

**AmBank/AmBank Islamic
Spend and Win Campaign
Terms and Conditions**

This amended version of the Terms and Conditions for AmBank/AmBank Islamic's Spend and Win Campaign will supersede the existing Terms and Conditions with effect from 24 January 2023.

- **Clause 2** has been amended in **blue font** to reflect the changes in Campaign Period

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

The terms and conditions herein ("**Terms and Conditions**") are in addition to and are to be read together with the AmBank (M) Berhad (company no.: 19690100016 / 8515-D) / AmBank Islamic Berhad (company no.: 199401009897 / 295576-U) (collectively referred to as "**the Bank**") relevant credit card/-i and/or debit card or personal financing/-i agreement(s) (collectively referred to as "**Agreement**") which govern the use of the credit card/-i and/or debit card and/or personal financing/-i issued by the Bank. In the event of any discrepancy or inconsistency between these Terms and Conditions and the Cardholder Agreement and/or Personal Financing/-i Agreement, these Terms and Conditions shall prevail in so far as it relates to the Campaign.

Except where the context otherwise requires, or unless these Terms and Conditions otherwise provide, all words, names and expressions defined in the Cardholder and/or Personal Financing/-i Agreement when used or referred to in these Terms and Conditions shall have the same meaning as that provided in the Cardholder and/or Personal Financing/-i Agreement.

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. The "**Campaign**" means "**Spend and Win**" organized by the Bank, and in partnership with participating licensed Umrah agencies ("**LUAs**"), in accordance with the Terms and Conditions as herein stipulated.

Period

2. The Campaign shall run from 1 September 2022 to **31 December 2023**, both dates inclusive ("**Campaign Period**") or such other period(s) as may be determined of the Bank with at least five (5) calendar days' notice to Customers before the new terms and conditions take effect.

Eligibility

3. "**Eligible Customers**" means customers of the Bank having a principal credit card/-i and/or debit card ("**Card**") and/or personal financing/-i facility that is approved and disbursed during the Campaign Period as herein described but do not include:-
 - (a) cardholders of prepaid card(s), corporate card(s), commercial card(s), or insurance card(s) 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; and/or
 - (c) permanent, contract and/or temporary staff or employees of the Bank (including its subsidiaries and affiliated companies) and their immediate family members (children, parents, siblings, including spouses); and/or
 - (d) representative and/or agents involved in the Campaign (including but not limited to the advertising and promotion agents).
 - (e) Customers who applied for personal financing/-i but was not approved and disbursed by the bank during the campaign period
4. For the avoidance of doubt, the Campaign does not require any registration for participation and that all related Card of Eligible Customers including his/her supplementary Cards(s) and Eligible customers with personal financing/-i facility(s) that was approved and disbursed shall be automatically tracked and added onto the principal cardholders' and personal financing/-i facility holders' total eligible entries for purposes of tabulation of the Eligible Transactions throughout the Campaign Period.

Eligible Transaction and Entries

5. Subject to the Terms and Conditions hereinafter appearing, all Eligible Customers who use their Cards or apply for personal financing/-i for the purpose of financing retail transaction(s) at the participating LUAs ("Eligible Transaction") during the Campaign Period shall earn Campaign Entries as follows: -

Number of Campaign Entry	Usage
1	Every RM5,000 in a single receipt with any participating LUA(s)

6. All transactions performed by Eligible Customers shall be tracked for the purpose of tabulating the number of Campaign Entries earned for all his/her Eligible Transactions, as exemplified below:-

Account	Date	Amount	Number of Campaign Entry
Principal AmBank BonusLink Visa Card	22 July 2022	RM15,000	3
Supplementary under Principal AmBank BonusLink Visa Card	8 October 2022	RM4,500	0
AmBank Islamic Visa Signature Card-i	10 January 2023	RM14,500	2
AmBank SIGNATURE Priority Banking Visa Infinite Credit Card	31 March 2023	RM6,500	1
Personal Financing/-i	31 March 2023	RM 10,000	2
Total Number of Campaign Entries			8

7. "Eligible Transaction" for a principal credit card/-i and/or debit card ("Card") including his/her supplementary Card(s) refers to local retail transactions made at the participating LUA(s) in Malaysian Ringgit ("RM"), including online transactions that are charged to any Eligible Customers during the Campaign Period and will be tracked by their respective Merchant

Description Name and Merchant Category Code (“**MCC**”) as per the Bank’s system except for the following transactions:

