

## Terms and Conditions

### **“AmBank/ AmBank Islamic Visa ASEAN DUTY FREE 10% Cashback Campaign 2022”**

**Campaign Period: 1 July 2022 to 31 December 2022**

**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](http://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 **“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 / AmBank Islamic Visa ASEAN Duty Free 10% Cashback Campaign 2022”** organised by the Bank in accordance with the terms and conditions as stipulated herein.

### **Campaign Period**

2. The Campaign shall run from **1 July 2022 to 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”** mean the customers of the Bank who hold a principal or supplementary Visa credit card/ Visa credit card-i (**“Eligible Card”**) during the Campaign Period excluding the:
  - (a) cardholders of Mastercard credit card/credit card-i, UnionPay credit card, corporate cards, commercial cards, or insurance cards issued by the Bank and/or
  - (b) cardholders whose card accounts have been suspended, cancelled or terminated for whatsoever reasons during and up till twelve (12) weeks after expiry of the Campaign Period.
4. For the avoidance of doubt, the Campaign does not require any registration for participation purpose.

### **Eligible Cashback Transactions and 10% Cashback**

5. Subject to the Terms and Conditions, all Eligible Cardholders who use their Eligible Card to perform retail transaction(s) from the selected duty free outlets in ASEAN (**“Eligible Duty Free Outlets”**) with a minimum spend of Ringgit Malaysia Two Hundred Fifty (RM250) in a single receipt as recorded in the Bank’s system (**“Eligible Cashback Transaction”**) will be eligible for

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10% cashback (“Cashback”) up to a maximum of Ringgit Malaysia One Hundred Only (RM100) per Eligible Cardholder per Campaign Month set out in clause 7.

#### List of Duty-Free Outlets Eligible for Cashback

| Number of countries | Country   | Location                                       | Number of duty free outlets | Merchant                   |
|---------------------|-----------|--|-----------------------------|----------------------------|
| 1                   | Malaysia  | Kuala Lumpur International Airport, Selangor   | 1                           | Eraman                     |
|                     |           |  | 2                           | Eraman Express             |
|                     |           |  | 3                           | The Zon Duty Free          |
|                     |           | Kuala Lumpur International Airport 2, Selangor | 4                           | Be Duty Free               |
|                     |           |  | 5                           | Eraman                     |
|                     |           |  | 6                           | The Zon Duty Free          |
|                     |           | Penang International Airport, Penang           | 7                           | Eraman                     |
|                     |           |  | 8                           | The Zon Duty Free          |
|                     |           | Kota Kinabalu International Airport, Sabah     | 9                           | Eraman                     |
|                     |           |  | 10                          | Eraman Emporium            |
|                     |           | Kuching International Airport, Sarawak         | 11                          | Eraman                     |
|                     |           |  | 12                          | Eraman Emporium            |
|                     |           | Langkawi                                       | 13                          | Coco Valley Sdn Bhd        |
|                     |           |  | 14                          | Eastern Native Duty Free   |
|                     |           |  | 15                          | Eastern Native Duty Free 2 |
|                     |           |  | 16                          | Wawasan Baru Trading       |
|                     |           |  | 17                          | Wira Langkawi Sdn Bhd      |
|                     |           |  | 18                          | Zeno Duty Free Shopping    |
| 2                   | Singapore | Singapore Changi Airport, Singapore            | 19                          | The Shilla Duty Free Shop  |
|                     |           |  | 20                          | DFS Vintage                |
|                     |           |  | 21                          | DFS Watches                |
|                     |           |  | 22                          | DFS Wines & Spirits        |
| 3                   | Thailand  | Don Mueang International Airport, Bangkok      | 23                          | King Power                 |
|                     |           | Suvarnabhumi Airport, Bangkok                  | 24                          | King Power                 |
|                     |           | Chiang Mai International Airport, Bangkok      | 25                          | King Power                 |

