

## Terms and Conditions

### AmBank (M) Berhad and AmBank Islamic Berhad: AmOnline Unit Trust 0.88% Sales Charge Campaign Campaign Period: 1 October 2022 to 31 December 2022

**REMINDER: Eligible Customers (as defined below) are hereby reminded to read and understand the terms and conditions below which is available at <http://www.ambank.com.my/eng/terms-and-conditions>. If the Eligible Customers do not understand any of the terms and conditions and the updated terms and conditions (if any), the Eligible Customers are advised to discuss with the Bank's licensed staff / representative / agent.**

#### 1. Definition

For the purpose of this Terms and Conditions, the following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

**“Bank”** collectively means AmBank (M) Berhad (“AmBank”) [Company No. 196901000166 (8515-D)] and AmBank Islamic Berhad (“AmBank Islamic”) [Company No. 199401009897 (295576-U)], both incorporated in Malaysia under the Companies Act 1965 (repealed by Companies Act 2016) and having their registered address at Level 22, Bangunan AmBank Group, No.55, Jalan Raja Chulan, 50200 Kuala Lumpur.

**“Calendar Day”** means Monday to Sunday, including public holiday.

**“Campaign”** means the **AmOnline Unit Trust 0.88% Sales Charge Campaign** organised by the Bank in accordance with the terms and conditions stipulated herein.

**“Current Account/Savings Account (CASA) or Current Account/Savings Account-i (CASA-i)”** means deposit account maintained by the Eligible Customer with the Bank.

**“Conventional Unit Trust Fund” or “Conventional UT”** means the conventional Unit Trust Fund distributed by the Bank in this Campaign.

**“Cooling-Off Period”** means six (6) business days given to the investors to reconsider if they want to continue investing in the selected Conventional Unit Trust Fund / Shariah Compliant Unit Trust Fund and or otherwise. A Eligible Customer refers to Customer who is investing Unit Trust Fund for the first time, has the right to request for a refund of his/her investment in the said Unit Trust Fund during the cooling-off period prescribed in each deed or prospectus of the relevant Unit Trust Fund which in any case should not be fewer than six (6) business days (with “business days” being as per the definition of the same in the deed or prospectus) from the date of receipt of application and investment amount by the unit trust management company (“Cooling-Off Period”) provided always that such notice of withdrawal is received by the Bank no later than the relevant cut-off time (as may be specified by the Bank) on a business day within the Cooling-Off Period stated in the relevant deed or prospectus. All such request for a refund shall be subject to Applicable Laws and the terms and conditions of the relevant Manager or Unit Trust Fund.

**“Cooling-Off Right”** means the right given to the investors/Eligible Customer to obtain a refund of his initial investment within the Cooling-Off Period according to the original purchase price or market price at the point of exercise of the Cooling-Off Right as well as the refund of the initial Sales Charges levied

upon him. Please refer to the Prospectus/Information Memorandum for eligibility & refund of Cooling-Off Right.

“**Day**” means business day at the registered office of the Bank is open, unless stated otherwise.

“**Employees Provident Fund – Member Investment Scheme**” or “**EPF-MIS**” means the investment scheme that is offered by Kumpulan Wang Simpanan Pekerja (KWSP) to its Member.

“**Eligible Customer**” means all new and existing customer of the Bank who meet all the eligibility criteria as provided in Clause 3 herein.

“**Prior Notice**” means notice by the Bank of certain facts or of a particular state of affairs of at least three (3) Calendar Days.

“**Prospectus / Information Memorandum**” means the offering document of the relevant Conventional Unit Trust Fund or Shariah Compliant Unit Trust Fund invested by the Eligible Customer.

“**Shariah Compliant Unit Trust Fund**” or “**Shariah Compliant UT**” means the Shariah Compliant Unit Trust Fund distributed by the Bank in this Campaign.

“**Sales Charge**” means the upfront cost that an investor/Eligible Customer incurs upon subscription/purchase of a Unit Trust Fund.

“**Unit Trust Fund**” means a form of collective investments that allow investors with similar objectives to pool their savings which are then invested in a portfolio of shares or other assets managed by professional fund managers, which includes Conventional Unit Trust Fund and Shariah Compliant Unit Trust Fund.

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.

Conventional terminologies are applicable to AmBank product, whilst Islamic terminologies are applicable to AmBank Islamic product.

## **2. Campaign Period**

This Campaign will commence on 1 October 2022 till 31 December 2022 (both dates inclusive) (“Campaign Period”) or such other period as may be determined by the Bank with Prior Notice to the Eligible Customers.

## **3. Eligibility**

3.1 This Campaign is open to all individual customer aged 18 years and above, with an active AmBank / AmBank Islamic Current/Savings Account.

3.2 Notwithstanding the above, the following are **NOT** be eligible to participate in this Campaign:

- (a) Non-individual customers (for example: companies, corporate bodies, associations, clubs, schools, societies, non-profit organisations, sole proprietors, partnerships and professional practices duly registered or incorporated in or outside of Malaysia);
- (b) Individuals who are financially insolvent or have been adjudicated a bankrupt; and/or
- (c) Any other person(s) as the Bank may decide to exclude, at its discretion.

