

## AmBank “Apply, Spend & Get Cash Back Campaign”

### Terms and Conditions

The “Bank” means both AmBank (M) Berhad (8515-D) (“AmBank”) and AmBank Islamic Berhad (295576-U) (“AmBank Islamic”). The terms and conditions herein are to be read together with the standard terms and conditions of the Bank’s relevant Credit Card/-i agreement(s) (including but not limited to the Bank’s MasterCard/Visa Agreement) (collectively referred to as “**Cardholder Agreement**”). In the event of discrepancies or inconsistencies between the Campaign’s terms and conditions and the Cardholder Agreement, the Campaign’s terms and conditions shall prevail in so far as it concerns the Campaign.

### Campaign

1. The “**Campaign**” means “**Apply, Spend & Get Cash Back**” organised by the Bank in accordance with the Terms and Conditions as herein stipulated.

### Campaign Period

2. The Campaign period is from **1 July 2018 to 31 August 2018** (both dates inclusive) and cards approved successfully by 14 September 2018 (“**Campaign Period**”).

### Eligibility

3. Subject to Clause 4 below, the Campaign is open to the following categories of individual who, during the Campaign Period, applies for any one or more of the following “**Participating Credit Card/-i**”:

Eligible Cardholder	Descriptions	Participating Credit Card/-i
<b>“Category 1”: New-To-Bank Cardholders who currently do not hold any AmBank Platinum Card/-i, AmBank Gold Card/-i, TRUE Visa Card, AmBank Cosway Card</b>	Any individual who applies for any one or more of the Participating Credit Card/-i for the first time	<u>AmBank Credit Card/AmBank Islamic Credit Card-i:</u> AmBank Platinum Mastercard/-i, AmBank Platinum VISA/-i, AmBank Gold Mastercard/-i, AmBank Gold VISA/-i, AmBank Carz Platinum MasterCard/-i, AmBank Carz Gold VISA/-i, TRUE by AmBank Visa Credit Card, AmBank Cosway Platinum MasterCard, AmBank Cosway Gold MasterCard
<b>“Category 2”: New-To-Bank Cardholders who currently do not hold any AmBank Visa Infinite Card/-i, AmBank SIGNATURE Priority Banking Visa Infinite, AmBank SIGNATURE Priority Banking World Mastercard, AmBank World Mastercard/-i, AmBank Visa Signature Card/-i</b>	Any individual who applies for any one or more of the Participating Credit Card/-i for the first time	<u>AmBank Credit Card/AmBank Islamic Credit Card-i:</u> AmBank Visa Infinite Card/-i, AmBank World Mastercard/-i, AmBank SIGNATURE Priority Banking Visa Infinite, AmBank SIGNATURE Priority Banking World Mastercard, AmBank Visa Signature Card/-i

<p><b>“Category 3”:</b>  <b>New-To-Bank Cardholders who currently do not hold any AmBank Credit Card and AmBank BonusLink Visa Card</b></p>	<p>Any individual who applies for any one of the Participating Credit Card and AmBank BonusLink Visa card for the first time</p>	<p><u>AmBank Credit Card:</u>  AmBank BonusLink Visa Card, AmBank Platinum Mastercard, AmBank Platinum VISA, AmBank Gold Mastercard, AmBank Gold VISA, AmBank Carz Platinum MasterCard, AmBank Carz Gold VISA, TRUE by AmBank Visa Credit Card, AmBank Cosway Platinum MasterCard, AmBank Cosway Gold MasterCard, AmBank Visa Infinite Card, AmBank World Mastercard, AmBank SIGNATURE Priority Banking Visa Infinite, AmBank SIGNATURE Priority Banking World Mastercard, AmBank Visa Signature Card</p>
<p><b>“Category 4”:</b>  <b>Existing-To-Bank Cardholders</b></p>	<p>Existing cardholder who applies for AmBank BonusLink Visa Card as a new principal and/or supplementary card</p>	<p>AmBank BonusLink Visa Signature Card, AmBank BonusLink Visa Platinum Card, AmBank BonusLink Visa Gold Card</p>

