

Terms and Conditions
AmBank SIGNATURE Priority Banking – Kuala Lumpur Fashion Week
Paris Fashion Week Campaign
(AmSPB – KLFW PFW Campaign)
Campaign Period: 3 July 2023 - 30 November 2023

This Amended Terms and Conditions for AmSPB – KLFW PFW Campaign will supersede the existing Terms and Conditions with effect from 15 October 2023.

- To add in definition of AmBank SIGNATURE Priority Banking in blue font.

REMINDER: Eligible members (as defined below) is hereby reminded to read and understand the terms and conditions below and/or any updated terms and conditions (if any) which will be available at <https://www.ambank.com.my/eng/terms-and-conditions>. If the Eligible Customers do not understand any of the terms and conditions stated herein and/or any updated terms and conditions (if any), the Eligible Customers are advised to discuss with any of the Bank’s authorised representative.

1 Definition

1.1 For the purpose of the terms and conditions herein, the following words and expressions shall have the meaning assigned to them except where the context otherwise requires:

“**Bank**” refers to **AmBank (M) Berhad** [Company No.: 196901000166 (8515-D)] (AmBank), a company incorporated in Malaysia under the Companies Act 1965 (repealed by Companies Act 2016) and having its registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur.

“**Day**” means Monday to Friday, and whereby the registered office of the Bank is open, unless stated otherwise.

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

“**Campaign**” refers to “**AmBank SIGNATURE Priority Banking – Kuala Lumpur Fashion Week Paris Fashion Week Campaign (AmSPB – KLFW PFW Campaign)**” organised by the Bank in accordance with the terms and conditions stipulated herein.

“**Entries**” means the eligible entries earned by fulfilling the criteria in clause 4.1 which entitles Eligible Customer to qualify in the running for the Campaign.

“**Asset Under Management/AUM**” refers to primary AUM in any Conventional and/or Islamic deposits and/or investment i.e. Savings Account + Current Account + Fixed Deposit (FD) + investments inclusive of Bancassurance held with the Bank.

“**AmSPB Principal Cardholder**” refers to principal cardholder of AmSPB Visa Infinite Credit Card or AmSPB The Metal Visa Infinite Credit Card.

“**AmSPB**” refers to AmBank SIGNATURE Priority Banking inclusive of AmBank SIGNATURE Priority Private (“AmSPP”) which is a sub-segment of AmBank SIGNATURE Priority Banking.

“**New-To-Priority**” refers to existing or new AmBank client who has sign up AmSPB membership during Campaign Period.

“**CASA**” refers to Current Account or Savings Account of the Eligible Client maintained with the Bank.

Terms and Conditions
AmBank SIGNATURE Priority Banking – Kuala Lumpur Fashion Week
Paris Fashion Week Campaign
(AmSPB – KLFW PFW Campaign)
Campaign Period: 3 July 2023 - 30 November 2023

“**Monthly-Average-Balance (MAB)**” refers to the sum of the daily closing balance of deposits in the Eligible Client’s CASA, divided by the number of days in the same month.

“**Incremental MAB**” refers to total MAB for each the campaign month minus the MAB Baseline.

“**Cooling-Off WM**” means Six (6) business days commencing from booking date of the investment application by the Bank for Selected Unit Trust Funds.

“**Cooling-Off BANCA**” means up to Fifteen (15) calendar days commencing from booking date of the BANCA application by the Bank for Bancassurance.

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.

The term “**Associate Corporations**” shall have the same meaning assigned to it under Section 2(1) of the Financial Services Act 2013 which includes any corporation in which the company holds not less than twenty per cent but not more than fifty per cent of the voting shares or the Islamic Financial Services Act 2013, where applicable. The term “**Related Corporations**” shall have the same meaning assigned to it under Section 7 of the Companies Act 2016 which include the holding company or a subsidiary or a subsidiary of the holding company of the first company.

2 Campaign Period

- 2.1 The Campaign shall **commence on 3 July 2023 and end on 30 November 2023**, both dates are inclusive (“**Campaign Period**”) or such other period(s) as may be determined by the Bank with Prior Notice.

3 Eligible Client

- 3.1 The Campaign is open to all primary and supplementary AmSPB members (“**Eligible Client**”) who are:-
- a) individual aged 18 years old and above;
 - b) maintain individual principal minimum AUM of Ringgit Malaysia Two Hundred Thousand (RM200,000) at the end of Campaign Period.
- 3.2 All 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) are not eligible to participate in this campaign.

