<u>REMINDER: The Eligible Cardholder(s) (as defined below) is hereby reminded to read and understand the Terms</u> and Conditions below which is available at www.ambank.com.my. If the Eligible Customer(s) does not understand any of the Terms and Conditions below, the Eligible Cardholder is advised to discuss with the Bank's authorized representative.

#### Definition

1. For the purpose of these Terms and Conditions, the following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

**"Bank"** means both **AmBank (M) Berhad** 196901000166 (8515-D) (**"AmBank"**) and **AmBank Islamic Berhad** 199401009897 (295576-U) (**"AmBank Islamic"**).

"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 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.

"Campaign" refers to "Apply, Activate & Spend 8X to be eligible for Cashback PLUS RM888 Cash Reward" organized by the Bank in accordance with the Terms and Conditions as provided herein.

"Prior Notice" refers to notices issued by the Bank to customers at least five (5) calendar days and published on the Bank's website at <u>www.ambank.com.my</u>.

"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.

#### **Campaign Period**

2. This Campaign shall take effect from **1 January 2024** to **31 March 2024** (both dates inclusive) ("**Campaign Period**") or such other period as may be determined by the Bank with Prior Notice.

### Eligibility

- 3. Any individual (including employees of AmBank Group, permanent or contractual) who's application for any of the following participating AmBank Credit Card/AmBank Islamic Credit Card-i (hereinafter, collectively known as "Participating Credit Card(s)") listed below as a principal or supplementary card is approved by the Bank within the Campaign Period will be deemed as "Eligible Cardholder" and shall be eligible to participate in this Campaign:
  - (a) **AmBank Credit Card**: AmBank SIGNATURE Priority Banking Visa Infinite Card, AmBank Visa Infinite Card, AmBank Visa Signature Card, AmBank UnionPay Platinum Card, AmBank Visa Platinum Card, AmBank BonusLink Visa Signature Card, AmBank BonusLink Visa Platinum Card and AmBank Cash

Rebate Visa Platinum Card and any cards issued under the insurance program with selected insurance companies; and/or

- (b) AmBank Islamic Credit Card-i: AmBank SIGNATURE Priority Banking Visa Infinite Card-i, AmBank Islamic Visa Infinite Card-i, AmBank Islamic Visa Signature Card-i, AmBank Islamic Al-Taslif Visa Platinum Card-i, AmBank Islamic Visa Platinum CARz Card-i.
- 4. The following individuals are **<u>NOT</u>** eligible to participate in this Campaign:
  - (a) Existing AmBank Credit Card/AmBank Islamic Credit Card-i 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 twelve
     (12) months prior to the Campaign Period and have reapplied for a new AmBank Credit
     Card/AmBank Islamic Credit Card-i 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;
  - (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 organised 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(s) above including but not limited to AmBank Corporate Card, AmBank Business Platinum Card, AmBank M-Card, AmBank Cosway Card.
- 5. An Eligible Cardholder may apply for any of the Participating Credit Card(s) to participate in this Campaign during the Campaign Period, via the following means:
  - (a) face-to-face/in person application at any of the Bank's branches; or
  - (b) through the Bank's direct sales team; or
  - (c) via invitation calls by the Bank's telesales team; or
  - (d) via AmOnline by completing the electronic application form and uploading the required supporting documents.

#### **Qualifying Criteria**

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- 6. The Elligible Cardholder must fulfill the following conditions ("Qualifying Criteria") during the Campaign Period:
  - (a) apply for the principal and/or supplementary Participating Credit Card(s) during the Campaign Period and such application is approved by the Bank on or before <u>31 March 2024</u>; and

- (b) activate any of the newly approved Participating Credit Card(s); and
- (c) use any Participating Credit Card(s) within sixty (60) calendar days from the approval date.
- 7. The Bank reserves the right to approve or reject any applications and/or to request for any further supporting documents. For the avoidance of doubt, the Bank has the discretion to determine whether the supporting documents are sufficient for the purpose of processing the application submitted to the Bank.