4. The following are **NOT** qualified to participate in this Campaign:

- (a) Eligible Cardholders with the newly Participating Credit Card/-i approved before and/or after the Campaign Period;
- (b) Existing Principal AmBank Islamic Credit Card-i cardholders who had applied for an AmBank BonusLink Visa card only;
- (c) AmBank Group staff;
- (d) A former AmBank/AmBank Islamic Cardholder whose Credit Card/-i was cancelled less than twelve (12) months from the start of the Campaign Period;
- (e) Any newly approved Participating Credit Card/-i that has been suspended, cancelled or terminated during the Campaign Period;
- (f) Cardholder who is in default of payment of sums due or suspected of committing any fraudulent, unlawful and illegal acts in relation to the Cardholder’s Credit Card/-i account, and/or any other facilities or services with the Bank;
- (g) Cardholders who have participated or are participating in any other concurrent AmBank Credit Card/AmBank Islamic Credit Card-i sign-up promotion via any channels either by AmBank/AmBank Islamic or authorised third parties.

(hereinafter collectively referred to as the “**Eligible Cardholders**”).

### **Participation Criteria and Eligible Spend**

5. Eligible Cardholders must during the Campaign Period:

- (a) Apply for any Participating Credit Card/-i and the card(s) must be successfully approved within the Campaign Period;
- (b) Enroll for marketing communications in the Bank’s Credit Card/-i application form;
- (c) Activate the newly approved card(s);
- (d) Perform the minimum cumulative Eligible Spend within sixty (60) days from card anniversary date in accordance with the Gift Entitlement as set out in Clause 18
  - i. RM2,000 using any Participating Credit Card/-i except AmBank BonusLink Visa card; and/or
  - ii. RM500 using AmBank BonusLink Visa Card; or

- iii. Perform a 12-month 0% Balance Transfer using any Participating Credit Card/-i (minimum amount of RM4,000).
- (e) Be an Active AmOnline account/user.

(hereinafter collectively referred to as the “**Participation Criteria**”).

6. For the purpose of this Campaign, “**Eligible Spend**” means retail transactions (including online transactions) for the purchase of any goods or services (local and international) with the use of any newly approved Participating Credit Card/-i applied during the Campaign Period and may, at the Bank’s absolute discretion, include any card transaction determined by the Bank **except** for the following transactions:
- (a) Easy Payment Plan (EPP), Balance Transfer (BT), QuickCash (QC) and Cash Advance; and/or
  - (b) Any form of refund; and/or
  - (c) Any dispute, unauthorised or fraudulent retail transaction; and/or
  - (d) Interest/Management Fee payments, late payment charges, charges for cash withdrawals, Goods and Services Tax and any other form of service/miscellaneous fees.

### **0% Balance Transfer Mechanics**

7. The minimum amount for the Balance Transfer shall be RM4,000 and maximum amount shall not exceed RM30,000 per Cardholder and applicable to Balance Transfer from Credit Card/-i or charge card of other banks (“**Balance Transfer Amount**”). Approval is subject to the Cardholder’s available credit limit.
8. The instalment tenure of the Balance Transfer shall be twelve (12) months or such other period as specified by the Bank from time to time with prior notice of at least 21 calendar days’ notice to Cardholders before the new terms and conditions take effect. Each instalment amount will be proportionately computed and billed accordingly to the Cardholder’s Card’s Account on the billing date of each month and over the instalment tenure and/or until the full settlement of the instalments. E.g. for approved Balance Transfer amount of RM4,000, the monthly instalment is computed as follows:  $RM4,000/12 \text{ months} = \text{First month } RM337.00, \text{ subsequent month } RM333.00 \text{ for } 11 \text{ months}.$
9. In accordance with the Cardholder Agreement, if the instalment amount is not paid in full on the payment due date, the prevailing Card interest or finance charge/management fee rate or such rate as prescribed by the Bank with prior notice of at least 21 calendar days’ notice to Cardholders before the new terms and conditions take effect from time to time at the Bank’s absolute discretion will be chargeable on the outstanding principal amount remaining unpaid on the due date from the posting date until the full payment is credited into the Cardholder’s account.
10. All outstanding instalments with its respective interest/management fee for the entire instalment tenure shall immediately become due and payable in any early settlement. For the avoidance of doubt, any cancellation of the Card shall be regarded as an early settlement under the Campaign and the Bank shall have the right to claim and be paid with all outstanding instalments with its respective interest/management fee for the entire instalment tenure and/or until the full settlement of the outstanding instalments, due to the aforesaid reason.
11. Regardless of whether an Event of Default (as defined under the Cardholder Agreement) has occurred, the Bank shall be entitled at its absolute discretion at anytime, without having to assign any reason to the Cardholder to terminate the Campaign facility made available to the Cardholder, whereupon all outstanding monthly instalments with the respective interest rate/management fee shall immediately become due and payable upon the Bank’s demand of the same by notice in writing to the Cardholder. All such outstanding Balance Transfer amount will be shown in the monthly statement and the Cardholder shall pay the same in accordance to the provisions of these terms and conditions and the