- (a) transactions which are subsequently cancelled or refunded; and/or
 - (b) disputed, unauthorized or fraudulent purchase transactions; and/or
 - (c) transactions made by Eligible Customers in association with or with control over the participating LUAs (whether as business owner, shareholder, or director)
8. There shall be no limit to the total amount of Campaign Entries that Eligible Customers may earn.
9. The assignment of MCC for the participating LUAs are subject to classification by their respective acquiring bank(s) (“**Merchant Acquiring Bank**”) and it is the responsibility of the relevant Merchant Acquiring Bank to assign the correct MCC for the participating LUAs. The Bank is not responsible for nor does the Bank have any control whatsoever on any incorrect and/or inconsistent assignment of MCC by the relevant Merchant Acquiring Bank that may result in the Eligible Customer being omitted from the Campaign entitlement.
10. Eligible retail spend transactions are all local retail spend transactions as explained in Clause 5 and Clause 7 above that are charged to any Eligible Customer’s Card(s)/-i during the Campaign Period for purchase of goods or services incurred for personal consumption, and not for business purposes, excluding the following transactions: -
- (a) quasi cash transactions for betting and/or gaming;
 - (b) on-going monthly installments of 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 special corporate arrangement where rebate is applicable;
 - (h) retail spend transactions which are not defined in Clause 5 and Clause 7 above; and
 - (i) retail spend transactions which are subsequently cancelled, disputed, refunded, unauthorized, suspicious or fraudulent transactions of any nature.
11. All Eligible Transactions within the Campaign Period must be based on Malaysian time as captured by the Bank’s transaction records and posted to the Eligible Customer’s Card account within five (5) calendar days from the date of the transactions. The Bank is not responsible in any manner whatsoever for any failure and/or delay in the transmission of evidence of sales transactions by Mastercard, Visa, merchant establishments or other party.
12. “Eligible Transaction” for personal financing/-i refers to personal financing/-i facilities applied for the purpose of financing retail transactions with participating LUA(s) in Malaysian Ringgit (“RM”), and successfully disbursed during campaign period.
13. Any determination by the Bank as to what constitutes Eligible Transaction is conclusive and cannot be challenged in any manner whatsoever. All transactions as recorded by the Bank shall also be final and conclusive.

Prizes

14. The following are the Campaign Prizes to be won, subject to the maximum as stated below for each category of Prizes:-

Category	Prize	Number of Winner	Maximum Number of Prize per Eligible Customer
Grand Prize	Umrah Package	3	1
Second Prize	Smart TV	2	1
Third Prize	iPad	2	1
Consolation Prize	RM500 Cash	10	1
Mystery Prize	AmBank Merchandise	100	1

Winners Selection

15. Subject to the Terms and Conditions herein stipulated, the Bank shall shortlist the Campaign Prize Winners at random with a mechanism that is determined and deemed fair by the Bank
16. A Campaign Prize Winner can only be shortlisted once to win one (1) Campaign Prize in the Campaign. In the event the same shortlisted Campaign Prize Winner is shortlisted more than once for the Campaign Prizes, he/she shall only be shortlisted based on the Campaign Entry that is shortlisted for the first time. His/her other shortlisted Campaign Entry shall be disregarded.
17. Campaign Prize Winners shall be notified by the Bank, 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 www.ambank.com.my for the purpose of announcing the Winners.
18. The Campaign Prize Winners shall be contacted by the Bank via telephone call and/or electronic mailer. The Bank shall make three (3) attempts to contact the Winners. If a Winner fails to be contacted after these attempts, the Bank shall make no further attempts. The Bank reserves the right to forfeit the said Winner's Prize and to select the next shortlisted Eligible Customer as the Winner.
19. The Campaign Prizes shall be couriered according to the last known contact details of the Campaign Prize Winners maintained in the Bank's system within ninety (90) calendar days from Winner announcement date by the Bank. The Campaign Prizes are subject to the participating LUAs' Terms and Conditions.
20. The Bank's liability with regards to the Campaign Prizes is only to pay the purchase price to the vendors, and shall not be inclusive of any local taxes, service fees and additional charges. The Campaign Prizes are 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 Campaign Prizes, where applicable. Visual(s) of the Campaign Prizes 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 Campaign Prizes and excludes any optional accessories.
21. In the event the vendor is unable to supply the same model of the Campaign Prizes 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 Campaign Prizes 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. However, the

Bank bears no responsibility to replace the Campaign Prizes damaged or stolen after delivery to the Winner.

