

Terms and Conditions
AmBank – Bask Bear Coffee Get Your Caffeine Fix On Us
(365 Days)
Campaign Period: 9 March 2023 – 30 June 2023

REMINDER: Eligible members (as defined below) are hereby reminded to read and understand the terms and conditions below, any updated terms and conditions (if any) 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 representatives.

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[Company No.: 196901000166 (8515-D)] (AmBank), a company incorporated in Malaysia under the Companies Act 1965 (repealed by Companies Act 2016) and having its registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur.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-Bask Bear Coffee’s Get Your Caffeine Fix On Us**” 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.

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.

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2 Campaign Period

2.1 The Campaign shall **commence on 9 March 2023 and end on 30 June 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 AmBank account holders who have conducted a banking transaction at either AmBank Bandar Baru Bangi, AmBank Sungai Dua or AmBank Lagenda Heights (“**Eligible Client**”) who are:

- a) a Primary Accountholder;
- b) Individual aged 18 years old and above.

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.

4 Campaign Mechanics

4.1 Eligible Client are required to perform the below banking activities during the Campaign Period and shall be entitled to earn entries as specified below.

Eligible Transactions (By 30 June 2023)	Number of Entries
Open a New To Bank account (Current/Savings) with minimum balance of RM1,000-00 at the end of the campaign period	5
Every fresh fund of RM1,000-00 in CASA at the end of the campaign period (Baseline as of 28 Feb 2023)	5
Place a minimum Fixed Deposit/Term-Deposit-I of minimum value RM5,000-00	5
Every approved Credit Card (<i>excluding supplementary cards</i>)	5
Every ASB or Personal Financing (public/private sector), Mortgage or AmMoneyLine application that is submitted during the campaign period and disbursed or accepted by 31 July 2023	10
Every Banca Life product that is submitted during the campaign period with policy issued by 31 July 2023	20
Every investment in Unit Trust/ASN BV Product with minimum placement of RM5,000-00	20

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

4.10 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**”):

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Prize	No of Winner
365 Cups of Coffee For 365 Days	Ten (10) Winners

- 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 Prizes are non-transferable to any third party and non-exchangeable for cash, credit or any such other kind.
- 5.4 The Bank has the discretion to forfeit the Prize in the event all account (s) is/are dormant, closed or terminated.
- 5.5 The Prize are subject to the Terms and Conditions by Bask Bear Coffee. The Bank is not an agent of Bask Bear Coffee and makes no representation as to the fitness for purpose and /or services provided by Bask Bear Coffee. Any dispute about the Prize is to be resolved directly with Bask Bear Coffee.

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 will then be 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**”).
- 6.2 Following the earning of Entries, the total number of Entries shall then be divided by five (5) to return the multiplier value for shortlisting of thirty (30) Eligible Client for the Prize (“**Potential Prize Winners**”).

Example:

1,000 total Entries are divided by 5 to return the multiplier value of 200, which means that the Eligible Client with the 200th and its multiples, i.e. 400th, 600th until 800th Entries shall be shortlisted as Potential Prize Winners.

- 6.3 The shortlisted Potential Prize Winners with the lowest Sequential Number shall be contacted for a Question and Answer session via recorded telephone call (“**Phone Q&A**”) 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, at the discretion of the Bank.
- 6.4 The shortlisted Potential Prize Winners shall be required to answer one (1) question correctly to be selected as the Prize Winner (“**Prize Winners**”). 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 within two (2) working days at the next available time at the Bank’s discretion. If the final attempt also fails, then the shortlisted 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 If that shortlisted Potential Prize Winners fails to answer the Phone Q&A correctly, then the said shortlisted 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 To the extent permitted by law, the Bank shall not be responsible for any telephone calls made to the shortlisted 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.

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7 Prize Winners

- 7.1 The Bank shall notify all Prize Winners via SMS/telephone/electronic mailer/mailer 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 Any photos taken during the campaign programme in Clause 7.3 and 7.5 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.
- 7.5 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.
- 7.6 Upon receipt of the Prize, the Prize Winners agree not to hold the Bank liable for any action, claim, damage, expense, judgment, liability or proceeding suffered in relation with their participation in the Campaign or from winning the Prize.

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 and discretion to cancel, terminate or suspend this Campaign with Prior Notice.
- 9.3 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.
- 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.

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- 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.
- 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 contact centre at +603-2178 8888 (Monday-Sunday, 7.00am-11.00pm) or by e-mailing inquiries/feedback to customercare@ambankgroup.com.