

AmBank/ AmBank Islamic
Swipe and Win
Terms and Conditions for Licensed Umrah Agents (LUAs)

REMINDER: The LUA (as defined below) is hereby reminded to read and understand the terms and conditions below which is available at www.ambank.com.my/LuaTnCEng. If the LUA does not understand any of the terms and conditions herein, the LUA is 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 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/credit card-i and/or debit card/-i agreement(s) (collectively referred to as "**Cardholder Agreement**") which govern the use of the credit card/-i and/or debit card/-i issued by the Bank. In the event of any discrepancy or inconsistency between these Terms and Conditions and the Cardholder Agreement, these Terms and Conditions shall prevail in so far as it relates to the Campaign.

Campaign

The "Campaign" means "Swipe and Win" organized by the Bank, and in partnership with participating Licensed Umrah Agents ("LUAs"), in accordance with the Terms and Conditions as herein stipulated.

Period

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

Eligibility

The campaign is open to eligible LUAs who are registered with Ministry of Tourism, Arts and Culture ("MOTAC") with Special Umrah License issued by MOTAC.

In order to participate, eligible LUAs are required to open at least one (1) current account/ current account-i ("CA/CA-i") with the Bank, which shall remain active throughout the Campaign Period.

The following, however, shall not be eligible for the campaign: -

- a. a business and/or company which is incorporated or established outside Malaysia;
- b. a business and/or company which is not registered with the relevant registry(ies) and/or authority(ies) (where applicable) and/or which has not been granted the relevant license(s) and/or approval(s) and/or permit(s) (where applicable) for the carrying on of its business of that nature and type;
- c. a business and/or company which are engaged in Shariah non-compliant activities;
- d. a business and/or company in respect of which winding-up proceedings (whether voluntary or not) has been commenced;

- e. a business and/or company whose director(s) is/are financially insolvent or where bankruptcy proceedings have been commenced against him/ her;
- f. permanent or contract employees of the Bank or any of its subsidiaries and/or their representatives and/or agents including their immediate family members and any business and/or company in which any of the above person(s) is a director or partner or having such similar position or control; and
- g. any other category of person(s) or body(ies) as the Bank may decide to exclude

Authorisation for Use of Image

The participating LUAs hereby grant permission to the Bank to use their organisation's logo and other corporate branding visuals in any marketing and promotional materials.

General Terms and Conditions

1. By participating in the campaign, eligible LUAs agree to be fully bound by and unequivocally accept all the terms and conditions herein ("the Terms") including any additions, deletions, amendments, or variations thereto.
2. The participating LUAs hereby irrevocably authorise and permit the Bank to provide, use and/or store any information concerning them and their applications for the purpose of processing their applications and any matters in relation to the campaign, and/or as may be required by any law and/or directives from the relevant authorities and/or bodies.
3. The participating LUAs hereby irrevocably authorise and permit the Bank and/or its affiliates to check their credit standing, dealings and credit standing with whatsoever companies, individuals, agencies, financial institutions or other bodies and to obtain therefrom such information as may be required by the Bank, whether by way of oral communication or through documents.
4. The participating LUAs hereby agree and undertake to fully indemnify and hold the Bank harmless at all times against any claims, proceedings, damages, losses and/or costs whatsoever (including legal fees on a solicitor-client basis) that may arise in connection with or as a result of any misconduct, misrepresentation, or breach by the participating LUAs of any term or warranty whatsoever hereunder.
5. The participating LUAs hereby agree that the Bank shall not be liable for any damages, losses, costs, expenses, claims and/or liabilities whatsoever (whether direct, indirect, special, or consequential and whether foreseeable or not) arising out of or in connection with the campaign.
6. The Bank reserves the right to vary, delete or add to all or any of the Terms at any time with at least seven (7) business days of prior notice via email. The Bank reserves the right to cancel, terminate, extend, or suspend the campaign in whole or part, at any time and with at least seven (7) business days of prior notice via email and the participating LUAs shall by virtue of their participation in the campaign be deemed to have fully agree and unequivocally accepted the said additions, deletions, variations and/or amendments. Should there be less than ten (10) participating LUAs, the campaign shall cease.
7. For the updated version of the Terms, please visit www.ambank.com.my/LuaTnCEng from time to time. In the event of any inconsistency or repugnancy between the Terms hereunder and the

updated version(s), the latter shall prevail but only to the extent of such inconsistency or repugnancy thereof.