Terms and Conditions
AmBank SIGNATURE Priority Banking – Kuala Lumpur Fashion Week
Paris Fashion Week Campaign
(AmSPB – KLFW PFW Campaign)
Campaign Period: 3 July 2023 - 30 November 2023

4 Campaign Mechanics

4.1 The following tabulates the number of Entries that may be earned by the Eligible Client on the specific 'Eligible Transactions' performed:-

Eligible Transactions (By 30 November 2023)	Number of Entries
Sign up for AmSPB membership (New-To-Priority) with minimum AUM of Ringgit Malaysia Five Hundred Thousand (RM500,000)	20
Every Ringgit Malaysia Fifty Thousand (RM50,000) or equivalent incremental Monthly Average Balance (Incremental MAB) in Current Account and/or Savings Account	20
Every Ringgit Malaysia Two Hundred Thousand (RM200,000) or equivalent cumulative investment in any Wealth Management Product	20
Every Ringgit Malaysia One Hundred Thousand (RM100,000) cumulative Annualized New Premium ("ANP") of any Bancassurance product purchase	10
Every Ringgit Malaysia Thirty Thousand (RM30,000) cumulative spend using any AmSPB Credit Card	10

4.2 The total Entries earned are based on AmSPB Primary Accountholder records only and shall be automatically registered to participate in this Campaign.

4.3 The Eligible Current Account/Savings Account ("**Eligible CASA**") in this Campaign are as follows:

- i. Basic Savings Account (BSA);
- ii. Basic Current Account (BCA);
- iii. TRUE Transact Current Account;
- iv. TRUE Savers Account;
- v. Everyday Savings Account;
- vi. Family First Special Savings Account;
- vii. Family First Everyday Account (Family First);
- viii. AmPartner Account;
- ix. AmStar Current Account

4.4 In the event that the Eligible Client has more than one (1) Eligible CASA with the Bank, the combined balances of all accounts of the primary accountholder shall be calculated for the purpose of this Campaign.

4.5 Monthly Average Balance is calculated as below:

$\text{MAB} = \frac{\text{Sum of Daily End Day Balance in a Month}}{\text{Total Number of Days in the Month}}$
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Terms and Conditions
AmBank SIGNATURE Priority Banking – Kuala Lumpur Fashion Week
Paris Fashion Week Campaign
(AmSPB – KLFW PFW Campaign)
Campaign Period: 3 July 2023 - 30 November 2023

4.6 Incremental MAB is calculated as below:

Incremental MAB = Total MAB for each of the campaign month – Baseline MAB															
New to Bank Customer	Baseline: "0"														
Existing to Bank Customer	Baseline: MAB prior to the Campaign Period as of 30 June 2023														
<p><i>Example calculation of incremental MAB:</i></p> <p><i>En Kasim is an existing AmSPB client. His MAB baseline is RM40,000 as of June 2023 and he had deposits monies from July 2023 until November 2023 as per below table.</i></p> <p><i>Every RM50,000 Incremental MAB = 20 Entries</i></p> <p><i>Entries Calculation = (Total Incremental MAB (RM) – MAB Baseline (RM)) / every RM50,000</i></p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr style="background-color: #4F81BD; color: white;"> <th style="text-align: center;">Month</th> <th style="text-align: center;">Monthly Average Balance (MAB) (RM)</th> </tr> </thead> <tbody> <tr> <td>June 2023 (Baseline MAB)</td> <td style="text-align: center;">RM40,000</td> </tr> <tr> <td>July 2023</td> <td style="text-align: center;">RM100,000</td> </tr> <tr> <td>August 2023</td> <td style="text-align: center;">RM80,000</td> </tr> <tr> <td>September 2023</td> <td style="text-align: center;">RM100,000</td> </tr> <tr> <td>October 2023</td> <td style="text-align: center;">RM90,000</td> </tr> <tr> <td>November 2023</td> <td style="text-align: center;">RM90,000</td> </tr> </tbody> </table> <p>Total Incremental MAB = <u>RM100,000 + RM80,000 + RM100,000 + RM90,000 + RM90,000</u></p> <p style="text-align: center;">5 campaign months</p> <p style="text-align: center;">= RM460,000 / 5</p> <p style="text-align: center;">= RM92,000</p> <p>Number of Entries Earned: RM92,000 – RM40,000</p> <p style="text-align: center;">= RM52,000 @ 20 Entries</p>		Month	Monthly Average Balance (MAB) (RM)	June 2023 (Baseline MAB)	RM40,000	July 2023	RM100,000	August 2023	RM80,000	September 2023	RM100,000	October 2023	RM90,000	November 2023	RM90,000
Month	Monthly Average Balance (MAB) (RM)														
June 2023 (Baseline MAB)	RM40,000														
July 2023	RM100,000														
August 2023	RM80,000														
September 2023	RM100,000														
October 2023	RM90,000														
November 2023	RM90,000														