### **Campaign Mechanics**

8. Subject to the Qualifying Criteria above, the Eligible Cardholder will be entitled to the cashback and prize as set out in the table below ("Cashback"):-

Types of Cards	Types of Cardholders	Campaign Mechanics	Reward Criteria
Any Participating Principal Credit Card(s)	New to Bank Cardholders	Apply, activate and perform 8 transaction <b>within 60</b> <b>calendar days</b> from the date of card approval to be eligible for <b>RM80 cashback</b>	<ul> <li>i) Cashback is rewarded based on cumulative spends of the Participating Credit Card(s) held by the Eligible Cardholder;</li> <li>ii) The 8 transactions made on the same day must be from different merchants;</li> </ul>
Any Supplementary Participating Credit Card(s)	New to Bank Cardholders	Apply, activate and spend 8X transaction within <b>60 calendar</b> <b>days</b> from the date of card approval to be eligible for <b>RM38</b> cashback;	<ul> <li>i) Cashback is limited to only one (1) supplementary card for every principal card;</li> <li>ii) Transactions made on the same day must be from different merchants;</li> </ul>
Any Participating Principal Credit Card(s)	New to Bank Cardholders	Eight (8) Cardholders in each campaign month will get to win RM888 Cash Reward ("Cash Reward") Total Twenty-Four (24) winners throughout this Campaign	<ul> <li>i) Each month during the Campaign Period, eight (8) winners will be selected based on the highest number of transactions during the respective months for the Eligible Customer's accumulative transactions during the Transaction Period. For the avoidance of</li> </ul>

Any Participating Principal Credit Card(s)	New to Bank Cardholders	Any application for 0% Balance Transfer for 12 months (capped at RM15,000)	<ul> <li>minimum spend of RM50 in a single transaction;</li> <li>iv) Both Principal and Supplementary qualifying spends will be taken as cumulative.</li> <li>i) Balance Transfer enrolment to be done within 60 calendar days from the card approval</li> </ul>
			doubt, Transaction Period means the period of sixty (60) calendar days from the card approval date. In the event of a tie, winner will be selected based on the highest amount spend; ii) each transaction must be a

Note:

- (i) Each Eligible Cardholder is only entitled to enjoy the promotion privileges of only one (1) Campaign with AmBank Group at any one time.
- (ii) Cardholders that are rewarded with the Cashback above are eligible to win the Cash Reward. However, cardholders who enrol for 0% Balance Transfer will not be eligible for the Cashback or Cash Reward
- 9. All Eligible Spend (as defined below) must be made within the Campaign Period. A grace period of five (5) calendar days from the end of the Campaign Period will be added to the date of transaction for calculation purpose. The Bank is not responsible in any manner whatsoever for any late posting of the Eligible Spend to the Eligible Cardholder's account caused by either the merchants and/or any third parties.
- 10. For the avoidance of doubt, "Eligible Spend" includes all transactions except for the following: -
  - (a) Easy Payment Plan (EPP), Balance Transfer (BT), QuickCash (QC) and Cash Advance; and/or
  - (b) quasi-cash transactions (eg: betting and/or gaming transactions); and/or
  - (c) any form of refund; and/or
  - (d) any disputed, unauthorised or fraudulent retail transaction; and/or
  - (e) interest/management fee<sup>\*</sup> payments, late payment charges, charges for cash withdrawals, card services tax and any other form of service/miscellaneous fees; and/or

<sup>\*</sup> Conventional terminologies are applicable to AmBank product, whilst Islamic terminologies are applicable to AmBank Islamic product.

