

## AmBank “Apply, Spend & Get Cash Back 2 Campaign”

### Terms and Conditions

#### Note: Extension of campaign period to 30 November 2018

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 (“**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 2**” organised by the Bank in accordance with the Terms and Conditions as herein stipulated.

#### Campaign Period

2. The Campaign period is from **1 September 2018 to 30 November 2018** (both dates inclusive) and cards approved successfully by **14 December 2018** (“Campaign Period”).

#### Eligibility

3. The Campaign is open to the following “**Eligible Cardholders**”:
  - (a) “**New-To-Bank**”:
    - i. Any individual that do not hold any AmBank Principal Credit Card and/or AmBank Islamic Principal Credit Card-i; or
    - ii. Any existing AmBank Principal Credit Card and/or AmBank Islamic Principal Credit Card-i cardholders who has cancelled their card(s) for more than twelve (12) months **from the start of the campaign date**; or
    - iii. Any existing AmBank Supplementary cardholders who apply for any new AmBank Principal Credit Card and/or AmBank Islamic Principal Credit Card-i.
  - (b) “**Existing-To-Bank**”:
    - i. Any individual that hold any AmBank Principal Credit Card and/or AmBank Islamic Principal Credit Card-i.
4. Applicable to AmBank/AmBank Islamic Visa Infinite Card/-i, World MasterCard/-i, Visa Signature Card/-i, Platinum Card/-i, Gold Card/-i, CARz Card/-i, AmBank TRUE Visa Card/-i, AmBank BonusLink Visa credit card and AmBank Cosway Card, AmBank SIGNATURE Priority Banking World Mastercard/-i and Visa Infinite Card/-i only **except** Insurance Card and Corporate Card collectively (hereinafter referred as “**Participating Credit Card(s)/-i**”).
5. Subject to Clause 3 and Clause 4 above, Eligible Cardholders and Participating Credit Card/-i are divided into five (5) categories as below:

Eligible Cardholder	Descriptions	Participating Credit Card/-i
<b>Category 1 New-To-Bank</b>	Any individual who applies for any one or more of the Participating Credit Card for the first time.	<u>AmBank Credit Card :</u> AmBank Visa Infinite Card, AmBank World Mastercard, AmBank SIGNATURE Priority Banking Visa Infinite, AmBank SIGNATURE Priority Banking World Mastercard, AmBank Visa Signature Card, AmBank Platinum Card, AmBank Gold Card, AmBank Carz Card, TRUE Visa Card, AmBank Cosway MasterCard
<b>Category 2 New-To-Bank</b>	Any individual who applies for any one or more of the Participating Credit Card-I for the first time	<u>AmBank Islamic Credit Card-i:</u> AmBank SIGNATURE Priority Banking Visa Infinite-i, AmBank SIGNATURE Priority Banking World Mastercard-i, AmBank Visa Infinite Card-i, AmBank World Mastercard-i, AmBank Visa Signature Card-i, AmBank Platinum Card-i, AmBank Gold-i, AmBank Carz Card-i, True Visa Card-i
<b>Category 3 New-To-Bank</b>	Any individual who applies for any one of the Participating Credit Card and AmBank BonusLink Visa Card for the first time.	<u>AmBank Credit Card:</u> AmBank BonusLink Visa Card, AmBank Platinum Card, AmBank Gold Card, AmBank Carz Card, TRUE Visa Card, AmBank Cosway Card, AmBank Visa Infinite Card, AmBank World Mastercard, AmBank SIGNATURE Priority Banking Visa Infinite, AmBank SIGNATURE Priority Banking World Mastercard, AmBank Visa Signature Card
<b>Category 4 Existing-To-Bank</b>	Existing cardholder who applies for an AmBank BonusLink Visa Card as a new principal and/or supplementary card.	<u>AmBank Credit Card:</u> AmBank BonusLink Visa Signature Card, AmBank BonusLink Visa Platinum Card, AmBank BonusLink Visa Gold Card
<b>Category 5 New-To-Bank Supplementary Card</b>	Existing Principal cardholder who add on new supplementary card(s) of the Participating Credit Card/-I to his/her card account with the condition that the supplementary cardholder is not an existing-to-Bank cardholder.  Note: 1) Capped at maximum 3 new supplementary cardholders regardless how many	<u>AmBank/AmBank Islamic Credit Card/-i:</u> AmBank Visa Infinite Card/-i, AmBank World Mastercard/-i, AmBank SIGNATURE Priority Banking Visa Infinite/-i, AmBank SIGNATURE Priority Banking World Mastercard/-i, AmBank Visa Signature Card/-I, AmBank Platinum Card/-i, AmBank Gold Card/-i, AmBank Carz Card/-i, TRUE Visa Card/-i, AmBank Cosway Card

	supplementary card/-i approved 2) Cashback will be credited to the supplementary card account holder.	
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6. The following are **NOT** qualified to participate in this Campaign:
- (a) Any 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 apply for any AmBank BonusLink Visa Card as their additional principal and/or supplementary card during the Campaign Period;
  - (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.

