

Terms and Conditions
AmBank Signature Priority Banking (AmSPB)
Ultimate CashBack Visa Infinite Credit Card-i Campaign
Campaign Period : 1 November 2020 – 31 July 2021

This Amended Terms and Conditions for AmBank SIGNATURE Priority Banking Ultimate CashBack Visa Infinite Credit Card-i Campaign will supersede the existing Terms and Conditions with effect from 1 May 2021.

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

REMINDER: The Eligible Cardholders (as defined below) are hereby reminded to read and understand the terms and conditions below and the additional terms and conditions (if any), which are available at www.ambank.com.my. If the Eligible Cardholders do not understand any of the terms and conditions and the updated terms and conditions (if any), the Eligible Cardholders are advised to discuss with any of the Bank's authorized representative.

The terms and conditions herein (“**Terms and Conditions**”) are in addition to and are to be read together with the AmBank Islamic Berhad (199401009897) (295576-U) (“**Bank**”) relevant credit card agreement (“**Cardholder Agreement**”) which govern the use of the credit card 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 will prevail in so far as it relates to the Campaign (as defined below).

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 the “**AmBank Signature Priority Banking Visa Infinite Credit Card-i Ultimate CashBack Campaign**” organized by the Bank in accordance with the Terms and Conditions as herein stipulated.

Campaign Period

2. The Campaign shall run from **1 November 2020 to 31 July 2021**, both dates are inclusive (“**Campaign Period**”) or such other periods as may be determined at the discretion of the Bank with prior notice of at least five (5) calendar days’ notice (“**Prior Notice**”) to the Eligible Cardholders (as defined below) before the new terms and conditions take effect and published on the Bank’s website at www.ambank.com.my.

Eligible Cardholders and Registration

3. “**Eligible Cardholders**” refers to customers of the Bank who
(a) hold a Principal AmSPB Visa Infinite Credit Card-i or Supplementary AmSPB Visa Infinite Credit Card-i (“**Eligible Card(s)**”) during the Campaign Period as described herein,

“**Eligible Card(s)**” refers to a principal and/or supplementary AmSPB Visa Infinite Credit Card-i only.

but do not include:

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- (i) cardholders of other credit cards, debit cards, prepaid cards, corporate cards or commercial cards, issued by the Bank; and/or
 - (ii) 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.
- (b) AmSPB Client with AUM Qualified with minimum AUM of MYR200,000;
4. For the avoidance of doubt, this Campaign does not require any registration for participation purpose

Eligible Transactions and CashBack Tiers

5. Subject to the terms and conditions herein, all Eligible Cardholders who use their Eligible Cards to perform retail transaction(s) (including online transactions) for the purchase of any goods or services based on the table 1 below will be eligible for CashBack (“**CashBack**”) (“**Eligible Transaction**”) and the percentage of cash back (“**Special CashBack**”) is based on the total AmBank Signature Priority Banking Asset Under Management (“**AUM**”) tiers per Eligible Cardholder for the respective period stated in Clause 6 below.

The total aggregate AUM (in MYR and MYR equivalent) of the Eligible Cardholders at the last day of every calendar month will be used to determine the applicable AUM tiers and CashBack percentage to be applied to Eligible Transactions for same month.

For the avoidance of doubt, a principal or supplementary Eligible Cardholder is only entitled to a maximum of Special CashBack based on retail spend of MYR20,000 and subsequent retail spend will be eligible at 0.2% CashBack for the respective calendar month within the campaign period as stated in Clause 6 below.

Table 1: CashBack percentage and AUM Tiers

	AmSPB AUM	<MYR200K	MYR200K – MYR499K	MYR500K – MYR1.99M	>MYR2M
SPECIAL CASHBACK	First MYR20k spend on retail	0.2%	1.5%	3.5%	5.0%
CASHBACK	Subsequence retail spends	0.2%	0.2%	0.2%	0.2%

Eligible Transaction excludes the following types of Merchant Category Codes (MCC) from retail spend:

- a) Charity MCC – inclusive but not limited to 8398, 8641, 8651, 8661, 8675, 8699
- b) Petrol MCC– inclusive but not limited to MCC 5172, 5541, 5542, 5983
- c) Government Services MCC - range 9000–9999
- d) Quasi Cash transaction MCC (which excludes all Quasi Cash and majority of the e-Wallet transaction) (example: betting and / or gaming transactions) (inclusive but not limited to MCC: 4829, 6010, 6011, 6012, 6050, 6099, 6051, 6211, 6529. 6530, 6531, 6532, 6533, 6534, 6535. 6540)