(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	

### **Cashback Entitlement**

11. Upon satisfying the conditions in Clauses 6 and 8 respectively, the Eligible Cardholder(s) will be entitled to the Cashback as stipulated in Clause 8. For the avoidance of doubt, the illustrations below apply: -

## Illustration 1

(a) If an Eligible Cardholder applies for a Participating Credit Card(s) for both AmBank and AmBank Islamic, and the Eligible Cardholder perform eight (8) transactions with min Ringgit Malaysia Fifty (RM50) in single receipt on the AmBank Participating Credit Card and eight (8) transactions with min Ringgit Malaysia Fifty (RM50) in single receipt on their AmBank Islamic Participating Credit Card, the Eligible Cardholder will be eligible for a sum of Ringgit Malaysia Eighty (RM80) Cashback only, as the Ringgit Malaysia Eighty (RM80) Cashback is rewarded based on cumulative swipe on both credit cards and total of sixteen (16) transactions eligible for the Cash Reward.

## Illustration 2

(b) If a new Principal Cardholder applies for a supplementary card and both principal and supplementary cardholder each perfom eight (8) transactions and all eight (8) transactions with minimum spend of Ringgit Malaysia Fifty (RM50) in a single receipt within 60 days from card approval, the Principal cardholder will receive Ringgit Malaysia Eighty (RM80) cashback and the supplementary cardholder will receive Ringgit Malaysia Thirty Eight (RM38) cashback and the Principal cardholder will earn sixteen (16) transactions to be qualified for the Cash Reward.

# **Illustration 3**

(c) If an Eligible Cardholder applies for a *Balance Transfer* under this Campaign, the Eligible Cardholder will not be eligible for the Ringgit Malaysia Eighty (RM80) Cashback even though the Eligible Cardholder meets this Campaign's criteria of Eight (8) transactions on their Participating Credit Card.

# Cashback & Prize Fufillment

12. The Cashback will be issued to the Eligible Cardholders' <u>principal and/or supplementary Credit Card/Credit</u> <u>Card-i</u> within eight (8) weeks <u>after</u> meeting the Qualifying Criteria as outlined in the table below:-

Participating Credit Card(s) Approval Date	Activate & spend within sixty (60) calendar days from the Participating Credit Card(s) Approval Date	Cashback and/or Cash Reward Period
1 January 2024 –	1 January 2024–	Mid April 2024 to
31 January 2024	31 March 2024	Mid June 2024
1 February 2024 –	1 February 2024–	Mid June 2024 to

29 February 2024	30 April 2024	Mid August 2024
1 March 2024 –	1 March 2024–	Mid August 2024 to
31 March 2024	31 May 2024	Mid October 2024

- 13. The Bank shall notify the Eligible Cardholder via SMS/telephone/electronic mailer/mailer based on their contact details maintained in the Bank's system. Notwithstanding the foregoing, the Bank reserves the right to use any other medium or method, including the Bank's website at <u>www.ambank.com.my</u> for the purpose of announcing the Eligible Cardholder who are qualified for the Cashback.
- 14. The Cashback can only be issued to the Eigible Cardholder's principal and/or supplementary Participating Credit Card(s) approved during the application and the Cashback is not exchangeable for other gift, credit or any other kind of products and is not transferable to any third parties.
- 15. At the time of receipt of the Cashback according to Clause 12, all Participating Credit Cards account of the Eligible Cardholder must be activated and in good standing upon meeting the Qualifying Criteria as stated in Clause 6.
- 16. The Bank will not entertain any request from any Eligible Cardholder or any other person to credit or transfer the Cashback to any third party.
- 17. The Eligible Cardholder is responsible to ensure that their telephone numbers and/or email addresses and/or mailing addresses provided are current and updated with the Bank. In the event of non-receipt of the Cashback, the Eligible Cardholder is required to contact the Bank before <u>31 December 2024</u> to inquire the status of the Cashback. No request, inquiry or claims shall be entertained after <u>31 December 2024</u>.
- 18. The Bank reserves the right to substitute the Cashback with another gift of the like or similar value with Prior Notice.