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|    |                     |  |    |                          |
|----|---------------------|--|----|--------------------------|
|    |                     | Phuket International Airport, Phuket                 | 26 | King Power               |
|    |                     | U-Tapao Rayong Pattaya International Airport, Rayong | 27 | King Power               |
|    |                     | Hat Yai International Airport, Hat Yai               | 28 | King Power               |
| 4  | Indonesia           | Soekarno-Hatta Internatioal Airport, Jakarta         | 29 | Dian Duty Free           |
|    |                     | Ngurah Rai International Airport, Bali               | 30 | DFS Duty Free            |
|    |                     |  | 31 | Dufry Duty Free          |
|    |                     | Juanda International Airport, Surabaya               | 32 | Surabaya Duty Free       |
| 5  | Philippines         | Manila Ninoy Aquino International Airport, Manila    | 33 | Duty Free Philippines    |
|    |                     | Clark International Airport, Manila                  | 34 | Duty Free Philippines    |
|    |                     | Bacolod-Silay Airport, Bacolod                       | 35 | Duty Free Philippines    |
|    |                     | Iloilo International Airport, Cebu                   | 36 | Duty Free Philippines    |
|    |                     | Kalibo International Airport, Kalibo                 | 37 | Duty Free Philippines    |
|    |                     | Mactan International Airport, Lapu-Lapu              | 38 | Duty Free Philippines    |
|    |                     | Francisco Bangoy International Airport, Davao        | 39 | Duty Free Philippines    |
| 6  | Vietnam             | Tan Son Nhat International Airport, Ho Chi Minh City | 40 | SASCO Duty Free          |
|    |                     | Da Nang International Airport, Danang                | 41 | JDV Jalux Duty Free      |
|    |                     |  | 42 | Lotte Duty Free          |
|    |                     | Noi Bai International Airport, Hanoi                 | 43 | Lotte Duty Free          |
| 44 | JDV Jalux Duty Free |  |    |                          |
| 7  | Myanmar             | Yango International Airport, Yangon                  | 45 | Dream Works Duty Free    |
|    |                     | Mandalay International Airport, Mandalay             | 46 | WY Z Duty Free           |
| 8  | Cambodia            | Phnom Penh International Airport, Phnom Penh         | 47 | Dufry Duty Free          |
|    |                     | Siem Reap Airport, Siem Reap                         | 48 | Siem Reap Duty Free Shop |
| 9  | Laos                | Wattay International Airport, Vientiane              | 49 | Lao Duty Free            |
| 10 | Brunei              | Brunei International Airport, Brunei                 | 50 | SBC Duty Free            |

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6. All Eligible Transactions in foreign currency will be converted to Ringgit Malaysia (MYR) based on the prevailing foreign exchange rates as recorded in the Bank’s system. All Eligible Transaction paid in Ringgit Malaysia (MYR) will be eligible for the Cashback. For the avoidance doubt, all Eligible Transactions paid in foreign currency will be converted into Ringgit Malaysia (MYR) 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.
7. The Eligible Cardholders who carry out the Eligible Transactions will receive the Cashback on the 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 for the respective Campaign Month provided in the table below:-

| <b>Campaign Month</b>   | <b>Period</b>                        | <b>Cashback Allocation</b> |
|-------------------------|--------------------------------------|----------------------------|
| <b>Campaign Month 1</b> | 1 July 2022 – 31 July 2022           | RM40,000                   |
| <b>Campaign Month 2</b> | 1 August 2022 – 31 August 2022       | RM40,000                   |
| <b>Campaign Month 3</b> | 1 September 2022 – 30 September 2022 | RM40,000                   |
| <b>Campaign Month 4</b> | 1 October 2022 – 31 October 2022     | RM40,000                   |
| <b>Campaign Month 5</b> | 1 November 2022 – 30 November 2022   | RM40,000                   |
| <b>Campaign Month 6</b> | 1 December 2022 – 31 December 2022   | RM40,000                   |

8. Only 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 Transactions 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.
10. The assignment of Merchant Category Code (MCC) and Merchant Description Name for each merchant is subject to classification by the respective Merchants’ Acquiring Bank and it is the responsibility of the relevant Merchants’ Acquiring Bank to assign the correct MCC and Merchant Description Name. The Bank is not responsible for nor does the Bank have any control whatsoever on any incorrect and/or inconsistent assignment of MCC or Merchant Description Name by the relevant Merchant Acquiring Bank that may result in the Eligible Cardholder being omitted from the Cashback entitlement.
11. Any determination by the Bank as to what constitutes an Eligible Transaction is final, binding and conclusive and all transactions as recorded by the Bank are also final, binding and conclusive.
12. 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.

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13. 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](http://www.ambank.com.my) for the purpose of announcing the Eligible Cardholders’ entitlement for the Cashback.

#### Eligible Vespa Transactions

14. In addition, subject to the terms and conditions herein, all Eligible Cardholders who use their Eligible Cards to perform foreign currency retail transaction(s) with a minimum spend of Ringgit Malaysia One Hundred (RM100) in a single transaction or receipt as recorded in the Bank’s system (“**Eligible Vespa Transaction**”), will earn 1 entry for a chance to win 1 unit of Vespa scooter described in the below table per Campaign Quarter.

For purpose of Eligible Vespa Transactions, “Participants” refer to Eligible Cardholders who performed Eligible Vespa Transaction(s).

