

Terms and Conditions

“AmBank/AmBank Islamic Visa Coin Smash Campaign” Campaign Period: 1 November 2021 to 31 December 2021

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 the updated terms and conditions (if any), the Eligible Cardholders are advised to discuss with any of the Bank’s staff or authorised representative.

The terms and conditions herein (“**Terms and Conditions**”) are in addition to and are to be read together with the AmBank (M) Berhad, (196901000166 (8515-D)) (“**AmBank**”) (“**Bank**”) relevant credit card agreement(s) (“**Cardholder Agreement**”) which govern the use of the credit card issued by the Bank. In the event of any discrepancy or inconsistency between these Terms and Conditions and the Cardholder Agreement, these Terms and Conditions will prevail in so far as it relates to this Campaign (as defined below).

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 Visa Coin Smash Campaign**” organised by the Bank in accordance with the Terms and Conditions as herein stipulated.

Campaign Period

2. This Campaign shall run from **1 November 2021 until 31 December 2021**, both dates inclusive (“**Campaign Period**”) or such other periods 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).

Eligibility

3. This Campaign is only open to cardholders of the Bank who hold a principal or supplementary AmBank Visa Credit Card/-i (“**Eligible Cardholders**”) during the Campaign Period and **does not include:-**
 - a. cardholders of Mastercard/UnionPay credit card/credit card-i, corporate cards, commercial cards, debit cards or insurance cards issued by the Bank;
 - 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,

(collectively the “**Eligible Cards**”).

4. For the avoidance of doubt, this Campaign does not require any registration for participation.

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Eligible Transactions and Cashback

5. Subject to the terms and conditions herein, all Eligible Cardholders who use their Eligible Cards to perform successful retail transaction(s) with a **minimum spend of Ringgit Malaysia One Hundred (RM100)** in a single transaction or receipt as recorded in the Bank’s system, will be eligible to stand a chance to win up to Ringgit Malaysia One Thousand (RM1,000) Cashback each time the Eligible Cardholder plays the game “Cashback Coin Smash” (“**Cashback Prize**”) (“**Eligible Transaction**”) throughout the Campaign Period.
6. All Eligible Transactions paid in Ringgit Malaysia (MYR) will be eligible for the Cashback Prize. For the avoidance of doubt, all Eligible Transactions paid in foreign currency will be converted from the currency in which the transaction was processed by Visa at such exchange rate as determined by Visa before the Eligible Card is debited in Ringgit Malaysia. The exchange rate may differ from the published daily rate due to the market fluctuation.
7. Once an Eligible Cardholder fulfils the criteria as stated in Clause 5, a SMS with a link generated by an automated computerized system will be sent to the Eligible Cardholders’ mobile number registered with the Bank.
8. Eligible Cardholders are required to click on the link to play the Cashback Coin Smash Game (“**Game**”) which will then confirm whether the Eligible Transaction performed is entitled for the Cashback Prize. To play the Game, internet connectivity on the Eligible Cardholder’s mobile device is required. Eligible Cardholders are required to tap on the coin in the Game to stand a chance to win the Cashback Prize. The value/winner of the Cashback Prize is randomized for every Game. Eligible Cardholder are not guaranteed to win Cashback Prize for every Game played.
9. Each Eligible Cardholder will only receive one (1) link in one (1) SMS for every Eligible Transaction made. Each link must be clicked and played, and the link will only be valid for an additional 5 Calendar days from the end of the Campaign Period. The link will no longer be accessible thereafter. If a link is accessed more than once or if the Game from a link is played more than once, only the results of the first Game played will be taken into account by the Bank.
10. Only mobile numbers registered in Malaysia will receive the SMS to play the Game. Eligible Cardholder with non-Malaysian registered mobile numbers will not receive the SMS to play the Game and thus will not be eligible to participate and win the Cashback Prize.
11. The speed and reliability of service of the Eligible Cardholder’s internet and/or mobile connection are dependent solely on his/her respective internet and/or mobile service providers. The Bank is not responsible or liable in any manner whatsoever for any delay or failure in the transmission or receipt of any SMS or any interruption before, during or after the Game which in any way would cause the Eligible Cardholder to lose his/her chance to play the Game. Eligible Cardholders shall solely be responsible for all fees and charges imposed by their respective service providers.
12. The Bank is not responsible for any failure or delay in the transmission of the SMS by any party including but not limited to acquiring merchants, merchant establishments, or any telecommunication provider.

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13. The total Cashback Prize available throughout the Campaign Period is as follows:

Campaign Month	Period	Monthly Cashback Prize Description	Total Available Quantity
Campaign Month 1	1 November 2021 – 30 November 2021	RM10	9,000
		RM30	600
		RM50	90
		RM1,000	4
Campaign Month 2	1 December 2021 – 31 December 2021	RM10	9,000
		RM30	600
		RM50	90
		RM1,000	4

14. All Eligible Transactions provided in clause 5 must be for personal consumption and not for business purposes.

For the avoidance of doubt, Eligible Transactions **exclude** the following transactions:-

- (a) retail transactions performed that are defined as recurring transactions by the merchant or their acquiring bank e.g. eWallet merchants i.e. Touch ‘N Go
 - (b) quasi cash transactions for betting and/or gaming;
 - (c) on-going monthly instalments under the existing AmFlexi-Pay Program/Easy Payment Plan;
 - (d) corporate bill payments or corporate GIRO transactions;
 - (e) cash advance / deposit / withdrawal transactions;
 - (f) any fees or charges imposed by the Bank;
 - (g) trade finance transactions;
 - (h) transactions which are under any special corporate arrangements where rebates are applicable;
 - (i) retail spend transactions which are not defined in Clause 5 above; and
 - (j) retail spend transactions which are subsequently cancelled, disputed, refunded, or unauthorized, suspicious or fraudulent in any nature/subsequently discovered to be unauthorized, suspicious or fraudulent in any nature
 - (k) transactions at petrol station merchants including fuel/petrol and in-store purchases
15. All Eligible Transactions made during the Campaign Period must be based on the 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 sales transactions due to reasons not within the Bank’s control such as the failure, delay, action or omission on the part of Visa.
16. The Cashback Prize will be credited into the respective Eligible Cardholder’s Eligible credit card account within six (6) to eight (8) weeks from the end of each Campaign Month and the Cashback Prize will be reflected in his/her credit card statement.
17. 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 Prize.

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Disqualification

18. The Bank reserves the right to disqualify the participation of any Eligible Cardholder 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 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.

General

19. The Bank will not be liable for 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 Cardholder’s 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. 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.
21. The Bank shall, at any time, have the right to cancel, terminate or suspend this 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.
22. The Bank’s decision on all matters relating to this Campaign shall be final and binding and no correspondence or appeal will be entertained.
23. 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.
24. 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.

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25. 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 exclusive 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.

26. For any assistance and/or feedback related to this Campaign, the Eligible Cardholders may contact the Bank’s Contact Centre from 7am to 11pm, Monday to Friday by calling **+603-2178 8888** or email to customercare@ambankgroup.com.