

# Terms and Conditions AmBank SIGNATURE Priority Private (AmSPP) - Chinese New Year (CNY) Auspicious 24K Gold Luxury Gift Campaign Campaign Period: 1 January 2024 – 28 January 2024

REMINDER: The Eligible Clients (as defined below) is hereby reminded to read and understand the terms and conditions below and the additional terms and conditions (if any), which are available at <a href="https://www.ambank.com.my/eng/terms-and-conditions">https://www.ambank.com.my/eng/terms-and-conditions</a>. If the Eligible Clients do not understand any of the terms and conditions and the updated terms and conditions (if any), the Eligible Clients are advised to discuss with any of the Bank's authorized representative.

#### 1 Definition

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

"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 these terms and conditions herein, shall include all or any entity within the AmBank Group.

"Bank" refers to AmBank (M) Berhad [Company No.: 196901000166 (8515-D)] (AmBank), a company incorporated in Malaysia under the Companies Act 1965 (repealed by Companies Act 2016) and having its registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur.

"Day" refers Monday to Friday, and whereby the registered office of the Bank is open, unless stated otherwise.

"**Prior Notice**" refers to notice by the Bank of certain facts or of a particular state of affairs of at least five (5) calendar days.

"Campaign" refers to AmBank SIGNATURE Priority Private (AmSPP) - Chinese New Year (CNY) Auspicious 24K Gold Luxury Gift Campaign organised by the Bank in accordance with the terms and conditions stipulated herein.

"AmSPP" refers to AmBank SIGNATURE Priority Private.

"AUM" refers to Asset Under Management in any Conventional deposits or investment, i.e. Savings Account + Current Account + Fixed Deposit (FD) + investments inclusive of Bancassurance held and offered through the Bank.

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 viceversa. Words importing the masculine gender shall include the feminine and neuter gender.



# 2 Campaign Period

The Campaign shall run from **1 January 2024 – 28 January 2024**, both dates are inclusive ("Campaign Period") or such other periods as may be determined by the Bank with Prior Notice to the Eligible Clients (as defined below) before the new terms and conditions take effect and published on the Bank's website at <a href="https://www.ambank.com.my">www.ambank.com.my</a>.

## 3 Eligibility

- 3.1. This Campaign is open to the following Eligible Client by invitation only. "Eligible Client" refers to clients of the Bank who meets the following criteria:
  - a) AmSPP Principal clients with minimum principal AUM of Ringgit Malaysia Two Million (RM2,000,000)
  - b) Invest and/or sign-up for the Eligible Products and fulfilling the criteria as stipulated in Table 1
  - c) have maintained all their accounts with the Bank in good standing, without any breach of the terms and conditions or agreements
  - d) All permanent, contract and/or temporary staff or employees of AmBank Group (including its subsidiaries and affiliated companies) and their immediate family members (children, parents, siblings, including spouses) are not eligible to participate in this campaign
- 3.2. For the avoidance of doubt, the Campaign invitation is not transferable, and this Campaign is open to selected clients who receive communication in the form of any one of the methods such as direct mail, electronic direct mail, SMS or phone call from the Bank.
- 3.3. The Eligible Wealth Management Products ("Eligible Products") for this Campaign are as follows:
  - a) Unit Trust excluding Closed Ended Fund ("Unit Trust")
  - b) Retail Bond ("Retail Bond")
  - c) Structured Product excluding Dual Currency Investment/ DCI ("Structured Product")
  - d) Amanah Saham Nasional Berhad Variable Price Fund Unit Trust ("ASNBV")
  - e) Bancassurance Advisory Life Insurance ("Banca Life")

# 4 Campaign Mechanics

4.1. The Eligible Client who invest or sign-up for any of the Eligible Products with the minimum investment or premium/contribution amount and meet the criteria as per Table 1 below during the Campaign Period shall be eligible for the Gift.



Table 1

Eligible	Minimum Investment /	Minimum	Gift Reward
Products	Premium Amount	Sales Charge	('Gift")
Unit Trust,			
Retail Bond,	RM100,000	0.5%	
Structured Product	(Single Lump Sum Investment)	and above	244 0 - 1-11 1
(excluding DCI),	(Single Lump Sum investment)	and above	24K Gold Leaf
ASNBV			Luxury Body Care
Banca Life	RM50,000	N/A	Series Gift Set worth RM405
	(Single Policy/Certificate with		
	Quarterly, Half Yearly or		
	Annual Payment Mode)		

4.2. The Eligible Client must maintain a minimum principal AUM of Ringgit Malaysia Two Million (RM2,000,000) during the Campaign Period and at the point of Gift fulfillment to be entitled for the Gift.