### Welcome Offer - 0% Balance Transfer for 12 months Mechanism

- 19. Balance Transfer is a programme which allows the Eligible Cardholder to transfer credit card/credit card-i balances from other banks or financial institutions ("Credit Card Balance(s)") to Participating Credit Card(s) and convert the balance into monthly instalments. For the purpose of this Campaign, the Eligible Cardholder is advised to read and understand the Balance Transfer Terms and Conditions, which is available at www.ambank.com.my/bt. This Campaign's Terms and Conditions must be read with the respective product terms and the Bank's relevant Credit Card/Credit Card-i agreement(s) ("Cardholder Agreement").
- 20. The minimum amount for the *Balance Transfer* shall be Ringgit Malaysia One Thousand (RM1,000) and the maximum amount shall not exceed Ringgit Malaysia Fifteen Thousand (RM15,000) per Eligible Cardholder ("**Balance Transfer Amount**"). The approval for the Balance Transfer Amount is subject to the Eligible Cardholder's available credit limit.

- 21. The instalment tenure of the *Balance Transfer* shall be twelve (12) months or such other period as specified by the Bank with Prior Notice. Each instalment amount will be proportionately computed and billed accordingly to the Eligible Cardholder's account on the billing date of each month and over the instalment tenure and/or until the full settlement of the instalments. The Eligible Cardholder acknowledges that the first month's instalment amount may be slightly higher than the subsequent months due to rounding adjustment.
- 22. By participating in this Campaign, the Eligible Cardholder acknowledges that in the event of an early settlement of accounts, the Eligible Cardholder will incur a penalty of Ringgit Malaysia One Hundred (RM100.00) only ("**Penalty Fee**") which will immediately become due and payable once there is an early settlement. The Eligible Cardholder acknowledges and agrees that the Bank shall be entitled to charge a Penalty Fee only to the Eligible Cardholder's account except for AmBank BonusLink Visa Card, AmBank M-Card and AmBank True Visa Card. All outstanding instalments with its respective interest/management fee for the entire tenure shall immediately become due and payable in the event of an early settlement. For the avoidance of doubt, any cancellation of the Participating Credit Card(s) shall be deemed as an early settlement and the Eligible Cardholder will similarly incur a Penalty Fee to the Eligible Cardholder's account and the Bank shall have the right to claim the remaining instalments for the entire tenure.
- 23. The Bank may defer, suspend or reject any application for Balance Transfer under this Campaign:-
  - (i) if the outstanding balance or amount requested exceeds the Eligible Cardholder's credit limit; and/or
  - (ii) the outstanding balance or amount requested does not meet the prescribed minimum transfer or requested amount; and/or
  - (iii) if the Eligible Cardholder's account has insufficient available balance, or such other reasons as specified by the Bank. Where the Eligible Cardholder's application is successful, payment to the Credit Card Balance(s) will be made in the manner provided herein.
- 24. The signature of the Eligible Cardholder on the application form or the Eligible Cardholder's consent obtained and recorded via telephone call will be deemed conclusive proof of the Eligible Cardholder's instructions to the Bank to directly settle and pay the Credit Card Balance(s) on behalf of the Eligible Cardholder.
- 25. Upon participation in the Balance Transfer under this Campaign, the Eligible Cardholder's existing credit limit will be reserved for the approved Balance Transfer Amount and shall not be available to the Eligible Cardholder until it is progressively restored through monthly payment instalment as agreed.
- 26. The following shall be applicable for the Balance Transfer under this Campaign:-
  - (a) Only the outstanding Credit Card Balance(s) issued in Malaysia will be allowed to participate;
  - (b) Payment of the Balance Transfer Amount to the respective card issuer/financial institution(s) shall be affected by the Bank upon approval of the Eligible Cardholder's application. The Balance Transfer Amount payable is as approved by the Bank and as stated on the application form or as confirmed by the Eligible Cardholder via telephone call;
  - (c) Payment of the Balance Transfer Amount will be made to the respective card issuer/financial institution by way of direct credit to the respective card issuer's/financial institution's account via InterBank GIRO;

