

Terms and Conditions

AmBank Visa Credit Card / AmBank Islamic Visa Credit Card-i and AmBank Mastercard Credit Card / AmBank Islamic Mastercard Credit Card-i Apple Pay Campaign

Campaign Period: 9 August 2022 to 31 December 2022

This Amended Terms and Conditions for AmBank Visa Credit Card / AmBank Islamic Visa Credit Card-i and AmBank Mastercard Credit Card / AmBank Islamic Mastercard Credit Card-i Apple Pay Campaign will supersede the existing Term and Conditions with effect from 01/11/2022.

- **Clause 2** has been added in blue font to reflect the changes in **Campaign Period**.
- **Clause 5** has been added in blue font to reflect the changes in requirement for **Campaign Offer (Total Cashback capping)**.
- **Clause 7** has been added in blue font to reflect the changes in **Campaign Rewards (Campaign Month / Campaign Period / Cashback Allocation)**.

REMINDER: All Eligible Cardholders (as defined below) are hereby reminded to read and understand the terms and conditions below and the updated terms and conditions (if any) which are available at www.ambank.com.my. If the Eligible Cardholders do not understand any of the terms and conditions and/ or the updated terms and conditions (if any), the Eligible Cardholders are advised to discuss with any of the Bank's staff, representative or agent.

The terms and conditions herein are in addition to and to be read together with the AmBank (M) Berhad (196901000166 (8515-D))/AmBank Islamic Berhad (199401009897 (295576-U)) (collectively referred to as **"the Bank"**) relevant credit card/ credit card-i agreements (collectively referred to as **"Cardholder Agreements"**) which govern the use of the credit card/ credit card-i issued by the Bank. In the event of any discrepancy or inconsistency between these terms and conditions and the Cardholder Agreements, these terms and conditions shall prevail in so far as it relates to the Campaign.

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

1. **"Campaign"** means **"AmBank Visa Credit Card / AmBank Islamic Visa Credit Card-i and AmBank Mastercard Credit Card / AmBank Islamic Mastercard Credit Card-i Apple Pay Campaign"** organised by the Bank in accordance with the terms and conditions as stipulated herein.

Campaign Period

2. The Campaign shall run from **9 August 2022** until **31 December 2022**, both dates are inclusive (**"Campaign Period"**) or such other period as may be determined at the discretion of the Bank with prior notice of at least five (5) calendar days (**"Prior Notice"**) to the Eligible Cardholders (as defined below) before the new terms and conditions take effect.

Eligibility

3. **"Eligible Cardholders"** means the customers of the Bank who hold a Principal or Supplementary AmBank Visa Credit Card / AmBank Islamic Visa Credit Card-I or AmBank Mastercard Credit Card / AmBank Islamic Mastercard Credit Card-I (**"Eligible Card"**) during the Campaign Period but **do not include:**

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- (a) Cardholders of UnionPay credit card, debit cards, corporate cards, commercial cards, or insurance cards issued by the Bank;
 - (b) Cardholders whose card accounts have been suspended, cancelled or terminated for whatsoever reasons during the Campaign Period;
 - (c) Any cardholder who is in default of payment(s) to the Bank; or any cardholder who has committed or suspected of committing any fraudulent or illegal activities 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.
4. For the avoidance of doubt, the Campaign does not require any registration for participation purpose.

Campaign Offer

5. Subject to the Campaign Terms and Conditions, the participants shall be entitled to the Cashback as set out in the table below ("**Cashback**"):-

Campaign Mechanics	Reward Criteria
<u>Campaign Mechanic 1</u> Get 50% Cashback on first Apple Pay transaction (capped to RM20 Cashback)	<ol style="list-style-type: none">i. Eligible Cardholders who successfully provision / add their Eligible Card to Apple Pay and performs a retail transaction shall be rewarded with 50% Cashback, capped to a maximum of Ringgit Malaysia Twenty (RM20) per Cardholder.ii. Each Cardholder is entitled to a one-time Cashback only, on a first-come, first-served basis.iii. Total Cashback is capped at Ringgit Malaysia Two Hundred Seventy-One Thousand Six Hundred Sixty-Seven (RM271,667) throughout the Campaign Period.
<u>Campaign Mechanic 2</u> Get RM50 Cashback with minimum RM849 spend at selected merchants (refer Eligible Merchants List) and performs at least one (1) Apple Pay transaction during the Campaign Period	<ol style="list-style-type: none">i. Eligible Cardholders who spends a minimum of RM849 at any Eligible Merchant (EPP and non-EPP), successfully provision / add their Eligible Card to Apple Pay and perform a retail transaction shall be rewarded with Ringgit Malaysia Fifty (RM50) Cashback.ii. Each Cardholder is entitled to a one-time Ringgit Malaysia Fifty (RM50) Cashback only, on a first-come, first-served basis.iii. Total Cashback is capped at Ringgit Malaysia Seventy-Five Thousand Two Hundred Fifty (RM75,250) throughout the Campaign Period.

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For the avoidance of doubt, a Cardholder may be eligible for Cashbacks from both the above Campaign Mechanics.