#### 5 Gift Fulfilment

- 5.1. The total Gifts allocated for this campaign is capped at two hundred (200) units and available on a first-come-first-served basis subject to availability. The Campaign will cease upon the two hundred (200) units of Gifts are fully redeemed or at the end of Campaign date, whichever earlier.
- 5.2. Subject to clause 4 and clause 5.1, each Eligible Client is entitled to redeem a maximum of one (1) Gift only during the Campaign Period.
- 5.3. Eligible Client is required to complete and submit the signed Campaign Fulfillment Form to the Bank within the campaign period to be eligible for the Gift.
- 5.4. The Gifts will be delivered to the mailing address specified in the Campaign Fulfillment Form within ninety (90) working days from the end of Campaign Period.
- 5.5. If any of the Gift is unclaimed after two (2) weeks or after two (2) failed delivery attempts, whichever happens first, Eligible Clients must personally collect the Gift at the address stated on the courier advice sent to the Eligible Clients. Otherwise, the delivery charges for the Gift must be paid by the Eligible Clients as stipulated in clause 5.11 below.
- 5.6. Any Gift which are not claimed six (6) weeks after initial delivery date will be forfeited. Eligible Clients whose Gift has been forfeited are not entitled to any payment or compensation regardless of the reason for not claiming the Gift reward.
- 5.7. The Bank reserves the right to change or exchange the Gifts rewards into any form of rewards in an equivalent amount, and Eligible Clients will be notified with Prior Notice by way of communications provided in this Campaign.



- 5.8. The Gift is not exchangeable or transferable for cash, credit or in kind.
- 5.9. The fulfilment and delivery of the Gifts are handled by JCMS ProRewards Sdn Bhd with its registered address at 19, Jalan 51/203A, Seksyen 51, Kawasan Perindustrian Tiong Nam, 46050 Petaling Jaya, Selangor. By participating in this Campaign, the Eligible Clients agree and consent to their personal information, i.e. name, contact number and mailing address being forwarded to JCMS ProRewards for the purpose of delivering the Gifts.
- 5.10. Upon receipt of the Gifts, the Eligible Clients shall check and determine the quality of the Gifts. The Eligible Clients shall deal directly with manufacturer or JCMS ProRewards Sdn Bhd for any gifts that are to be replaced due to damage or defect by contacting the manufacturer or vendor at 603-7773 1637 or email to smartxchange@jcmsprorewards.com within forty-eight (48) hours from the receipt of the Gifts.
- 5.11. The Eligible Clients shall be responsible to pay any delivery charges, service charges and/or other charges relating to any of the Gifts for a second-time delivery. The Bank shall only be responsible for the delivery charges, service charges and/or other charges relating to the Gifts for first-time delivery only.
- 5.12. The Bank disclaims any liability, obligation or duty relating to the Gifts and makes no representation or warranty to the quality of the Gifts and shall not be responsible to replace any lost, stolen or defective Gifts due to defects in materials or workmanship by the manufacturer under warranty or otherwise. The Eligible Clients are to deal directly with the manufacturer and/or its authorised dealers for such warranty information, claim, and/or terms and conditions specific to the Gifts.

## 6 Disqualification

The Bank reserves the right to cancel the participation or disqualify any Eligible Clients for the purpose of this Campaign in the event: -

- a) the Eligible Client's has provided untrue information or acted fraudulently or wrongfully in any manner during the Campaign Period; or
- b) the Eligible Client has breached or potentially breached any of these Terms and Conditions stipulated herein.

### 7 Liability

The Bank shall not be liable for any losses or damages, (such as loss of income, profits, goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties, that may arise whether in contract, tort, negligence or otherwise, borne in connection with this Campaign or the Bank having exercised its rights and entitlement under any of these terms and conditions, save and except where such losses and damages were directly attributable to the Bank's gross negligence, willful default or fraud.



#### 8 General

- 8.1 The Bank shall have 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.
- 8.2 The Bank shall, at any time, have the right to cancel, terminate or suspend the Campaign with Prior Notice. Any notice to be given by the Bank shall be posted in The Bank's official website at <a href="https://www.ambank.com.my/eng/terms-and-conditions">www.ambank.com.my/eng/terms-and-conditions</a> or displayed in branches, and any such notice shall be deemed given when so posted at its official website or displayed in branches, whichever is earlier.
- 8.3 The Bank's decision on all matters relating to the Campaign shall be final and binding and no correspondence or appeal will be entertained.
- 8.4 To the extent permitted by law, the Bank shall not be liable to the Eligible Clients when any "Force Majeure" event occurs. "Force Majeure" refers to any unforeseen events and/or circumstances which are not within the reasonable control of the Bank, which the Bank is unable to prevent, avoid or remove such as fire, earthquake, flood, epidemic, pandemic, accident, explosion, casualty, lockout, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war or act of God.
- 8.5 The Bank would not be liable to any Eligible Client for any damage or losses suffered, including loss of goodwill, income or profits or consequential, direct or indirect, exemplary, incidental, punitive or special damages, arising from the Eligible Clients' participation in this Campaign, or the Bank exercising its rights pursuant to any of the terms and conditions herein except where such actions, claims, direct losses, damages and expenses are directly attributable to the Bank's gross negligence, wilful default or fraud.
- 8.6 All disputes 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.
- 8.7 The Eligible Client(s) is required to log on the Bank's corporate website for any Campaign updates and refer to <a href="http://www.ambank.com.my/eng/terms-and-conditions">http://www.ambank.com.my/eng/terms-and-conditions</a> for the latest terms and conditions, if any.
- 8.8 For any assistance and/or feedback related to this Campaign, the Eligible Clients may contact the Bank's AmBank SIGNATURE Priority Private contact centre at **+603-2178 6600** (Monday Sunday, 7.00 a.m. to 11.00 p.m.) or email to <a href="mailto:customercare@ambankgroup.com">customercare@ambankgroup.com</a>.
- 8.9 The Bahasa Malaysia version of this Terms and Conditions is also available at http://www.ambank.com.my/bm/terms-and-conditions.