

Terms and Conditions
AmBank SIGNATURE Priority Banking Member-Get-Member Campaign (Oct 22 – Mar 23)
(AmSPB MGM Campaign Oct 22 – Mar 23)
Campaign Period: 1 October 2022 – 31 March 2023

This Amended Terms and Conditions for AmBank SIGNATURE Priority Banking Member-Get-Member Campaign (Oct 22 – Mar 23) will supersede the existing Terms and Conditions with effect from 24 October 2022.

• Clause 4.1c has been amended in blue font to reflect the Priority Online Referral Form under this Campaign.

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

1 Definition

1.1 For the purpose of these terms and conditions, the following words and expressions shall have the meanings 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[Company No.: 196901000166 (8515-D)] (AmBank), a company incorporated in Malaysia under the Companies Act 1965 (repealed by Companies Act 2016) and having its registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur.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 (AmSPB) Member-Get-Member Campaign**” organised by the Bank in accordance with the terms and conditions stipulated herein.

“**Asset Under Management**” refers to AUM i.e. Savings Account + Current Account + Fixed Deposit (FD) + investments but not inclusive of Bancassurance.

“**New-To-Priority Client**” refer to must not be an existing member of AmBank SIGNATURE Priority Banking six (6) months prior to the Campaign Period.

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 1 October 2022 and end on 31 March 2023**, both dates are inclusive (“**Campaign Period**”) or such other period(s) as may be determined by the Bank with Prior Notice.

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3 Eligible Referrer

3.1 The Campaign is open to all AmBank client (“**Referrer**”) who successfully refer a new member (“**Referee**”) to AmSPB and the Referrer must fulfil the following conditions:

- a. A Primary Accountholder;
- b. Has completed and submitted the Referral Form (refer to Clause 4.1c).

4 Campaign Mechanics

4.1 The Campaign details are as specified below:

- a. Referrer must successfully refer a Referee to be entitled for a gift reward, subject to the terms and conditions herein.
- b. Referrer will be eligible for a gift reward for each successful referral made (refer to Clause 4.2) (“**Gift Reward**”).

Number of Successful Referral	Reward
Every successful referral must meet the minimum Asset Under Management (AUM) of Ringgit Malaysia Two Hundred Thousand (RM200,000) at the end of Campaign Period with the condition: 1. Transact/sign up any of Wealth Management Product during Campaign Period.	One (1) unit of Y3.3 iperEspresso Machine <i>or</i> One (1) x Cash Reward of Ringgit Malaysia Three Hundred Fifty (RM350) for each successful referral

Note: Referrer may choose to pledge the Gift Reward to AmBank’s selected charitable organization to support Environmental, Social and Governance (ESG) initiatives to a value of Ringgit Malaysia Four Hundred Fifty (RM450).

- c. To be eligible for this Campaign, the Referrer must provide the name and contact number of a potential Referee to the Bank within the Campaign Period by completing the Member-Get-Member Referral Form (“**Referral Form**”):

- 4.1.1. Any of the Bank’s Branch
- 4.1.2. Relationship Managers of the Bank
- 4.1.3. Priority Online Referral Form at www.ambank.com.my/mgm

4.2 Each referral is considered successful if all criteria below have been fulfilled, subject to terms and conditions herein (“**Successful Referral**”):

- a. Referee must be New-To-Priority Client;
- b. Referee must be at least 18 years old;
- c. Referee must be a new member of AmBank SIGNATURE Priority Banking who has signed up for AmSPB membership by maintaining a minimum Asset Under Management (AUM) of Ringgit Malaysia Two Hundred Thousand (RM200,000.00) at the end of Campaign Period with the condition:
 - i. Transact/sign up any of Wealth Management Product during Campaign Period.

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- d. The Eligible Wealth Management Products (“**Eligible Products**”) in this Campaign are as follows:
 - i. Unit Trust (UT)
 - ii. Amanah Saham Nasional Berhad Variable Price Fund Unit Trust (ASNBV)
 - iii. Direct Bond
 - iv. Structured Products
 - v. Dual Currency Investment (DCI)
 - vi. Bancassurance
- e. For Successful Referral received between 1 October 2022 to 31 December 2022, the AUM of Referee will be determined based on 31 December 2022.
- f. For Successful Referral received between 1 January 2023 to 31 March 2023, the AUM of Referee will be determined based on 31 March 2023.

- 4.3 If a Referee is referred by more than one Referrer, the first Referral Form received by the Bank’s branch shall entitle its Referrer for the Gift Reward upon Successful Referral.
- 4.4 There is no limit on the number of referrals that can be referred by each Referrer throughout the Campaign Period. By completing and submitting the Referral Form, the Referrer is deemed to represent, undertake and confirm the following:
 - a. The Referrer has obtained the consent from the Referee to submit the Referee’s name and contact number to the Bank for the purpose of this Campaign.
 - b. The Referee has no objection to being contacted by the Bank.
 - c. The Referrer has no objection to have the Referrer’s name to be disclosed to the Referee, for the purpose of this Campaign.
- 4.5 Once the Referee has fulfilled Clause 4.2, the Referrer shall be entitled to receive Gift Reward for each successful referral.
- 4.6 Referrer who are participating in this Campaign and entitled to receive the rewards, shall not be entitled for other ongoing promotions offered by the Bank.
- 4.7 All deposits must be in the form of **Fresh Funds only**.

