to be abnormal, irregular and/or indicative of an attempt to obtain an unfair advantage over other Eligible Cardholder with normal/regular spending patterns, and the Bank’s decision in this matter shall be final and conclusive on all Eligible Cardholder; and/or
 - (b) forfeit the Enrich Points in the event that there is reversal of Retail Spend or cancellation of the Participating Credit Card(s) during the Campaign Period or non-adherence to the Terms and Conditions herein.
- 9.8 By participating in the Campaign, the Eligible Cardholder(s) give their consent to the Bank to disclose their information such as Name, Mobile Number, and necessary information to any third-party vendor(s) appointed by the Bank for the purpose of fulfilling the Campaign’s Prize. The Eligible Cardholder(s) are advised to read and understand AmBank Group’s Privacy Notice, which is available on the Bank’s website (<https://www.ambankgroup.com/eng/Pages/PrivacyNotice.aspx>) and any of the AmBank/ AmBank Islamic branches.
- 9.9 All questions concerning the construction, validity, enforcement and interpretation of the Terms and Conditions stipulated herein shall be governed by, construed, and enforced in accordance with the laws of Malaysia. The parties hereby submit to the exclusive jurisdiction of the courts of Malaysia for the purpose of any suit, action or other proceeding arising out of or based on the Terms and Conditions herein.
- 9.10 The Referrer’s are required to log in to the Bank’s corporate website at <http://www.ambank.com.my/eng/terms-and-conditions> for the latest terms and conditions and updates on the Campaign, if any.
- 9.11 All other applicable Enrich terms and conditions shall apply. Please visit <https://enrich.malaysiaairlines.com/enrich/about-enrich/terms-conditions.html>.
- 9.12 For any assistance and/or feedback in relation to the Campaign, the Referrer’s may contact the Bank’s Contact Centre at +603-2178 8888 from 7 am to 11 pm daily or email to customercare@ambankgroup.com.
- 9.13 The Bahasa Malaysia version of this Terms and Conditions is also available.