- (d) Notwithstanding the Terms and Conditions herein, the Eligible Cardholder shall continue and remain liable to the card issuers/financial institutions for the facilities enjoyed by the Eligible Cardholder in accordance with the terms governing the same;
- (e) Until the Balance Transfer application is successfully approved, and funds successfully remitted by the Bank to the respective financial institutions, the Eligible Cardholder shall continue to be liable to make payment on their Credit Card Balance(s) in accordance with the terms governing the same. The Bank shall not be liable for interest/management fee, or any other charges imposed as a result of the Eligible Cardholders' failure or delay in making payment. The Eligible Cardholder shall continue to be directly liable to their respective banks and/or financial institutions for all other outstanding balances (principal, accrued interest/management fee, finance/management fee and other charges) on their Credit Card Balance(s), whether such outstanding balances have been incurred before or after the Bank's approval of the Eligible Cardholders' application for the Balance Transfer; and/or
- (f) The Bank has the right to approve the full or partial Balance Transfer Amount applied by the Eligible Cardholder. In the event partial amount is approved by the Bank, the Eligible Cardholder will need to settle the remaining balance amount with the respective card issuer/financial institution(s).

## **General Terms and Conditions**

- 27. By participating in this Campaign, the Eligible Cardholder is to be bound by the Campaign's Terms and Conditions, the decisions of the Bank and, any addition, variation or amendment made by the Bank from time to time with Prior Notice.
- 28. The Terms and Conditions herein are to be read together with the terms and conditions of the Cardholder Agreement.
- 29. The Bank shall not be responsible or liable for any failure by any Eligible Cardholder to participate in this Campaign at any time caused by any network, communication or system error, interruption and/or failure.
- 30. To the extent permitted by law, the Bank shall not be liable to the Eligible Cardholder 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.
- 31. The Bank's decision on all matters relating to this Campaign is final and binding on all Eligible Cardholder. No further correspondence or appeal will be entertained.
- 32. The Bank reserves the right to vary, amend, delete or add to any of the Terms and Conditions set out herein, in whole or in part from time to time including but not limited to vary the Campaign Period with Prior Notice before the changes take effect. For the avoidance of doubt, the cancellation, termination or suspension by the Bank of this Campaign will not entitle the Eligible Cardholder to any claim or compensation against the Bank for any and all losses or damage suffered or incurred by the Eligible Cardholder as a direct or indirect

result of the act of cancellation, termination or suspension save where such losses or damages suffered are caused by the wilful default, fraud or gross negligence of the Bank.

- 33. Unless expressly stated otherwise, the Terms and Conditions set out herein, including any amendment(s) thereto, will prevail over any other provisions and/or representations contained in any other notices/promotions/advertising materials for this Campaign.
- 34. The Bank reserves the right to:
  - (a) disqualify any Eligible Cardholder to participate in this Campaign when the Eligible Cardholder has performed an Eligible 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 Cashback in the event that there is reversal of Eligible Spend or cancellation of the Participating Credit Card(s) during the Campaign Period or non-adherence to the Terms and Conditions herein.
- 35. By participating in this Campaign, the Eligible Cardholder give their consent to the Bank to disclose their information to any third-party vendor(s) appointed by the Bank for the purpose of executing and/or fulfilling the Campaign's mechanism. The Eligible Cardholder is advised to read and understand AmBank Group's Privacy Notice, which is available on the Bank' website at (<a href="https://www.ambankgroup.com/eng/Pages/PrivacyNotice.aspx">https://www.ambankgroup.com/eng/Pages/PrivacyNotice.aspx</a>) and at any of AmBank/ AmBank Islamic branches.
- 36. The Bahasa Malaysia version of the Terms and Conditions are also available at <a href="https://www.ambank.com.my/ambank/SiteAssets/SitePages/simple/terms-and-conditions/CashbackPromoTnCBM.pdf">https://www.ambank.com.my/ambank/SiteAssets/SitePages/simple/terms-and-conditions/CashbackPromoTnCBM.pdf</a>
- 37. The construction, validity, enforcement and interpretation of the Terms and Conditions set out 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.
- 38. For any assistance and/or feedback in relation to this Campaign, the Eligible Cardholder may contact the Bank's Contact Centre daily at +603-2178 8888 from 7.00 am to 11.00 pm or email to <u>customercare@ambankgroup.com</u>.