

## AmBank Debit Card Campaign – New To Bank Debit Card Welcome Offer (March – September 2018)

The terms and conditions herein (“Terms and Conditions”) are in addition to and are to be read together with AmBank (M) Berhad (8515-D) (“the Bank”) relevant AmBank Debit MasterCard and TRUE by AmBank Debit MasterCard Terms and Conditions (“the Debit Card Agreement”) which govern the use of the debit card issued by the Bank respectively. In the event of any discrepancy or inconsistency between these terms and conditions and the Debit Card Agreement, these terms and conditions shall prevail in so far as it relates to the Campaign.

### Definition

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

“**Eligible Cardholders**” means Debit Cardholders of the Bank who have received the SMS specifying this promotion during the Campaign Period as herein described, and are entitled to participate on an independent basis except cardholders whose debit card accounts with the Bank have been suspended, cancelled, terminated or closed for whatsoever reasons during the Campaign Period or during the fulfilment of the Campaign or prior to notification of winners by the Bank.

“**Debit Card**” means the AmBank Debit MasterCard and TRUE by AmBank Debit MasterCard issued by AmBank.

“**Campaign**” means “**New To Bank Debit Card Welcome Offer**” Campaign organised by the Bank in accordance with the terms and conditions as herein stipulated.

“**Transaction**” means the purchase of goods and services, regardless of transaction category or Merchant Category Code (MCC), which is incurred for personal consumption.

“**Qualified Transaction**” means AmBank Debit Card retail transactions (regardless of amount), **excluding** transactions which are subsequently cancelled or refunded, disputed, unauthorised, or fraudulent transactions, cash withdrawal transactions, quick cash transactions, betting, gaming, balance transfer, instalment payment plans or transactions which are under special corporate arrangement where rebate is applicable.

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

The **Campaign Period** is from 2 March 2018 – 30 September 2018 (both dates inclusive) or such other period(s) as may be determined at the sole and absolute discretion of the Bank with at least twenty-one (21) calendar days prior notice.

### Campaign Mechanics and Eligibility

1. Eligible Cardholders are required to use their Debit Card as recorded in the Bank’s system to perform retail Transactions with any amount in a single receipt.
2. Eligible Cardholders who meets the minimum of three (3) Qualified Transactions within 30 days from Debit Card issuance day will automatically qualify to receive RM5 Cash Back.

3. The Campaign mechanics and prizes are defined as follows:-

Criteria	Prize
Perform 3 Qualified Transactions	RM5

4. All Qualified Transactions must be transacted to the Eligible Cardholder's Debit Card account within the Campaign Period based on the Bank's system date and time to be eligible for the Cash Back. The Bank is not responsible in any manner whatsoever for any late posting to Eligible Cardholder's Debit Card account by merchants and/or third party which may result in the Eligible Cardholder's Qualified Transaction being omitted from the Campaign.
5. Campaign Cash Back pay-out is capped at RM36,000.
6. To the extent permitted by law and the Bank not being in breach of this Campaign or is negligent, the Bank shall have the right at its absolute discretion to vary / revise / amend the selection mechanism / process as it deems fit at any time with at least twenty-one (21) calendar days prior notice.

#### **Fulfilment and Notification of Prize Winners**

7. The cash prizes will be credited into Eligible Cardholder's Current / Savings account that are linked to the Eligible Cardholders' Debit Card account within eight (8) weeks after meeting the 3 Qualified Transactions.
8. Eligible Cardholders are only entitled for one (1) Cash Back pay-out regardless throughout the duration of the Campaign.
9. Notwithstanding the foregoing, the Bank reserves the right to use any other method or medium the Bank deems fit at its sole and absolute discretion for the purpose of announcing the Winners.

#### **Disqualification**

10. The Bank reserves the absolute right to **disqualify the participation and /or transaction of any Eligible Cardholders** for the purpose of this Campaign without having to notify or alert the Eligible Cardholders based on the following:-
- Qualified Transactions received before and/or after the stipulated Campaign Period (as set out in clause 7).
  - The Eligible Cardholder's Debit Card account has been closed before the notification of the winner by the Bank.

#### **Liability**

11. To the extent permitted by law and the Bank not being in breach of this Campaign or is negligent, the eligibility of the Eligible Cardholders and the winners for the Cash Back pay-out during the Campaign Period is final and no correspondence disputing the Bank's decision shall be entertained.
12. To the extent permitted by law and the Bank not being in breach of this Campaign or is negligent, the Eligible Cardholders will indemnify the Bank for any loss or damage, costs and expenses, fees and charges which the Bank may incur due to breach by the Eligible Cardholders of any terms and conditions of this Campaign including the enforcement of such terms and conditions against the Eligible Cardholders.
13. By participating in the Campaign and only for the purpose of this Campaign, the Eligible Cardholders hereby consent to and agree that the Bank shall be at liberty to disclose their particulars, only to the extent necessary to the Bank's service providers, for the purposes of running this Campaign.

### **Adherence to the Campaign Terms and Conditions**

14. By participating in this Campaign, the Winners 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.
15. All Eligible Cardholders shall be required to adhere to the Campaign's terms and conditions. The Bank reserves the right to forfeit the Cashback in the event any of the terms and conditions is not adhered to.
16. All terms and conditions stipulated herein are governed by and construed in accordance to the laws of Malaysia and any legal disputes shall be commenced and heard in courts in Kuala Lumpur.
17. Eligible Cardholders are advised to read and understand the terms and conditions specified herein and the Bank may change, amend and/or modify any of the terms and conditions stipulated herein from time to time and any changes will be announced with at least twenty-one (21) calendar days prior notice on the Bank's website at [www.ambank.com.my](http://www.ambank.com.my)
18. For any assistance and/or feedback related to this Campaign, Eligible Cardholders may contact the 24-hour Contact Centre of the Bank at +603-2178 8888 or email to [customercare@ambankgroup.com](mailto:customercare@ambankgroup.com)