5 Reward

- 5.1 The total cost of rewards for this campaign is capped at Ringgit Malaysia Seventy-Six Thousand Eight Hundred (RM76,800) and it is rewarded based on **First-Come-First-Served Basis**.
- 5.2 In the event there are multiple referrals under one Referral Form, Referrer is allowed to choose One (1) reward option for each successful referral by indicating the preferred reward option in the Referral Form.
- 5.3 The Bank reserves the right to change or exchange the gift rewards into any form of rewards in an equivalent amount, and Referrer will be notified with Prior Notice by way of communications provided in this Campaign.
- 5.4 In the event the Referrer opts for Y3.3 iPerEspresso Machine, the gift fulfillment will be subject to:
 - a) The reward will be delivered to the mailing address specified in the Referral Form within Ninety (90) working days from the end of Campaign Period.

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- b) If any of the reward is unclaimed after two (2) weeks or after two (2) failed delivery attempts, whichever happens first, Referrer must personally collect the reward at the address stated on the courier advice sent to the Referrer. Otherwise, the delivery charges for the reward must be paid by the Referrer as stipulated in clause 5.9 below.
- c) Any reward which are not claimed six (6) weeks after initial delivery date will be forfeited. Referrer whose reward has been forfeited are not entitled to any payment or compensation regardless of the reason for not claiming the reward.
- d) Illy is neither participants nor sponsors for this Campaign.
- e) The reward are not exchangeable or transferable for cash, credit or in kind. The reward shown in the promo website are for illustration purposes only and the actual design may differ.
- f) The fulfilment and delivery of the reward is handled by Cedro Sdn Bhd with its registered address at Lot G35, Ground Floor, Petronas Twin Tower, Kuala Lumpur City Centre, Jalan Ampang, 50088 Kuala Lumpur, Malaysia. By participating in this Campaign, the Referrer agree and consent to their personal information i.e. name, contact number and mailing address being forwarded to Cedro Sdn Bhd for the purpose of delivering the gifts.
- g) Upon receipt of the reward, the Referrer shall check and determine the quality of the reward. The Referrer shall deal directly with manufacturer or Cedro Sdn Bhd for any gifts that are to be replaced due to damage or defect by contacting the manufacturer or vendor through email to finance@cedro.asia within Forty-Eight (48) hours from the receipt of the reward.
- h) The Referrer shall be responsible to pay any delivery charges, service charges and/or other charges relating to any of the reward for a second-time delivery. The Bank shall only be responsible for the delivery charges, service charges and/or other charges relating to the reward for first-time delivery only.
- i) The Bank disclaims any liability, obligation or duty relating to the reward and makes no representation or warranty to the quality of the reward and shall not be responsible to replace any lost, stolen or defective reward due to defects in materials or workmanship by the manufacturer under warranty or otherwise. The Referrer is to deal directly with the manufacturer and/or its authorised dealers for such warranty information, claim, and/or terms and conditions specific to the gifts.

5.5 In the event the Referrer opts for Cash Reward, the Cash Reward fulfillment will be subject to:

- a) Referrer who is participating in this Campaign will receive the Cash Reward upon completing and signing the Referral Form. The cash reward shall be credited into the Eligible Referrer's active Bank's savings/current account within ninety (90) working days after the end of the Campaign period.
- b) The Referrer shall receive a notification via Short Message Service (SMS) upon crediting of the cash reward into their respective accounts by the Bank. The credited Cash Reward shall also be reflected in the Referrer's accounts statement issued after the crediting of the cash reward.
- c) At the time of crediting of the Cash Reward into the Referrer's Current or Savings Account maintained with the Bank, all their accounts with the Bank MUST be in good standing as determined by the Bank at its discretion, (that is, it MUST NOT be in breach of any of the General Terms and Conditions of the Accounts and Services, and/or be invalid or cancelled), otherwise, the Cash Reward will be forfeited.

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- d) The Bank will not entertain any request from the Referrer to credit the cash reward to any other accounts belonging to the Referrer.

6 Disqualification

- 6.1 The Bank shall have the right to cancel the participation of or disqualify any Referrer of AmSPB from participating in the Campaign if it finds or determines that:
 - (a) The said Referrer has provided untrue information or acted fraudulently or wrongfully in any manner during the entry process or throughout the Campaign Period; or
 - (b) The Referrer has breached or potentially breached the terms and conditions stated herein.
- 6.2 All sales staff that are tagged under Retail Distribution, Consumer Segment and Retail Analytics are not eligible to participate in this Campaign.

7 Liability

- 7.1 The Bank shall not be liable for any losses or damages, (such as 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 this 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.

8 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.

- 8.1 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.
- 8.2 The Bank shall have, at any time, the right and discretion to cancel, terminate or suspend this Campaign with Prior Notice.
- 8.3 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 part, from time to time, including to vary the Campaign Period as it deems fit, necessary and appropriate, with Prior Notice.
- 8.4 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. The Bank shall have the right to cancel the participation of or disqualify any eligible member of AmSPB from participating in the Campaign if it finds or determines that:
 - a) The said Referrer has provided untrue information or acted fraudulently or wrongfully in any manner during the entry process or throughout the Campaign Period; or
 - b) The Referrer has breached or potentially breached the terms and conditions herein.
- 8.5 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.

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- 8.6 The Bank's decision on all matters relating to the availability of the Campaign shall be final and binding on all participating Referrers and Referees.
- 8.7 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.
- 8.8 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.
- 8.9 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.
- 8.10 The Referrer 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.
- 8.11 For any assistance and/or feedback related to this Campaign, Referrer may contact the AmBank SIGNATURE Priority Banking contact centre at +603-2178 6600 or by e-mailing inquiries/feedback to customercare@ambankgroup.com.