

Terms and Conditions

“AmBank/ AmBank Islamic Up to 10% Cashback on Travel Spends Campaign”

Campaign Period: 1 July 2022 to 30 September 2022

REMINDER: All Eligible Cardholders (as defined below) are hereby reminded to read and understand the terms and conditions below and the updated 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/ or the updated terms and conditions (if any), the Eligible Cardholders are advised to discuss with any of the Bank’s staff, representative or agent.

The terms and conditions herein are in addition to and to be read together with the AmBank (M) Berhad (196901000166 (8515-D))/AmBank Islamic Berhad (199401009897 (295576-U)) (collectively referred to as **“the Bank”**) relevant credit card/ credit card-i agreements (collectively referred to as **“Cardholder Agreements”**) which govern the use of the credit card/ credit card-i issued by the Bank. In the event of any discrepancy or inconsistency between these terms and conditions and the Cardholder Agreements, these terms and conditions shall prevail in so far as it relates to 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.

Campaign

1. **“Campaign”** means **“AmBank / AmBank Islamic Up to 10% Cashback on Travel Spends Campaign”** organised by the Bank in accordance with the terms and conditions as stipulated herein.

Campaign Period

2. The Campaign shall run from **1 July 2022 to 30 September 2022**, both dates are inclusive (**“Campaign Period”**) or such other period as may be determined at the discretion of the Bank with prior notice of at least five (5) calendar days (**“Prior Notice”**) to the Eligible Cardholders (as defined below) before the new terms and conditions take effect.

Eligibility

3. **“Eligible Cardholders”** mean the customers of the Bank who hold a principal or supplementary Visa credit card/ Visa credit card-i (**“Eligible Card”**) during the Campaign Period excluding the:
 - (a) cardholders of Mastercard credit card/credit card-i, UnionPay credit card, corporate cards, commercial cards, or insurance cards issued by the Bank and/or
 - (b) 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.
4. For the avoidance of doubt, the Campaign does not require any registration for participation purpose.

Eligible Cashback Transactions and 10% Cashback

5. Subject to the Terms and Conditions, all Eligible Cardholders who use their Eligible Card to perform retail transaction(s) from the selected categories based on the Eligible Merchant Category Code (MCC) (**“Eligible MCC”**) will get 5% Cashback for selected spends in Travel Category with the accumulated amount of Ringgit Malaysia Two Thousand (RM2,000) and below in each Campaign Month, or 10% Cashback for selected spends in Travel Category with

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the accumulated amount of above Ringgit Malaysia Two Thousand (RM2,000) in each Campaign Month as recorded in the Bank’s system (“**Eligible Cashback Transactions**”) up to a maximum of Ringgit Malaysia Two Hundred Only (RM200) per Eligible Cardholder per participating Campaign Month.

Eligible Merchant Category Code (MCC) (“Eligible MCC”)

Travel Category	Merchant Category Code (MCC)
Airlines	3000 – 3299, 3301, 4511
Hotel	3501 – 3999, 7011
Travel Agencies	3501 – 3999, 7011
Car Rental / Agencies / Transportation	3351 – 3441, 4011, 4111, 4112, 4121, 4131, 4411, 4457, 4468, 4582, 4789

- All Eligible Cashback Transactions in foreign currency will be converted to Ringgit Malaysia (MYR) based on the prevailing foreign exchange rates as recorded in the Bank’s system. All transactions paid in Ringgit Malaysia (MYR) will be eligible for the Cashback. For the avoidance of doubt, all Eligible Cashback Transactions paid in foreign currency will be converted into Ringgit Malaysia (MYR) and the conversion rate is as determined by Visa International, plus a 1% foreign exchange conversion mark-up (previously known as administration cost) by the Bank on the converted Ringgit Malaysia amount.
- The Eligible Cardholders who carry out the Eligible Cashback Transactions will receive the Cashback on its respective transaction amount on a first-come, first-served basis, based on transaction time stamp as recorded in the Bank’s system, subject to the Cashback allocation for the respective Campaign Month provided in the table below:-

Campaign Month	Cashback Allocation
<u>Campaign Month 1</u> 1 July 2022 – 31 July 2022	RM50,000
<u>Campaign Month 2</u> 1 August 2022 – 31 August 2022	RM50,000
<u>Campaign Month 3</u> 1 September 2022 – 30 September 2022	RM50,000

- Only successful transactions for personal purchase of goods and services would be considered as Eligible Cashback Transactions. Any personal transactions that are subsequently cancelled, disputed, refunded, transactions which are unauthorised or fraudulent/subsequently

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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 Cashback Transactions.

9. All Eligible Cashback Transactions made during the Campaign Period must be based on Malaysian time as captured by the Bank’s system and posted to the Eligible Cardholder’s Eligible Card account during Campaign Period. The Bank is not responsible for any failure and/or delay in the transmission of evidence of purchase transactions due to reasons not within the Bank’s control such as the failure, delay, action or omission on the part of Visa.
10. The assignment of Merchant Category Code (MCC) and Merchant Description Name for each merchant is subject to classification by the respective Merchants’ Acquiring Bank and it is the responsibility of the relevant Merchants’ Acquiring Bank to assign the correct MCC and Merchant Description Name. The Bank is not responsible for nor does the Bank have any control whatsoever on any incorrect and/or inconsistent assignment of MCC or Merchant Description Name by the relevant Merchant Acquiring Bank that may result in the Eligible Cardholder being omitted from the Cashback entitlement.
11. Any determinations by the Bank as to what constitutes Eligible Cashback Transaction is final, binding and conclusive and all transactions as recorded by the Bank are also final, binding and conclusive.
12. The Cashback will be credited into the respective Eligible Cardholder’s Eligible Card account within eight (8) weeks from the end of each Campaign Month and the Cashback will be reflected in his/her Eligible Card account statement.
13. Notwithstanding the foregoing, the Bank reserves the right to utilize 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 Cardholders for the purpose of the 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 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 the terms and conditions stipulated herein.

Liability

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15. The Bank would not be liable to any Eligible Cardholder for any damages 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 Cardholder’s participation in the 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.

General

16. 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.
17. The Bank shall have, at any time, 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, or such other event, condition or circumstances of similar nature as may be classified as Force Majeure by the Bank from time to time.
20. The Bank shall not entertain any disputes or enquiries regarding this Campaign three (3) months after the Campaign Period has ended.
21. The Bahasa Malaysia version of the Terms and Conditions is also available. 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.
22. For any assistance and/or feedback related to the Campaign, the Eligible Cardholders may contact the Bank’s Contact Centre at +603-2178 8888 from 7.00 a.m. to 11.00 p.m. daily or email to customer care@ambankgroup.com.