4.7 The Eligible Wealth Management Products ("**Eligible WM Products**") in this Campaign are as follows:

- i. Unit Trust (UT)
- ii. Amanah Saham Nasional Berhad Variable Price Fund (ASN BV)
- iii. Amanah Saham Nasional Berhad Fixed Price Fund (ASN BF)
- iv. Direct Bond
- v. Structured Products
- vi. Dual Currency Investment (DCI)

Terms and Conditions
AmBank SIGNATURE Priority Banking – Kuala Lumpur Fashion Week
Paris Fashion Week Campaign
(AmSPB – KLFW PFW Campaign)
Campaign Period: 3 July 2023 - 30 November 2023

Example calculation of cumulative investment:

Mr Chong performed multiple investments transaction during Campaign Period as per below table.

Every RM200,000 Investment = 20 Entries

Entries Calculation = Total Investment Amount (RM) / every RM200,000

Investment Date	Eligible WM Products	Investment Amount (RM)
15 July 2023	UT	200,000
19 August 2023	Direct Bond	250,000
27 October 2023	ASNBV	500,000
Total		950,000

Number of Entries Earned: RM950,000 / every RM200,000 = 80 Entries

Note:

1. Total investment amount should be calculated at the point of investment less any Cooling Off WM.
2. In the case of Foreign Currency investments, the prevailing foreign currency exchange will be determined based on prevailing rate set by the Bank.

- 4.8 The Eligible Bancassurance Products (“**Eligible BANCA Products**”) in this Campaign are as follows:
- i. Bancassurance Life (“BANCA Life”)
 - ii. Credit Life
 - iii. Bancassurance General (“BANCA General”)

Example calculation of cumulative BANCA:

Miss Lai has purchased Bancassurance during Campaign Period as per below table.

Every RM100,000 Bancassurance = 10 Entries

Entries Calculation = Total Annualised New Premium (“ANP”) / RM100,000

Purchase Date	Eligible BANCA Products	ANP Amount (RM)
1 October 2023	BANCA Life	50,000
15 November 2023	Credit Life	50,000
Total		100,000

Number of Entries Earned: RM100,000 / every RM100,000 = 10 Entries

Note:

1. ANP for Single Premium BANCA Life and Credit Life is computed as 10% of single premium paid.
2. Total ANP amount should be calculated at the point of BANCA purchase less any cancellation/ surrender of BANCA purchase during Cooling-Off BANCA.

- 4.9 The eligible credit card products in this Campaign are as follows:
- i. AmSPB Visa Infinite Credit Card
 - ii. AmSPB The Metal Visa Infinite Credit Card

Terms and Conditions
AmBank SIGNATURE Priority Banking – Kuala Lumpur Fashion Week
Paris Fashion Week Campaign
(AmSPB – KLFW PFW Campaign)
Campaign Period: 3 July 2023 - 30 November 2023

Example calculation of cumulative AmSPB Credit Card:

Mr Kevin is our AmSPB client and holding AmSPB The Metal Visa Infinite Credit Card with his spending through out the Campaign Period as per below table.

Every RM30,000 spends = 10 Entries

Entries Calculation = Total AmSPB Credit Card Spend / RM30,000

Spending Month	Card Spend (RM)
July 2023	10,000
August 2023	15,000
September 2023	5,000
October 2023	20,000
November 2023	10,000
Total	60,000

Number of Entries Earned: RM60,000 / every RM30,000 = 20 Entries

- 4.10 All AmSPB credit card transaction (“**Eligible Card Transaction**”) under Clause 4.1 during the Campaign Period must be used for the purchase of goods or services incurred for the personal use or consumption only not for business purposes. For the avoidance of doubt, Eligible Card Transaction exclude the following transactions:-
- (a) quasi-transactions for betting and/or gaming;
 - (b) on-going monthly instalments under the existing AmFlexi-Pay Program/Easy Payment Plan/Balance Transfer/Quick Cash;
 - (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; 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.
- 4.11 All Eligible Card Transaction made during the Campaign Period must be based on the Malaysian time as captured by the Bank’s transaction records and posted to the Eligible Cardholder’s card account during Campaign Period. The Bank is not responsible for any failure and/or delay in the transmission of evidence of sales transactions due to reasons not within the Bank’s control such as the failure, delay, action or omission on the part of Visa and/or Merchant.
- 4.12 The merchants’ category code (MCC) and the merchants’ description name or any transaction details, tagging or identifications assigned by the merchants’ acquiring bank refer to business establishments or retailers who have agreed to allow the purchase of its goods and services to be charged to credit cards and shall be consistent with the records in the Bank’s system. Any discrepancies between the MCC and the merchant’s description name or any transaction details, tagging or identifications assigned by the merchants’ acquiring bank with the records in the Bank’s system may result in the AmSPB Principal Cardholder being omitted from the Entries earned under this Campaign.