#### **4. Campaign Offer & Criteria**

- 4.1** The Eligible Customer(s) will enjoy 0.88% Sales Charge if they purchase any Participating Unit Trust Fund via AmOnline mobile application during the Campaign Period.
- 4.2** “Participating Unit Trust Fund” refers to Conventional Unit Trust Fund / Shariah Compliant Unit Trust Fund(s) of Malaysian Ringgit Class distributed by the Bank via AmOnline Mobile Application. Close ended fund(s), Private Retirement Scheme fund(s) and Amanah Saham Nasional Berhad Variable Price(s) are not eligible under this campaign. Conventional Unit Trust Fund / Shariah Compliant Unit Trust Fund(s) with Sales Charge below 0.88% as per stipulated in the prospectus / information memorandum are not eligible under this Campaign.
- 4.3** The Eligible Customer(s) must make the unit purchase via AmOnline mobile application before the cut off time, 3.00pm, on the last day of Campaign Period to enjoy the offer. The Eligible Customer(s) are required to log on to the Bank’s official website at <https://www.ambank.com.my/eng/frequently-asked-questions/amonlinefaq#16> for Unit Trust Fund cut off time updates, if any.
- 4.4** The Eligible Customer(s) who invest in any of the Participating Unit Trust Fund products via Employees Provident Fund – Member Investment Scheme shall not be entitled for this Campaign.
- 4.5** The Eligible Customer(s) may participate in this Campaign via AmOnline mobile application only.
- 4.6** In the event Eligible Customer(s) exercises his/her Cooling-Off Right within the Cooling-Off Period or the investment application is rejected or cancelled by any parties for whatsoever reason within the Campaign Period, the Eligible Customer(s) shall not be entitled for 0.88% sales charge under this Campaign.

#### **5. General**

- 5.1** By participating in this Campaign, the Eligible Customer(s) are advised to read and understand the terms and conditions herein, which has to be read together with the:
- (a) General Terms and Conditions for Accounts and Services, and
  - (b) any Campaign updates or the latest terms and conditions, if any. The Eligible Customer(s) are required to log on to the Bank’s official website at <http://www.ambank.com.my/eng/terms-and-conditions> on such updates and latest terms and conditions, if any,
- (collectively as “Terms and Conditions”).
- 5.2** This Campaign is not valid with other campaigns of the Bank. Hence, no other special, additional or preferential rates shall be given under this Campaign.
- 5.3** 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.
- 5.4** For avoidance of doubt, any cancellation, termination or suspension by the Bank of this Campaign shall not entitle the Eligible Customer to any claim or compensation against the Bank for any and all

losses or damage suffered or incurred by the Eligible Customer as direct or indirect result of the cancellation, termination or suspension.

- 5.5** Any notice issued by the Bank will be posted on the Bank's official website at [www.ambank.com.my](http://www.ambank.com.my) or any of the Bank's branches and that such notice shall be deemed as delivered and notified to the Eligible Customers.
- 5.6** The Bank's decision on all matters relating to this Campaign shall be final and binding on all Eligible Customers. No further correspondence or appeal will be entertained.
- 5.7** Under no circumstances will the Bank be held liable for any of the followings:
- (a) The Bank is not liable for any default in respect of this Campaign due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, technical or system failures or any event beyond the reasonable control of the Bank.
  - (b) The Bank shall not be liable to any Eligible Customer for any damage of whatsoever nature or loss suffered (such as loss of goodwill, income or profits or consequential, direct or indirect, exemplary, incidental, punitive or special damages) howsoever arising in relation to participation in this 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 were directly attributable to the Bank's gross negligence, wilful default or fraud.
- 5.8** The Bahasa Malaysia version of this Terms and Conditions is also available at <https://www.ambank.com.my/eng/terms-and-conditions>. In the event of any discrepancies 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.
- 5.9** 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 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.
- 5.10** Disclaimer for investment products: Investment products are not obligations of, guaranteed or insured by the Bank and are subject to investment risks (e.g. market risk, currency risk and issuer credit risk) including the possible loss of the principal amount invested. Investors/ Eligible Customers are advised to read and understand the content of the relevant documents including but not limited to prospectus or information memorandum and product highlight sheet before investing. Investors/ Eligible Customers should also consider all fees and charges involved before investing. Prices of units and income distribution, if any, may go down as well as up; where past performance is no guarantee and not an indication of future performance. Investors/ Eligible Customers should carefully consider whether any investment views or investment products are appropriate in view of their own investment experience, objectives, financial resources and relevant circumstances. Investment products are not protected by Perbadanan Insurans Deposit Malaysia (PIDM).
- 5.11** The Eligible Customers are required to log on to the Bank's official website at <https://www.ambank.com.my/eng/terms-and-conditions> for updates or the latest terms and conditions, if any.

**5.12** For any assistance and/or feedback related to this Campaign, Eligible Customers may contact the Bank's Contact Centre at 03-2178 8888 (Monday – Thursday, 8.45 a.m. to 5.45 p.m. or Friday, 8.45 a.m. to 4.45 p.m.) or by e-mailing inquiries/feedback to [customercare@ambankgroup.com](mailto:customercare@ambankgroup.com)