Cardholder Agreement in default of which, the Bank shall be entitled to exercise its rights herein and under the Cardholder Agreement.

12. The Bank may defer, suspend or reject any application for the Campaign in the event but not limited to, if the outstanding balance or amount requested exceeds the Cardholder's credit limit, or the outstanding balance or amount requested does not meet the minimum prescribed transfer or requested amount, or if the Cardholder's account has insufficient available balance, or such other reason as may be deemed fit by the Bank at its absolute discretion. Where the Cardholder's application is successful, payment to Credit Card/-i accounts with the other Credit Card/-i issuers/financial institutions will be made in the manner provided herein.
13. Signature of the Cardholder on the application form or consent obtained via phone call will be deemed conclusive proof of the Cardholder's instruction to the Bank to directly settle and pay the outstanding balance of the Credit Card/-i or charge card provided by other card issuers/financial institutions to the requested credit card issuers/financial institutions, on behalf of the Cardholder.
14. The Balance Transfer Amount shall be reserved from the total credit limit of the Cardholder and shall not be made available for usage. A corresponding amount of the instalment paid by the Cardholder will be progressively restored on monthly basis into the Cardholder's credit limit subject to application of payment under Clause 9.
15. This Campaign shall be made applicable in the following events:
  - (a) It is applicable on outstanding balance of Credit Card/-i or charge card transferred from other card issuers' credit or charge card issued in Malaysia only.
  - (b) Payment to the respective card issuer/financial institution(s) shall be effected by the Bank upon approval of the Campaign application. The amount payable is as approved by the Bank and as per transcribed on the application form or obtained via phone call.
  - (c) Payment of the Balance Transfer Amount will be made to the respective card issuer/financial institution via direct credit to respective card issuer's/financial institution's account via InterBank GIRO.
  - (d) Notwithstanding the terms and conditions herein, the Cardholder shall continue and remain liable to the card issuers/financial institutions for the facilities enjoyed by the Cardholder in accordance to the terms governing the same.
  - (e) The Bank in implementing the Campaign shall not be liable to the Cardholder for any interest or finance charges/management fee imposed by the other card issuers/financial institutions caused by a delay or failure on the part of the Bank in paying the outstanding balance, notwithstanding the Bank's approval of the Cardholder's balance transfer application, to the other card issuers/financial institutions concerned.
  - (f) The Bank has the absolute right to approve and transfer the whole or part of the amount applied for. The Bank is not obliged to assign any reason to the Cardholder in respect of its decision.
16. Payments made by the Cardholder to the Credit Card/-i Account will be used to pay off outstanding amounts that attract the highest finance charges/management fee rate first.
17. The Bank shall be entitled to debit RM100.00 from the Cardholder's account for any early settlement of the amount ahead of the instalment tenure (not applicable to M-Card). All outstanding instalments on principal with its respective interest/management fee for the entire tenure shall immediately become due and payable in any early settlement. For the avoidance of doubt, any cancellation of the Card shall be regarded as an early settlement under the Campaign and the Bank shall similarly be entitled to debit the amount of RM100.00 from the Cardholder's account and shall have the right to

claim and be paid with all outstanding instalments on principal for the entire tenure, due to the aforesaid reason.