Terms and Conditions
AmBank SIGNATURE Priority Banking – Kuala Lumpur Fashion Week
Paris Fashion Week Campaign
(AmSPB – KLFW PFW Campaign)
Campaign Period: 3 July 2023 - 30 November 2023

- 4.13 The Bank is not responsible for any late posting to the Eligible Client’s account by any merchants and/or third parties which may result in the Eligible Client’s Entries being omitted from the Campaign.
- 4.14 The Bank may communicate interim number of entries from time to time via SMS mailer based on their contact details maintained in the Bank’s system. For avoidance of doubt, final entries earned for Eligible Client will be calculated based on the end of Campaign Period as per table stipulated in Clause 4.1.
- 4.15 Eligible Client who are participating in this Campaign and entitled to receive the rewards, shall not be entitled for other ongoing promotions offered by the Bank.

5 Prize

- 5.1 Eligible Client who are participating will be in a running to win the below prize (“**Prize**”):

Prize	No of Winner
3 days 2 nights hotel accommodation with return Flight Ticket to Paris, France and a Paris Fashion Week in Paris show pass for 2 pax*	Three (3) Winners**

**Date, hotel, type of room, airlines and flight class will be subject to availability and decided by the Bank.*

***All the Winners with their plus-one must be aged 18 years old and above.*

- 5.2 The Bank reserves the right to substitute the Prize with other products of approximately equal value at any time with Prior Notice.
- 5.3 The Prize are non-transferable to any third party and non-exchangeable for cash, credit or any such other kind.
- 5.4 In the event an Eligible Client terminates their AmSPB membership and/or ceases to maintain a minimum of Ringgit Malaysia One (RM1) in their account prior to the Prize being fulfilled, the Bank can disqualify Eligible Client from this Campaign.
- 5.5 The Bank has the discretion to forfeit the Prize in the event all account (s) is/are dormant, closed or terminated.
- 5.6 The Prize are subject to the Terms and Conditions by the ticket issuer. The Bank is not an agent of the ticket issuer and makes no representation as to the fitness for purpose and /or services provided by the ticket issuer. Any dispute about the Prize is to be resolved directly with the ticket issuer.

6 Winner Selection

- 6.1 The Bank’s system shall assign a unique serial number to each and every Entry earned by all Eligible Client during the Campaign Period, which is then used for sorting all Entries in an ascending order. Following this, each Entry is then numbered sequentially starting from 1 for the serial number with the lowest value (“**Sequential Number**”).

Terms and Conditions
AmBank SIGNATURE Priority Banking – Kuala Lumpur Fashion Week
Paris Fashion Week Campaign
(AmSPB – KLFW PFW Campaign)
Campaign Period: 3 July 2023 - 30 November 2023

- 6.2 The total number of Entries will be divided by ten (10) to return the multiplier value for shortlisting minimally ten (10) Eligible Client for the Prize (“**Potential Prize Winners**”).

Example:

1,000 total Entries are divided by 10 to return the multiplier value of 100, which means that the Eligible Client with the 100th and its multiples, i.e. 200th, 300th until 1,000th Entries shall be shortlisted as Potential Prize Winners.

- 6.3 The Potential Prize Winners with the lowest Sequential Number shall be contacted via recorded telephone call at their mobile numbers maintained in the Bank’s system, between 9.00am to 5.00pm from Monday to Friday (except public holidays), within twelve (12) weeks from the end of the Campaign Period. The Bank, at its discretion, may invite the Potential Prize Winner(s) for Video Conference Question and Answer session (“**Q&A Invitation**”)
- 6.4 The Bank shall make three (3) attempts to contact the Potential Prize Winners. If the first contact attempt fails due to reasons such as calls went unanswered, mobile number not in service, no connection or any such reasons, then the Bank shall make two (2) more attempts at the next available time at the Bank’s discretion. If all attempt fails, then the Potential Prize Winners shall be disqualified from winning the said Prize. The next-in-line Potential Prize Winners with the lowest Sequential Number from the list of Potential Prize Winners shall then be contacted to have an opportunity to win the Prize.
- 6.5 The Potential Prize Winners shall agree to attend the Q&A Invitation which will be held jointly by the Bank and KLFW (“**Panel**”). If that Potential Prize Winners do not agree to attend the Q&A Invitation, then the said Potential Prize Winner shall be disqualified from winning and the next-in-line Potential Prize Winners shall be contacted to have an opportunity to win the Prize.
- 6.6 The Potential Prize Winners who attend the Q&A Invitation will be required to undergo an interview session and answer one (1) slogan where Three (3) winners (“**Prize Winner**”) will be selected by the Panel.
- 6.7 To the extent permitted by law, the Bank shall not be responsible for any telephone calls made to the Potential Prize Winners which are incomplete, disconnected, unanswered, or the unavailability of the said Potential Prize Winners at the appointed date and time and/or due to any other such reasons.