### Participation Criteria and Eligible Spend

7. 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) Activate the newly approved card(s);
  - (c) 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 9
    - i. RM500 using any Participating Credit Card; and/or
    - ii. RM500 using any Participating Credit Card-I; and/or
    - ii. RM500 using AmBank BonusLink Visa Card; or

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

8. 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.

## Gift Entitlement

9. Upon satisfying the Participation Criteria and Eligible Spend in Clauses 7 and 8 above, Eligible Cardholders who meet the Eligible Spend first will be getting:-

- a. one (1) unit of RM30 Cash Back (“**Welcome Offer 1**”) under AmBank; and/or
- b. one (1) unit of RM30 Cash Back (“**Welcome Offer 1**”) under AmBank Islamic; and/or
- c. 5,000 BonusLink points (“**Welcome Offer 2**”)

On a first-come-first-serve basis 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 RM500 using any newly approved Participating Credit Card within sixty (60) days from card anniversary date	1 unit x Welcome Offer 1	First-come-first-serve basis  (a) Welcome Offer 1 capped at RM450,000 throughout the campaign  (b) Welcome offer 2 capped at 6,000 units every month
<b>Category 2</b>	(a) Perform minimum cumulative Eligible Spend amount of RM500 using any newly approved Participating Credit Card-i within sixty (60) from card anniversary date	1 unit x Welcome Offer 1	
<b>Category 3</b>	(a) Perform minimum cumulative Eligible Spend amount of RM500 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>and</b>  1 unit x Welcome Offer 2	
<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 2	
<b>Category 5</b>	(a) Perform minimum cumulative Eligible Spend amount of RM500 using any newly approved Participating Supplementary Credit Card/-i within sixty (60) from card anniversary date	1 unit x Welcome Offer 1 (capped at first 3 NEW supplementary cardholder only)	

10. An Eligible Cardholder who is the principal AmBank/AmBank Islamic cardholder is only entitled to one (1) Welcome Offer 1 per person per entity or one (1) Welcome Offer 2 upon meeting the required criteria listed in Clause 9, 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. Entity refers to AmBank and AmBank Islamic respectively.

11. An Eligible Cardholder who is the supplementary AmBank/AmBank Islamic cardholder is only entitled to one (1) Welcome Offer 1 per person per entity or one (1) Welcome Offer 2 upon meeting the required criteria listed in Clause 9, regardless of the number of the Supplementary Credit Card/-i applied during the Campaign Period. Welcome Offer 1 for Eligible Supplementary cardholder is capped at maximum three (3) supplementary cardholders regardless of entity.
12. 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.
13. 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

14. Welcome Offer 1 and Welcome Offer 2 will be credited to the qualified Principal / Supplementary 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 9.

Credit Card/-i Anniversary Date	Sixty (60) days spending period from Credit Card/-i Anniversary Date	Gift Credited in Principal Cardholders' Account
1 Sept 2018 – 30 Sept 2018	1 Sept 2018 – 30 Nov 2018	Jan 2019 to mid-Feb 2019
1 Oct 2018 – <b>14 Nov</b> 2018	1 Oct 2018 – <b>14 Dec</b> 2018	Feb 2019 to mid-Mar 2019

15. 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 and one(1) Welcome Offer 2 upon fulfilment of the Participation Criteria listed in Clause 7.
16. Visual of the Gift shown in printed materials and/or website are for illustration purpose only.
17. The Gift is not exchangeable for credit or any other kind of products and not transferable to any parties.
18. At the time of crediting the Gift as per Clause 14, all Participating Credit Card/-i account(s) of the Cardholder must be PIN activated and in good standing during the Campaign Period in order to be eligible for the Gift upon meeting the required criteria.
19. 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

20. By participating in this Campaign, each and every Customer and Eligible Cardholder agrees that they have read, understood the Campaign's 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.

21. The Bank shall not be responsible or liable for any failure by any Eligible Cardholder to participate in the Campaign at any time due to any network, communication or system error, interruption and/or failure.
22. The Bank reserves the right to reject or approve the Eligible Cardholder's Credit Card/-i application under this Campaign at its absolute discretion without providing any reason or prior notification to the Eligible Cardholder.
23. 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 Campaign's terms and conditions 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 Campaign's 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.
24. Eligible 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 Campaign's terms and conditions is not adhered to.
25. The Campaign's 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 Eligible Cardholders who participate in this Campaign and no correspondence will be entertained.
26. The Bank reserves the right to change, amend, delete or add on to these Campaign's 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. Eligible Cardholders are advised to refer to [ambank.com.my](http://ambank.com.my) from time to time for the latest terms and conditions.
27. The Eligible Cardholders shall not be entitled to claim for any compensation against the Bank for any and all loss and damage suffered by the Eligible Cardholders whether as a direct or indirect result of the act of amendments, cancellation, termination or suspension of this Campaign.
28. The Bank reserves the right to:
  - (a) decline the eligibility of any Eligible 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 Eligible Cardholders with normal/regular spending patterns, and the Bank's decision in this matter shall be final and conclusive on all Eligible 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 Eligible Cardholders.

29. Eligible 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.
30. The Bank may disclose the Eligible 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 Eligible Cardholder is giving consent to such disclosure.
31. By participating in this Campaign, the Eligible 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.
32. 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 Kuala Lumpur.

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