The details of the campaign period and prize is as follows:

| Campaign Month   | Period                               | Campaign Quarter   | Prize   |
|------------------|--------------------------------------|--------------------|---|
| Campaign Month 1 | 1 July 2022 – 31 July 2022           | Campaign Quarter 1 | 1 unit of Vespa (Primavera Black Metallic i, RRP: RM15,900) |
| Campaign Month 2 | 1 August 2022 – 31 August 2022       |                    |   |
| Campaign Month 3 | 1 September 2022 – 30 September 2022 |                    |   |
| Campaign Month 4 | 1 October 2022 – 31 October 2022     | Campaign Quarter 2 | 1 unit of Vespa (Primavera Black Metallic i, RRP: RM15,900) |
| Campaign Month 5 | 1 November 2022 – 30 November 2022   |                    |   |
| Campaign Month 6 | 1 December 2022 – 31 December 2022   |                    |   |

15. Only six (6) Participants will be shortlisted (“**Shortlisted Vespa Winners**”) and the shortlisting will be done via automated system. Shortlisted Vespa Winners shall be contacted for a question and answer (Q&A) session via SMS at their mobile number maintained in the Bank’s system, between 8:45am until 5:45pm from Mondays to Thursdays and between 8:45am until 4:45pm on Fridays (except public holidays), within eight (8) weeks from the end of the Campaign Quarter and he/she shall be required to answer a question correctly via SMS reply within the deadline of two (2) calendar days from the date the SMS was sent by the Bank (“**SMS Q&A**”) to be confirmed as the winners of the Vespa (“**Vespa Winner**”).
16. If the Shortlisted Vespa Winner fails to answer the SMS Q&A correctly or does not reply within the deadline, then the said Shortlisted Vespa Winner shall be disqualified and not be eligible to win the Vespa. The next eligible Participant shall be contacted until there is a confirmed Vespa Winner for each Campaign Quarter.
17. For avoidance of doubt, all Participants shall bear the standard telecommunication charges imposed by their respective telecommunication service providers for each SMS reply. In the event there are multiple SMS replies by a Participant, only the earliest SMS reply received by the Bank based on the date and time as recorded by the Bank’s system shall be accepted. If

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the Shortlisted Vespa Winner’s mobile number is not registered with either Celcom, DiGi, Maxis, U Mobile or XOX (which permit SMS replies), the Bank will contact the Participant via telephone call instead.

18. The Bank shall notify all Vespa Winners via SMS/telephone/electronic mailer/mailed 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 [www.ambank.com.my](http://www.ambank.com.my) as it deems fit in its sole and absolute discretion for the purpose of announcing the Vespa Winners.
19. Vespa Winners shall be required to attend the prize presentation ceremony and/or other publicity programmes at their own costs and expenses as and when required as notified by the Bank via telephone call and/or electronic mailer with regards to the date, time and venue of the prize presentation ceremony and/or other publicity programmes. Any photos taken during these programmes shall be deemed as the Bank’s property and the Bank has the right to use any of the photos for all promotional / advertising / announcement purpose. The Bank shall make three (3) attempts to contact the Vespa Winners. If the Vespa Winner cannot be contacted after these attempts, the Bank shall make no further attempts; or if the Vespa Winner is successfully contacted but fails to attend the ceremony and/or programmes without any valid reason(s), the Bank reserves the right to forfeit the said Vespa Winner’s Vespa and to select the next Shortlisted Vespa Winner via Q&A as the Vespa winner.
20. The Bank’s liability with regards to the Vespa, is only to pay the purchase price for the same to the vendor. The Vespa is given on an ‘as is’ basis, which is non-transferable and non-exchangeable for cash or other kinds, whether in part or in full. The Bank reserves the right to select the colour of the Vespa, where applicable. Visual(s) of the Vespa used in any advertisement, promotional, publicity and other materials relating to or in connection with the Campaign is/are only for illustration purposes and may not depict the actual colour of the Vespa and excludes any optional accessories.
21. In the event the vendor is unable to supply the same model of the Vespa as described herein to the Bank due to the reasons which include, but are not limited to manufacturer’s recall or damage, lost or stolen during storage and/or delivery, the Bank reserves the right to substitute the Vespa with another model of like or similar value with prior notice of at least five (5) calendar days on the Bank’s website at [www.ambank.com.my](http://www.ambank.com.my). However, the Bank bears no responsibility to replace the Vespa, whether for reasons due to damage or theft after delivery to the Vespa Winner.
22. The inclusion of the Vespa in this Campaign cannot be construed as any endorsement or recommendation of the Vespa by the Bank. For any dispute in relation to quality or warranty of the Vespa or any terms and conditions in respect thereof, the Vespa Winner shall deal with the authorized dealer or supplier directly without any recourse to the Bank. The Bank shall not be held liable for any breach of quality or warranty of the Vespa or any terms and conditions in respect thereof and shall not entertain any complaints whatsoever in relation with the Vespa.
23. Upon receipt of the Vespa, the Winner agrees not to hold the Bank liable from any action, claim, damage, expense, judgment, liability or proceeding suffered in relation with their participation in the Campaign or receipt, redemption or usage of the Vespa.

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#### Disqualification

24. 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

25. 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

26. The Bank shall have the right and discretion 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.
27. The Bank shall have, at any time, the right and discretion to cancel, terminate or suspend the Campaign with Prior Notice.
28. 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 and any legal disputes will be commenced and heard in the courts located in Kuala Lumpur.
29. 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 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.
30. 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](mailto:customercare@ambankgroup.com).