22. The inclusion of the Campaign Prizes in this Campaign cannot be construed as any endorsement or recommendation of the Campaign Prizes by the Bank. For any dispute in relation to quality or warranty of the Campaign Prizes or any Terms and Conditions in respect thereof, the Winner shall deal with the vendors directly without any recourse to the Bank. The Bank shall not be held liable for any issues of quality, service or warranty of the Campaign Prizes or any Terms and Conditions in respect thereof and shall not entertain any complaints whatsoever in relation with the Campaign Prizes.
23. By receipt of the Campaign Prizes, the Winners agree 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 Campaign Prizes.

Disqualification

24. The Bank reserves the right to **disqualify the participation of any Eligible Customers** for the purpose of this Campaign without having to alert him/her in the event:-
 - (a) the Eligible Customer's Card and/or personal financing/-i account is in default of facilities granted at any time during the Campaign Period; and/or
 - (b) the Eligible Customer's account is closed within twelve (12) weeks from the expiry of the Campaign Period; and/or
 - (c) the Eligible Customer has provided untrue information or acted fraudulently in any manner during the Campaign Period; and/or
 - (d) the Eligible Customer breaches any of these Terms and Conditions stipulated herein.

General

25. The Bank's decision on all matters relating to the Campaign is binding and final and no further correspondence or appeal shall be entertained. All Terms and Conditions stipulated herein are governed by and construed in accordance to the laws of Malaysia and any legal disputes shall be commenced and heard in courts in Kuala Lumpur.
26. All Eligible Customers have read and understood all the Terms and Conditions specified herein and the Bank shall have the right to suspend, terminate or cancel the Campaign at any time with at least five (5) calendar days' notice to Customers on the Bank's website at **www.ambank.com.my** before the new terms and conditions take effect.
27. All Eligible Customers are deemed to have expressly agreed to be bounded by these Terms and Conditions (as varied or changed), the decisions of the Bank and, to the fullest extent permitted by law, to have consented to and authorized the Bank to disclose their particulars to the third party service providers engaged by the Bank for purposes of the Campaign. The Bank warrants that the disclosure of such particulars to any third party service providers shall be limited to the Eligible Customers' names, addresses, Frequent Flyer membership number and telephone numbers and shall be used only in relation to and for purposes of the Campaign. The Bank's decision on all matters relating to the Campaign (including the interpretation of these Terms and Conditions) shall be final and binding and no further correspondence or attempt to dispute such decision would be entertained.

28. For avoidance of doubt, cancellation, termination or suspension of this Campaign by the Bank shall not entitle the Eligible Customer(s) to any claim or compensation against the Bank for any and all losses or damages suffered or incurred by the Eligible Customer(s) as a direct or indirect result of the act of cancellation, termination or suspension.
29. To the extent permitted by law, the Bank shall not be liable to the Eligible Customer(s) 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.
30. The Bank shall not be liable to any Eligible Customer 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 except where such actions, claims, direct losses, damages and expenses are directly attributable to the Bank's gross negligence, wilful default or fraud.
31. The products and services (collectively, "Third Products and Services") displayed in ambankspot.com are owned by independent third parties (each a "Third Party"). AmBank (M) Berhad is not the owner or seller of the Third Party Products and Services, and is not acting as the agent, representative or broker of the Third Party with respect to the sale of the Third Party Products and Services. AmBank (M) Berhad is displaying the Third Party Product and Services for promotion at the request of the Third Party, and all information stated on this web page regarding the Third Party Products and Services has been provided by the Third Party.
32. AmBank (M) Berhad is not responsible for the truth or accuracy of any information concerning any Third Party Products and Services offered and makes no representations or warranties, express or implied, of any kind, whatsoever, with respect to such Third Party Products and Services.
33. AmBank (M) Berhad hereby expressly disclaims all warranties with respect to the Third Party Products and Services, including without limitation, the warranties of merchantability and fitness for a particular purpose. AmBank (M) Berhad expressly disclaims any liability for the safety, performance and quality of any such Third Party Products and Services. The purchaser of any Third Party Products and Services promoted on this web page is responsible for conducting its own due diligence prior to purchase and is purchasing all Third Party Products and Services at its own risk.
34. The Bahasa Malaysia version of the Terms and Conditions are 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 and each of the Terms and Conditions stipulated shall carry the same meaning.
35. For any assistance and/or feedback related to this Campaign, Eligible Customers may call the 24-hour contact centre of the Bank at **+603 2178 8888** or send email to customercare@ambankgroup.com.