Eligible Merchant List for Campaign Mechanic 2

- Access Mobile
- All IT Hypermarket
- Courts Malaysia
- DirectD
- Harvey Norman
- Mac City
- Machines
- Mac Studio
- Senheng
- senQ
- Switch
- TBM
- Thunder Match
- Vivid Telecommunication

6. All Eligible Transaction paid in Ringgit Malaysia (RM) will be eligible for the Cashback. For the avoidance of doubt, all Eligible Transactions paid in foreign currency will be converted into Ringgit Malaysia (RM) and the conversion rate is as determined by Visa International, plus a 1% foreign exchange conversion mark-up (previously known as administration cost) by the Bank on the converted Ringgit Malaysia amount.

Campaign Rewards

7. The Eligible Cardholders who carry out the Eligible Transactions will receive the Cashback on its respective transaction amount on a **first-come, first-served basis**, based on transaction time stamp as recorded in the Bank's system, subject to the Cashback allocation provided in the table below:-

Campaign Month	Period	Cashback Allocation
Campaign Month 1	9 August 2022 – 8 September 2022	Campaign Mechanic 1 RM271,667 Campaign Mechanic 2 RM75,250
Campaign Month 2	9 September 2022 – 8 October 2022	
Campaign Month 3	9 October 2022 – 31 October 2022	
Campaign Month 4	1 November 2022 – 30 November 2022	
Campaign Month 5	1 December 2022 – 31 December 2022	

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8. Only the successful transactions for personal purchase of goods and services would be considered as Eligible Transaction. Any personal transactions that are subsequently cancelled, disputed, refunded, transactions which are unauthorised or fraudulent/subsequently discovered to be unauthorised or fraudulent, or transactions which are under special corporate arrangements where rebates are applicable or for business purposes will be excluded as Eligible Transaction.
9. All Eligible Transaction are as detailed in clause 3 (read together with clauses 4 and 6) above and are required to be charged to any Eligible Cardholder's Eligible Card(s) during the Campaign Period for the purchase of goods or services for the personal consumption of the Eligible Cardholder only, and not for business purposes. For the avoidance of doubt, Eligible Transactions exclude the following transactions:-
 - (a) quasi cash transactions for betting and/or gaming transactions;
 - (b) on-going monthly instalments under the existing AmFlexi-Pay Program/Easy Payment Plan;
 - (c) corporate bill payments or corporate GIRO transactions;
 - (d) cash advance / deposit / withdrawal transactions;
 - (e) any fees or charges imposed by the Bank;
 - (f) trade financing transactions;
 - (g) transactions which are under any special corporate arrangements where rebates are applicable;
 - (h) retail spend transactions which are subsequently cancelled, disputed, refunded, or transactions which are unauthorized, suspicious or fraudulent in any nature/subsequently discovered to be unauthorized, suspicious or fraudulent in any nature.
10. All Eligible Transaction made during the Campaign Period must be based on the Malaysian time as captured by the Bank's system and posted to the Eligible Cardholder's Eligible Card account during Campaign Period. The Bank is not responsible for any failure and/or delay in the transmission of evidence of purchase transactions due to reasons not within the Bank's control such as the failure, delay, action or omission on the part of Visa.
11. The Bank shall not entertain any disputes or enquiries regarding the Cashback Campaign three (3) months after the Campaign Period has ended.
12. Any determinations by the Bank as to what constitutes Eligible Transaction is final, binding and conclusive and all transactions as recorded by the Bank are also final, binding and conclusive.
13. The Cashback will be credited into the respective Eligible Cardholder's Eligible Card account within eight (8) weeks from the end of each Campaign Month and the Cashback will be reflected in his/her Eligible Card account statement.
14. Notwithstanding the foregoing, the Bank reserves the right to utilize any other medium or method, including the Bank's website at www.ambank.com.my for the purpose of announcing the Eligible Cardholders' entitlement for the Cashback.

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Disqualification

15. The Bank reserves the right to disqualify the participation of any Eligible Cardholders for the purpose of the Campaign in the event:
 - (a) the Eligible Cardholder's Eligible Card account is in default of any facilities granted at any time during the Campaign Period; or
 - (b) the Eligible Cardholder's Eligible Card account is closed within twelve (12) weeks from the end of the Campaign Period; or
 - (c) the Eligible Cardholder's has provided untrue information or acted fraudulently in any manner during the Campaign Period; or
 - (d) The Eligible Cardholder has breached any of the terms and conditions stipulated herein.

Liability

16. The Bank would not be liable to any Eligible Cardholder for any damages 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 Cardholder's participation in the 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.

General

17. 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.
18. The Bank shall have, at any time, the right to cancel, terminate or suspend the Campaign with Prior Notice.
19. The Bank's decision on all matters relating to the Campaign shall be final and binding and no correspondence or appeal will be entertained. All terms and conditions stipulated herein are governed by and construed in accordance to the laws of Malaysia. The parties hereby submit to the 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.
20. 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 equivalent of each other and each of the Terms and Conditions stipulated in both languages shall carry the same meaning.
21. To the extent permitted by law, the Bank shall not be liable to the Eligible Cardholders 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

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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.

22. For any assistance and/or feedback related to the Campaign, the Eligible Cardholders may contact the Bank's Contact Centre at **+603-2178 8888** from 7.00 a.m. to 11.00 p.m. daily or email to customercare@ambankgroup.com.