### Gift Entitlement

18. Upon satisfying the Participation Criteria and Eligible Spend in Clauses 5 and 6 above, Eligible Cardholders who meet the Eligible Spend first will be getting one (1) unit of RM100 Cash Back (“**Welcome Offer 1**”) or one (1) unit of RM200 Cash Back (“**Welcome Offer 2**”) on a first-come, first-served basis and/or 5,000 BonusLink points (“**Welcome Offer 3**”) based on the allocated units per month listed below (“**Gift**”):

Eligible Cardholder	Participation Criteria and Eligible Spend	Gift Category	Gift Allocations
<b>Category 1</b>	(a) Perform minimum cumulative Eligible Spend amount of RM2,000 using any newly approved Participating Credit Card/-i within sixty (60) days from card anniversary date	1 unit x Welcome Offer 1	(a) First 1,000 units of Welcome Offer 1 and Welcome Offer 2 every month  (b) First 6,000 units of Welcome Offer 3 every month
<b>Category 2</b>	(a) Perform minimum cumulative Eligible Spend amount of RM2,000 using any newly approved Participating Credit Card/-i within sixty (60) from card anniversary date	1 unit x Welcome Offer 2	
<b>Category 3</b>	(a) Perform minimum cumulative Eligible Spend amount of RM2,000 using any newly approved Participating Credit Card within sixty (60) from card anniversary date; <b>and</b>  (b) Perform minimum cumulative Eligible Spend amount of RM500 using the newly approved AmBank BonusLink Visa card within sixty (60) days from card anniversary date	1 unit x Welcome Offer 1; <b>or</b> 1 unit x Welcome Offer 2 <b>and</b> 1 unit x Welcome Offer 3	
<b>Category 4</b>	(a) Perform minimum cumulative Eligible Spend amount of RM500 using the newly approved AmBank BonusLink Visa card within sixty (60) from card anniversary date	1 unit x Welcome Offer 3	
<b>Category 1, Category 2 and Category 3</b>	(a) Perform a 12-month 0% Balance Transfer (minimum amount of RM4,000) within sixty (60) days from card anniversary date	1 unit x Welcome Offer 1	

19. An Eligible Cardholder is only entitled to one (1) Welcome Offer 1 or one (1) Welcome Offer 2 upon meeting the required criteria listed in Clause 18, regardless of the number of the Credit Card/-i applied during the Campaign Period. The highest Participating Credit Card/-i will be selected to participate in this Campaign. Cardholder will not get rewarded if there is no spending with the principal Credit Card/-i.

20. The card spending amount will be calculated, with a grace period of five (5) calendar days for transactions to be posted. The Bank is not responsible in any manner whatsoever for any late posting to Cardholder’s account by merchants and/or third party.

21. All application forms with complete documents must be submitted and received by the Bank within the Campaign Period. Proof of postage does not constitute receipt of application by the Bank. The Bank's date of receipt of application shall prevail.

### Gift Fulfilment

22. Welcome Offer 1, Welcome Offer 2 and Welcome Offer 3 will be credited to the qualified Principal Cardholders' account as captured in the Bank's record between eight (8) to ten (10) weeks after meeting the sixty (60) days eligible spending period as listed in Clause 18.

Credit Card/-i Anniversary Date	Sixty (60) days spending period from Credit Card/-i Anniversary Date	Gift Credited in Principal Cardholders' Account
1 July 2018 – 31 July 2018	1 July 2018 – 30 Sep 2018	Nov 2018
1 Aug 2018 – 14 Sep 2018	1 Aug 2018 – 14 Nov 2018	Jan 2019

23. In the event where a Category 3 cardholder having the same month as the month of the anniversary date of both credit card and AmBank BonusLink Visa card, this cardholder will receive one (1) Welcome Offer 1 or one (1) Welcome Offer 2 and one (1) Welcome Offer 3 upon fulfilment of the Participation Criteria listed in Clause 5.
24. Visual of the Gift shown in printed materials and/or website are for illustration purpose only.
25. The Gift is not exchangeable for credit or any other kind of products and not transferable to any parties.
26. At the time of crediting the Gift as per Clause 22, all Participating Credit Card/-i account(s) of the Cardholder must be PIN activated, active AmOnline account/user and in good standing during the Campaign Period in order to be eligible for the Gift upon meeting the required criteria.
27. The Bank will not entertain any request from any Eligible Cardholders or any other person to credit the Cash Back to the Eligible Cardholder's other account or any third party's account.