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6. The Eligible Cardholders who carry out the Eligible Transactions will receive the CashBack on a first-come, first-served basis, according to the transaction time stamp as recorded in the Bank's system and up to a maximum total campaign CashBack of MYR450,000 allocation for this campaign. The campaign will be terminated once the total CashBack limit of MYR450,000 is reached or the campaign end date of **31 July 2021**, whichever is earlier.
7. Only the successful transactions for personal use or consumption will be considered as Eligible Transaction. Any personal transactions that are subsequently cancelled, disputed, refunded, transactions which are unauthorised or fraudulent/subsequently discovered to be unauthorised or fraudulent, or transactions which are under special corporate arrangements where rebates are applicable or for business purposes will be excluded as Eligible Transactions.
8. All Eligible Transactions are as provided in Clause 5 (read together with Clause 7) above and are charged to any Eligible Cardholder's Eligible Card(s) during the Campaign Period must be for the purchase of goods or services incurred for the personal use or consumption of the Eligible Cardholder, and not for business purposes. For the avoidance of doubt, Eligible Transactions 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;
 - (h) transactions which are not defined in Clause 5 (read together with clause 7); and
 - (i) 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.
9. All Eligible Transactions 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.
10. The merchants' category code (MCC) and the merchants' description name or any transaction details, tagging or identifications assigned by the Eligible Merchants' acquiring bank for each of the Eligible Merchants refers to a business establishment or a retailer who has agreed to allow the purchase of its goods and services to be charged to the Card, 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 Eligible Merchants' acquiring bank with the records in the Bank's system may result in the Eligible Cardholder(s) being omitted from the CashBack entitlement under this Campaign.
11. Any determination by the Bank as to what constitutes Eligible Transactions are final, binding and conclusive and all transactions as recorded by the Bank are also final, binding and conclusive.

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12. The CashBack will be credited into the respective Eligible Cardholder's Eligible Card account within twelve (12) weeks from the end of each Campaign Period and the CashBack will be reflected in his/her statement of card account.
13. 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 Eligible Cardholders entitlement for the CashBack.

Disqualification

14. The Bank reserves the right to disqualify the participation of any Eligible Cardholder's for the purpose of this Campaign in the event: -
 - (a) the Eligible Cardholder's Eligible Card account is in default of any facilities granted at any time during the Campaign Period; or
 - (b) the Eligible Cardholder's Eligible Card account is cancelled or closed within twelve (12) weeks from the end of the Campaign Period; or
 - (c) the Eligible Cardholder's has provided untrue information or acted fraudulently in any manner during the Campaign Period; or
 - (d) the Eligible Cardholder has breached any of these Terms and Conditions stipulated herein.

General

15. 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 any part from time to time including to vary the Campaign Period with Prior Notice.
16. 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.
17. The Bank shall, at any time, have the right and discretion to cancel, terminate or suspend the Campaign with Prior Notice. 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.
18. The Bank's decision on all matters relating to the Campaign shall be final and binding and no correspondence or appeal will be entertained. All terms and conditions stipulated herein are governed by and construed in accordance to the laws of Malaysia and any legal disputes will be commenced and heard in the courts located in Kuala Lumpur.
19. To the extent permitted by law, the Bank shall not be liable to the Eligible Cardholders when any Force Majeure event occurs. "**Force Majeure**" refers to any unforeseen events and/or circumstances which are not within the reasonable control of the Bank, which the Bank is unable to prevent, avoid or remove such as fire, earthquake, flood, epidemic, pandemic, accident, explosion, casualty, lockout, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war or act of God.
20. The Bank would not be liable to any Eligible Cardholder for any damage or losses suffered, including loss of goodwill, income or profits or consequential, direct or indirect, exemplary,

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incidental, punitive or special damages, arising from the Eligible Cardholders' 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 are directly attributable to the Bank's gross negligence, wilful default or fraud.

21. All disputes 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.
22. The Eligible Customer(s) is required to log on the Bank's corporate website for any Campaign updates and refer to <http://www.ambank.com.my/eng/terms-and-conditions> for the latest terms and conditions, if any.
22. For any assistance and/or feedback related to this Campaign, the Eligible Cardholders may contact the Bank's contact centre at **+603-2178 8888** or email to customercare@ambankgroup.com.