7 Prize Winners

- 7.1 The Bank shall notify all Prize 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 as it deems fit for the purpose of announcing the Prize Winners.
- 7.2 The results of Prize Winners shall be announced within twelve (12) weeks after the end of Campaign Period.
- 7.3 Prize 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.
- 7.4 Prize Winners shall agree to allow their trip to be documented by a third-party social media content creator appointed by the Panel.

Terms and Conditions
AmBank SIGNATURE Priority Banking – Kuala Lumpur Fashion Week
Paris Fashion Week Campaign
(AmSPB – KLFW PFW Campaign)
Campaign Period: 3 July 2023 - 30 November 2023

- 7.5 Any photos taken during the campaign programme and trip to Paris Fashion Week in Clause 7.3 and 7.4 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.
- 7.6 The Bank will only bear the cost of prize as stated in Clause 5.1. Any other incidental expenses related to the Prize must be borne solely by the Prize Winners.

8 Disqualification

- 8.1 The Bank reserves the right to disqualify the participation and/or transaction of any Eligible Client for the purpose of this Campaign without having to notify the Eligible Client in the event:
- a) The selected banking activities are received before and/or after the stipulated Campaign Period; or
 - b) The Eligible Client whose accounts are cancelled, terminated for any reason, or suspended for any breach or suspected breach during the Campaign Period; or
 - c) The Eligible Client has provided untrue information or acted fraudulently or wrongfully in any manner during the entry process or throughout the Campaign Period; or
 - d) The Eligible Client has breached or potentially breached the terms and conditions stated herein.

9 General

You are advised to read and understand the terms and conditions herewith and the General Terms and Conditions available at <http://www.ambank.com.my/eng/terms-and-conditions> as participation in this Campaign represents your acceptance to these terms and conditions and the General Terms and Conditions.

- 9.1 This Campaign is not valid with any other promotions of the Bank. No other special, additional or preferential rates shall be given under this Campaign.
- 9.2 The Bank shall have, at any time, the right to cancel, terminate or suspend this Campaign with Prior Notice.
- 9.3 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 part, from time to time, including to vary the Campaign Period as it deems fit, necessary and appropriate, with Prior Notice.
- 9.4 Any notice to be given by the Bank shall be posted in the Bank's official website at www.ambank.com.my or its branches, and any such notice shall be deemed given when so posted at its official website or its branches, whichever is earlier.
- 9.5 Unless expressly stated otherwise, these terms and conditions shall prevail over any other provisions and/or representations contained in any other notices/advertising materials for the Campaign.
- 9.6 The Bank's decision on all matters relating to the availability of the Campaign shall be final and binding on all Eligible Client.
- 9.7 Under no circumstances will the Bank be held liable for any losses or damages, including without limitation to loss of income, profits, goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties, that may arise whether in contract, tort, negligence or otherwise, borne in connection with the Campaign or the Bank having exercised its rights and entitlement under any of these terms and conditions, save and except where such losses and damages were directly attributable to the Bank's gross negligence, wilful default or fraud.

Terms and Conditions
AmBank SIGNATURE Priority Banking – Kuala Lumpur Fashion Week
Paris Fashion Week Campaign
(AmSPB – KLFW PFW Campaign)
Campaign Period: 3 July 2023 - 30 November 2023

- 9.8 The Bank shall not be liable for any default in respect of the Programme 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.
- 9.9 All the Campaign's Terms and Conditions stipulated herein are governed by and construed in accordance with the laws of Malaysia and any legal disputes shall be commenced and heard in courts in Malaysia.
- 9.10 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.
- 9.11 The Eligible Client are required to log in to the Bank's corporate website at <http://www.ambank.com.my/eng/terms-and-conditions> for the latest terms and conditions and updates on the Campaign, if any.
- 9.12 For any assistance and/or feedback related to this Campaign, Eligible Client may contact the AmBank SIGNATURE Priority Banking contact centre at +603-2178 6600 or by e-mailing inquiries/feedback to customercare@ambankgroup.com.