

Terms and Conditions
Be AmBank DuitNow QR Merchants Campaign
Campaign Period: 1 August 2021 to 31 December 2021

REMINDER: Eligible customers (as defined below) are hereby reminded to read and understand the terms and conditions below which are available at www.ambank.com.my/eng/terms-and-conditions. If the Eligible Customers do not understand any of the terms and conditions stated herein, the Eligible Customers are advised to discuss with any of the Bank's staff or authorised representative.

Definition

"AmBank Group" refers to all the Related Corporations and Associate Corporations of the Bank whether incorporated inside or outside Malaysia, existing now or in the future and reference to 'AmBank Group' in these terms and conditions herein, shall include all or any entity within AmBank Group.

"AmOnline" means the internet banking services offered by the Bank to its customers to perform banking transactions via the internet in accordance to the terms and conditions which are available at <https://ambank.amonline.com.my/>

"Bank" refers to AmBank (M) Berhad [Registration No.: 19690100016 (8515-D)] or AmBank Islamic Berhad (Registration No.: 199401009897 (295576-U)), both incorporated in Malaysia and having its registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur.

"Campaign" means **"Be AmBank DuitNow QR Merchants Campaign"** organised by the Bank in accordance with the terms and conditions as stipulated herein.

"CASA/CASA-i" means Current Account/Savings Accounts and Current Account-i/Savings Account-i.

"Customers" refers to new and existing non-individual customers of the Bank that has a valid CASA/CASA-i with the Bank.

"DuitNow QR" refers to the service provided by the Bank that allows AmOnline Mobile Devices users to make payments to a Merchant for goods and services obtained and/or purchased, and/or to perform a transfer to a beneficiary using a unique two-dimensional Quick-Response (QR) code generated by the beneficiary. This service is available via AmOnline mobile application.

"DuitNow QR Payment to Merchants (P2M)" refers to payments by the Customer into the Merchant's account using DuitNow QR. Customer makes payment by scanning the Merchant's QR Code using AmOnline or other Mobile Devices.

"Merchant" includes Customers registered with the Bank to become a DuitNow QR Merchant and receives DuitNow QR Payments for good and services from a customer through DuitNow QR.

"Mobile Devices" refer to mobile phones or such other communication devices which are used to access DuitNow QR Scan and/or AmOnline.

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

Interpretation: Save where the contrary is indicated, any reference in this terms and conditions to:

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- i. words denoting the singular number shall include the plural number also and vice-versa;
- ii. words denoting the neuter or masculine gender shall include the feminine gender and the masculine or neuter gender, as the case may be;
- iii. "Associate Corporations" shall have the same meaning assigned to it under Section 2(1) of the Financial Services Act 2013 and Islamic Financial Service Act 2013, where applicable; and
- iv. "Related Corporations" shall have the same meaning assigned to it under Section 7 of the Companies Act 2016.

Campaign Period

The Campaign will commence on **1 August 2021 to 31 December 2021** (both dates are inclusive) ("**Campaign Period**"). The Bank has the right to end the Campaign at any time upon fulfilment of all prizes to the winners.

Eligibility

This Campaign is open to new and existing non-individual Customers who registered with the Bank as DuitNow QR Merchant during the Campaign Period and receive payments for goods and services from their customers through DuitNow QR, **EXCLUDING** the following categories of Customers:

- A. Any customers who are:
 - (i) Individual customers; or
 - (ii) Existing DuitNow QR Merchants

- B. Permanent and/or contract employees of AmBank Group and their immediate family members (spouses, children, siblings and parents).

(hereinafter referred to as '**Eligible Customers**')

Mechanics

1. Eligible Customers shall sign up for DuitNow QR with the Bank and receive a minimum of ten (10) DuitNow QR payments for good and services from their customers during the Campaign Period and each payment must be at least Ringgit Malaysia Five (RM5) and paid via DuitNow QR during the Campaign Period ("**Eligible Transactions**").
2. This Campaign operates on a first come first served basis.
3. The Bank has the right to vary/revise/amend the selection mechanism/process any time by giving Prior Notice to the Eligible Customers via SMS/electronic mailer/mail.

Prize(s)

1. The prizes offered under the Campaign ("Prize") are as follows:

Table 1: Campaign Prize

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Prize	Duration	Total Winners
RM100 Cash	1 August 2021 to 31 December 2021	1,350

2. Each Eligible Customer is entitled to win only **One (1)** Prize during the Campaign Period.
3. The Prize will be credited into the Eligible Customers'/winners' CASA/CASA-i within four (4) weeks after the end of the Campaign Period and it will be reflected on the statement of account in the following month.
4. The Bank will not entertain any request from the Eligible Customers to transfer the Prize to other accounts maintained with the Bank or any other financial institution or any third party's accounts.
5. The Eligible Customers' CASA/CASA-i must not be dormant or closed throughout the Campaign Period and at the point the Prize is credited into the Eligible Customers' CASA/CASA-i.
6. The Prize is non-transferable to any third party and non-exchangeable for up-front cash, credit or any such other kind.
7. By participating in the Campaign, the Eligible Customers:
 - (a) Agree that they have read, understood and agreed to be bound by the terms and conditions stated herein;
 - (b) Agree that all records of transactions captured by the Bank's system within the Campaign Period is based on local date and time and shall be accurate and conclusive;
 - (c) Agree that the Bank's decision on all matters relating to the Campaign shall be final and binding on all Eligible Customers. No further appeal or further correspondence will be entertained.

