

Terms and Conditions

“Buy from Home” Cashback Campaign for AmSPB Visa Infinite Credit Card Campaign Period: 1 September 2021 – 30 November 2021

REMINDER: The Eligible Cardholders (as defined below) is 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.

1. DEFINITION

For the purpose of this terms and conditions, the following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

“**AmBank Group**” refers to all the Related Corporations and Associate Corporations of the Bank whether incorporated within or outside Malaysia, existing now or in the future and any reference to ‘AmBank Group’ in these terms and conditions herein, shall include all or any entity within the AmBank Group.

“**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Berhad [Company No.: 196901000166 (8515-D)] (AmBank), a company incorporated in Malaysia under the Companies Act 1965 (repealed by Companies Act 2016) and having its registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur.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**” refers Monday to Friday, and whereby the registered office of the Bank is open, unless stated otherwise.

“**Prior Notice**” refers to notice by the Bank of certain facts or of a particular state of affairs of at least three (3) calendar days.

“**Campaign**” refers to “**Buy from Home**” Cashback Campaign organised by the Bank in accordance with the terms and conditions stipulated herein.

“**AmSPB**” refers to AmBank SIGNATURE Priority Banking.

“**Principal Cardholder(s)**” refers to the principal cardholder of AmSPB Visa Infinite Credit Card.

“**Supplementary Cardholder(s)**” refers to the supplementary cardholder of the AmSPB Visa Infinite Credit Card.

“**Eligible Card**” refers to the Principal and/or Supplementary cardholders of AmSPB Visa Infinite Credit Card.

“**Cashback**” refers to the cashback earned from both Online Food Delivery spend and Online Retail Purchases of which 50% cashback is from Online Food Delivery spend and 30% cashback is from Online Retail Purchases.

“**Merchant Category Code**” or “**MCC**” means the assignment for each merchant and transaction records is subject to classification by the respective acquiring banks (the bank which maintain the merchant’s bank account and process payments on behalf of the merchants) and it is the responsibility of the particular acquiring bank to assign the MCC and transaction record to the relevant transaction.

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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 Period

2. The Campaign shall run from **1 September 2021 to 30 November 2021**, both dates are inclusive (“**Campaign Period**”) or such other periods as may be determined at the discretion of the Bank with 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 Cardholder**” refers to customers of the Bank who:
 - (a) hold a Principal AmSPB Visa Infinite Credit Card or Supplementary AmSPB Visa Infinite Credit Card (Conventional only) (“**Eligible Card**”) during the Campaign Period as described herein, but do not include:
 - (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 minimum Asset Under Management (AUM) of Ringgit Malaysia Two Hundred Thousand (RM200,000);
4. For the avoidance of doubt, this Campaign does not require any registration for participation purpose.

Eligible Transactions and Cashback for Online Transactions

5. Subject to the terms and conditions herein, all Eligible Cardholders who use their Eligible Cards to perform online transactions for food deliveries spends and retail purchases based on Table 1 below will be eligible for Cashback (“**Eligible Transaction**”) according to their respective total AmSPB AUM.

The total aggregate AUM (in RM and RM equivalent) of the Eligible Cardholder at the last day of every calendar month will be used to determine the applicable AUM tiers and the Cashback which the Eligible Cardholder is entitled to.

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Table 1 : Cashback Percentage and AUM Tiers

Conditions	Cashback Type	Cashback Amount	Cashback Limits		Eligible Online Merchants
			Minimum Spend per Transaction	Maximum Monthly Cashback per Eligible Card	
1) AmSPB Client's AUM is of minimum Ringgit Malaysia Two Hundred Thousand (RM 200,000) or equivalent ; and 2) Minimum of Ringgit Malaysia Two Thousand (RM 2,000) or equivalent monthly spends on Eligible Card; and 3) Payments must be made via the Eligible Card.	Online Food Delivery Spend	50% Cashback on each transaction subject to Campaign Limit	RM 100	RM 650	1) DeliverEat 2) Foodpanda 3) GrabFood 4) EASI (Formerly Hungry) 5) Pop Meals (Formerly dahmakan)
	Online Retail Purchases	30% Cashback on each transaction subject to Campaign Limit	RM 200		Any Online merchants – except Online Food Delivery spend as mentioned above, JomPAY transactions, FPX transactions, ^Government related payments ^Charity payments ^Petrol Payments

The Bank shall not be held responsible for any assignment of the MCC and transaction record that may result in non-posting of the Cashback for retail transactions. The Cardholder(s) shall not be entitled to claim for any compensation against the Bank for such non-posting of the Cashback due to the assignment of the MCC and transaction record by the respective merchant’s acquiring bank.

The following transactions are **excluded** from the definition of Eligible Transaction:

- a. Easy Payment Plan (EPP), Balance Transfer (BT), QuickCash (QC) and Cash Advance;
- b. quasi-cash transactions – (eg: betting and/or gaming transactions);
- c. any form of refund;
- d. any disputed, unauthorised or fraudulent retail transaction;
- e. interest/management fee payments, late payment charges, charges for cash withdrawals, card services tax and any other form of service/miscellaneous fees;
- f. Any reloads performed on e-Wallets using the AmBank SIGNATURE Priority Visa Infinite credit card is **NOT ELIGIBLE** for the cashback campaign.
- g) the following MCCs in the table below are not applicable to this Campaign.

Merchant Category Code (MCC)	Description
No MCC, 0000, 9000 - 9999	^Government Related Payments

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8398	^Charity Payments
5172, 5541, 5542, 5983	^Petrol Payments

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. The Cashback is capped at Ringgit Malaysia Six Hundred Fifty (RM650) per Eligible Card and subject to a total allocated Cashback of Ringgit Malaysia One Hundred Fifty Thousand (RM150,000) **“Campaign Limit”** for each Campaign month.
7. The Campaign will end on **30 November 2021**.
8. Only the successful online transactions for personal use or consumption will be considered as Eligible Transaction. Any personal online 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 existing rebates are applicable or for business purposes will be excluded as Eligible Transaction.
9. All Eligible Transaction are as provided in Clause 5 (read together with Clause 6) above and are charged to any Eligible Cardholder’s Eligible Card 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 Transaction **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 6); 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.
10. All Eligible Transaction 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.
11. The merchants’ category code (MCC) and the merchants’ description name or any transaction details, tagging or identifications assigned by the merchants’ acquiring bank refer to business establishments or retailers who have agreed to allow the purchase of its goods and services to be

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charged to credit cards, and, 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 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.

12. The Cashback will be credited into the respective Eligible Cardholder’s Eligible Card account within twelve (12) weeks from the end of the Campaign month and the Cashback will be reflected in his/her card statement.
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 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. The Bank shall, at any time, have the right 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 displayed in branches, and any such notice shall be deemed given when so posted at its official website or displayed in branches, whichever is earlier.
17. 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.
18. 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.

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19. 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, 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.

20. 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.

21. 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 AmBank SIGNATURE Priority Banking contact centre at **+603-2178 6600** or email to customercare@ambankgroup.com.

23. The Bahasa Malaysia version of this Terms and Conditions is also available at <http://www.ambank.com.my/bm/terms-and-conditions>. In the event of any discrepancies 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.