### General terms and conditions

28. By participating in this Campaign, each and every Customer and Cardholder agrees that they have read, understood the terms and conditions herein and agree to be bound by the decision of the Bank and this Campaign's terms and conditions and any other relevant terms and conditions that the Bank may impose from time to time with at least five (5) calendar days' notice in the Bank's website before the new terms and conditions take effect.
29. The Bank shall not be responsible or liable for any failure by any Cardholder to participate in the Campaign at any time due to any network, communication or system error, interruption and/or failure.
30. The Bank reserves the right to reject or approve the Cardholder's Credit Card/-i application under this Campaign at its absolute discretion without providing any reason or prior notification to the Cardholder.

31. Notwithstanding any provision to the contrary herein, it is agreed that the Bank shall not be held liable for any costs, expenses or damages that may be incurred or suffered as a result of the Bank being unable to comply strictly with the terms and conditions of this Campaign due to the occurrence of an event of force majeure. The term “force majeure” shall mean any event or cause outside the control of the Bank, including without limiting the generality of the foregoing:
- (a) a revolution, civil commotion, riots, wars, terrorism, hostilities, sabotage, armed conflict, embargoes;
  - (b) explosions, accidents, acts of God, natural catastrophes including but not limited to earthquake, floods, storms, landslides, fire;
  - (c) strike, lockouts, labour disputes or other industrial disturbances (affecting the performance of this terms and conditions) which cause or can reasonably be expected to cause the Bank to fail to comply with its obligations;
  - (d) failure, explosions, breakage or accident to machinery, installations, electrical cables, lines, power generation plants, power stations, national electricity grid, high tension electricity cables or the like thereof.
32. Cardholders shall be required to adhere to the Campaign’s terms and conditions. The Bank reserves the right to forfeit the Gift(s) in the event any of the terms and conditions is not adhered to.
33. The terms and conditions contained herein as well as the Bank’s decision on all matters relating to this Campaign including the card approval decision shall be final, conclusive and binding on all Cardholders who participate in this Campaign and no correspondence will be entertained.
34. The Bank reserves the right to change, amend, delete or add on to these terms and conditions and to cancel, terminate, suspend or extend this Campaign with at least five (5) calendar days’ notice via publication on the Bank’s website before the new terms and conditions take effect. Cardholder is advised to refer to [ambank.com.my](http://ambank.com.my) from time to time for the latest terms and conditions.
35. The Cardholders shall not be entitled to claim for any compensation against the Bank for any and all loss and damage suffered by the Cardholders whether as a direct or indirect result of the act of amendments, cancellation, termination or suspension of this Campaign.
36. The Bank reserves the right to:
- (a) decline the eligibility of any Cardholder to participate in the Campaign for any reason whatsoever as the Bank may in its absolute discretion deem fit. In particular, the Bank shall have the absolute right to decline the eligibility of a Cardholder who has performed an “Eligible Spend” within the meaning of these terms and conditions, in a manner or pattern which the Bank deems to be abnormal, irregular and/or is indicative of an attempt to obtain an unfair advantage over other Cardholders with normal/regular spending patterns, and the Bank’s decision in this matter shall be final and conclusive on all Cardholders;
  - (b) forfeit the Gift(s) in the circumstance where there is reversal of Eligible Spend or cancellation of Credit Card/-i during the Campaign Period and/or at the point of fulfilment of the Gift; or non-adherence to the terms and conditions herein;
  - (c) amend the total units allocated for Gift(s) and/or replace the Gift(s) herein with a similar value at its absolute discretion, by way of posting on the website, or in any other methods which the Bank deem practical, in order to give prior notice to qualified Principal Cardholders.
37. Cardholder is advised to read and understand and accept the AmBank Group Privacy Notice, which is available on the Bank’s website ([ambank.com.my](http://ambank.com.my)) and Bank branches.

38. The Bank may disclose the Cardholder's information only to third parties appointed by the Bank for the purpose of banking operations that provide for this Campaign. By participating in this Campaign, the Cardholder is giving consent to such disclosure.
39. By participating in this Campaign, the Cardholder hereby consent to and agree that the Bank shall be at liberty to publish or display materials and/or information, including but not limited to their names and photographs without compensation for advertising and publicity purposes in any manner the Bank deems appropriate.
40. All 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 Kuala Lumpur.
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