Winner Selection

1. At the end of the Campaign Period, the Bank will select the Eligible Customer who has successfully sign up as DuitNow QR Merchant with the Bank and fulfilled the **Eligible Transactions** requirement set out above during the Campaign Period.
2. The Eligible Customer who is the first to fulfill the Eligible Transactions will win the Prize.
3. A total of one thousand three hundred and fifty (1,350) winners will be selected throughout the Campaign Period.
4. For the avoidance of doubt, the Prize is capped according to the table stated in **Prize(s)** above throughout the Campaign Period.

Disqualification

1. The Bank has the right to disqualify the participation of any Eligible Customers for the purpose of this Campaign without having to notify the Eligible Customers in the event:
 - (a) the Eligible Customers' CASA/CASA-i is closed within four (4) weeks from the expiry of the Campaign Period; or
 - (b) the Eligible Customers have provided untrue information or acted fraudulently in any manner during the Campaign Period; or

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- (c) the Eligible Customers have breached any of the terms and conditions stipulated herein.
2. Eligible Customers who have committed or are suspected of committing any fraudulent, unlawful or wrongful acts in relation to any of the facilities granted by the Bank or have been declared bankrupt or are subject to any bankruptcy proceedings at any time prior to or during the Campaign Period shall not be eligible to participate and/or shall be immediately disqualified from participating in the Campaign.
 3. Eligible Customers who have committed or are determined by the Bank to be potentially committing any of the wrongful acts stipulated herein shall be immediately disqualified from participating in the Campaign.
 4. DuitNow QR transactions conducted between different accounts of the same accountholders either from the same banking entity or different banking entity shall not qualify as part of the Eligible Transactions.

General

1. By participating in this Campaign, the Eligible Customers consent and agree to be bound by the terms and conditions herein which is to be read together with the:
 - a) General Terms and Conditions for Accounts and Services, and
 - b) Specific Terms and Conditions for Commodity Murabahah-Based Current or Savings Account (applicable to CASA-i only).The Eligible Customers is required to log on to the Bank's official website at <http://www.ambank.com.my/eng/terms-and-conditions> for any Campaign updates or the latest terms and conditions, if any.
2. The Bank's decision on all matters relating to the Campaign is binding and final and no correspondence or appeal shall be entertained.
3. 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.
4. The Bank shall not be liable to any Eligible Customers for any damage of whatsoever nature or loss suffered (including but not limited to, loss of goodwill, income or profits or consequential, direct or indirect, exemplary, incidental, punitive or special damages) howsoever arising in relation to participation in the Campaign, or the Bank exercising its rights pursuant to any of the terms and conditions herein save and except where such loss or damages were directly attributable to the Bank's gross negligence, wilful default or fraud.
5. The Bank shall have the right to suspend, terminate or cancel the Campaign at any time by giving Prior Notice to the Eligible Customers on the Bank's website at www.ambank.com.my.
6. The Bank shall have the right and discretion to vary, amend, delete or add to any of the terms and conditions specifically set out herein, in whole or in any part from time to time, with Prior Notice.
7. No compensation in cash or any kind shall be given to the Eligible Customers for any losses or damages suffered or incurred by the Eligible Customers as a direct or an indirect result of

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such amendment, variation, deletion, addition or alteration of the terms and conditions herein unless the same is solely due to the gross negligence and/or default of the Bank.

8. To the extent permitted by law, the Bank shall not be liable to the Eligible Customers for any losses or costs (including loss of business opportunities or profits) caused by abnormal and unforeseeable circumstances outside the Bank's reasonable control which is unavoidable, including but not limited to any accident, act of terrorist, breakdown of machinery, civil commotion, fire, industrial dispute, labour unrest, lock-out, natural disaster, riot, strike, war (whether declared or undeclared), or data processing system, electrical, telecommunication system or transmission link failure.
9. The Bahasa Malaysia version of this terms and conditions is also available. In the event of any discrepancy or conflict in the interpretation of these terms and conditions, the English and Bahasa Malaysia versions of each of these terms and conditions shall be construed as the equivalent of each other, and each of the terms and conditions stipulated shall carry the same meaning.
10. For any assistance and/or feedback relating to this Campaign, Eligible Customers may contact the Bank's Contact Centre at 03-2178 8888 (Monday - Sunday, 8.00 a.m. to 8.00 p.m.) or e-mail to customercare@ambankgroup.com

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